JENNIFER PEGGY JACKSON

CONTRACT OF SALE

PROPERTY: UNIT 7, 38 COULSTOCK STREET, EPPING VIC 3076

Denways Legal & Conveyancing
ABN: 12 654 161 074
office@denwayslegal.com.au
Ref: 26-3665

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

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

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962.

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2026

Print names(s) of person(s) signing: .....

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2026

Print names(s) of person(s) signing: **Alan Jackson**

State nature of authority, if applicable: POA for Jennifer Peggy Jackson .....

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

Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate - Whittlesea

Address: 1/75 Church Street, Whittlesea VIC 3757

Email: deanzammit@stonerealestate.com.au

Tel: 03 9716 2000 Mob: 0405 140 704 Fax: Ref: Dean Zammit

Vendor

Name: Jennifer Peggy Jackson

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Denways Legal & Conveyancing

Email: office@denwayslegal.com.au

Tel: 03 9100 1777 Mob: Fax: Ref: 26-3665

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11287	Folio	135	7	PS 634331Q

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 7, 38 Coulstock Street, Epping VIC 3076

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

All fixtures and fittings of a permanent nature, including fixed floor coverings, all gas and electrical appliances, electrical light fittings as inspected.

Payment

Price $ .....

Deposit $ ..... by (of which has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(**only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document*)

☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: .....

Loan amount: no more than ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

Date: 17 March 2026
From: Jennifer Peggy Jackson, 1 Kingsley Close, Kilmore VIC 3764

Property Address: Unit 7, 38 Coulstock Street, Epping VIC 3076
Lot: 7 Plan of subdivision: 634331Q

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 17 March 2026

Signed for an on behalf of the Vendor: *Denways Legal*

SPECIAL CONDITIONS

1. AMENDMENTS TO GENERAL CONDITIONS

a) General Conditions 6.1, 12, 31.4, 31.5 and 31.6 are hereby deleted.

b) This is an essential term.

2. PURCHASER'S ACKNOWLEDGEMENTS

The Property is sold subject to any restrictions as to use under any order, plan, scheme, regulation, or by-law contained in or made pursuant to the provisions of any legislation. The existence of any restriction shall not constitute a defect in the Vendor's title and the Purchaser shall neither make any requisition or objection, nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

The Purchaser acknowledges they have inspected the property hereby sold and, save as is otherwise expressly provided, that they are purchasing the property in its present condition and state of repair. The Purchaser further acknowledges that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations, or improvements to the property sold and the property shall be delivered in the condition at the date of sale.

The Purchaser acknowledges that there are no conditions, warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induce the Purchaser to enter into this Contract.

The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representations or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims or demands in respect thereof.

The Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent unless they are made conditions of this Contract.

This Special Condition 2 is an essential term and condition.

3. AMENDMENTS TO CONTRACT POST-EXCHANGE

The Purchaser acknowledges that any amendments to the Contract conditions made after the Contract is executed must be in writing by way of a Deed of Variation. Any agreement to vary conditions of the contract shall not be binding if it is not made in accordance with this Special Condition.

4. PLANNING

The Purchaser buys the Property subject to any restrictions imposed by and to the provisions of the relevant Planning Scheme, the Planning and Environment Act 1987, the Building Act 1993, the Heritage Act 1995, the Local Government Act 1989, and any other Town Planning Schemes or Acts and all regulations, by-laws, restrictions and controls governing, regulating, controlling or affecting in any way the use or development of Property.

5. DUE DILIGENCE CHECKLIST

The Purchaser hereby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 Statement prior to signing the Contract of Sale thereof.

6. GUARANTEE

If the Purchaser shall be or include a Proprietary Company, the company will forthwith upon execution of the Contract have the Guarantee annexed to this Contract and marked “Annexure A” executed by each of its Directors.

7. FOREIGN INVESTMENT REVIEW BOARD

The Purchaser warrants to the Vendor that the acquisition of the property by the Purchaser does not fall within the scope of the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth) and is not examinable by the FIRB and that no approval of the purchase by the FIRB is required.

8. STAMP DUTY – PURCHASER BUYING UNEQUAL INTERESTS

a) If there is more than one Purchaser, it is the Purchasers’ responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (“the proportions”).

b) If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers’ responsibility to pay any additional duty which may be assessed as a result of the variation.

c) The Purchasers fully indemnify the Vendor, the Vendor’s agent, and the Vendor’s legal practitioner and/or conveyancer against any claim or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

d) This Special Condition 8 is an essential term and condition, and will not merge on completion.

9. SECTION 27 EARLY RELEASE OF DEPOSIT STATEMENT

The Purchaser acknowledges and agrees that:

a) The 28 day time limit prescribed by Section 27 of the *Sale of Land Act 1962* commences on the day which the Section 27 Statement is served by the Vendor’s representative to the Purchaser or the Purchaser’s representative.

b) In the event that the Title is encumbered by a Mortgage or Caveat, any mortgagee or caveator ‘Section 27 Letter’ may be provided at any time during the time limit prescribed by Section 27 of the *Sale of Land Act 1962*.

10. ACCEPTANCE OF TITLE

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.

11. SWIMMING POOLS & SPAS

a) In the event that a swimming pool, spa, or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at the purchaser's expense to comply with the provisions of the Building Act 1993, the Building Regulations 1994, in particular Regulation 5.13, and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water.

b) The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water from the day of sale. The purchaser acknowledges that they will also be responsible to arrange any necessary inspection and lodgement of the certificate of pool barrier compliance with council at the purchaser's expense when due.

12. SETTLEMENT REBOOKING FEE

a) Without limiting Special Condition 13, the Purchaser agrees to pay the Vendor's Solicitor's costs of $220.00 should settlement be cancelled by the Purchaser or their Financial Institution on the appointed settlement date and require re-scheduling for another date ('Re-Scheduled Settlement Date'). The Settlement Rebooking Fee is to be allowed on the Statement of Adjustment and paid to the Vendor's Solicitors at settlement.

b) For the purposes of Special Condition 12(a), a seeking of extension to settlement date shall constitute a cancellation of settlement on the appointed settlement date, and therefore require a Re-Scheduled Settlement Date.

c) If the Purchaser or the Purchaser's Legal Representative does not nominate another date to re-schedule Settlement, the Vendor's Solicitors will nominate a date to serve as the Re-Scheduled Settlement Date.

d) For the purpose of Special Condition 12(c), should settlement be cancelled on the Re-Scheduled Settlement Date and require another re-scheduling for another date, the Purchaser agrees to pay another Settlement Rebooking Fee of $220.00 to be allowed, in addition to all prior Settlement Rebooking Fees, on the Statement of Adjustment and paid to the Vendor's Solicitors at settlement.

e) This Special Condition 12 is an essential term and condition.

13. DEFAULT NOTICE

a) For the purposes of General Condition 34 and 35, reasonable costs incurred shall include, but is not limited to, legal fees that are payable, and these fees, not including Settlement Re-Booking Fees, shall be $990.00.

b) This Special Condition 13 is an essential term and condition.

14. GAS DUCTED HEATING

The Purchaser acknowledges and agrees that, as at the date of this Contract, the heater servicing the Property is not working. The Vendor is not required to repair, replace, service or otherwise make good the heater (or any component of it) at any time, including prior to Settlement. The Purchaser purchases the Property (including the heater) in its present condition, "as is", and must not make any requisition, claim, objection, deduction, set-off, demand for compensation or delay to Settlement arising out of or in connection with the heater not working.

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.

(f) 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.

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

(h) 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

(i) 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

(j) 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.

(k) 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

(b) there are no debts secured against the property; or

(i) 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

(c) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(d) 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 therecipient'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 thefirst 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 thiscontract 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. General Condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date 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 makethe selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day; or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with General Condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of anymissing 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 generalcondition 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 samemeaning 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 General Condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this general condition unless thecontext requires otherwise. Words and expressions first used in this general condition and shown in italics and marked withan 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) ofSchedule 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:

25.11 decide if an amount is required to be paid or the quantum of it, or

(a) 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.

25.12 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.

25.13 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or latepayment 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 *ElectronicTransactions (Victoria) Act 2000.*

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' havecorresponding 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 topossession 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 thedispute, 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 andthe 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:

34.3 specify the particulars of the default; and

(a) 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-

(b) the default is remedied; and

(c) 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 thepurchaser 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, thecontract 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 defaultnotice.

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:

(d) retain the property and sue for damages for breach of contract; or

(e) 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

(f) 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

(g) 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.

GUARANTEE and INDEMNITY

I/We, …… of ……

and…… of ……

being the **Sole Director** / **Directors** of …… of …… (called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately 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 indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

(f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
(g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
(h) by time given to the Purchaser for any such payment performance or observance;
(i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
(j) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this ..…….... day of ..……..... 2026

SIGNED by the said)
)
Print Name: …….)

…….
Director (Sign)

in the presence of:)
)
Witness: ……)

JENNIFER PEGGY JACKSON

SECTION 32 VENDORS STATEMENT

Property: **Unit 7, 38 Coulstock Street, Epping VIC**

Denways Legal & Conveyancing
ABN: 12 654 161 074
luke@denwayslegal.com.au
Ref: 26-3665

Vendor Statement

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

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

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

Land	UNIT 7, 38 COULSTOCK STREET, EPPING VIC 3076

Vendor's name	Jennifer Peggy Jackson Alan Simon Jackson as the Power of Attorney for Jennifer Peggy Jackson	Date 07/04/2026
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)

(a) ☒ 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

$0.00	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒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 ☒ 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 document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.1 **Road Access**

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

3.2 **Designated Bushfire Prone Area**

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

3.3 **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):

Not Applicable

6. OWNERS CORPORATION

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

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

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 ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

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.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

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 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Register Search Statement
Copy of Plan
Covenant - PS634331Q
Owners Corporation Basic Report
Land Information Certificate
Building Approval Certificate
Water Information Statement
Owners Corporation Certificate
State Revenue Office Land Tax Certificate
Property Planning Report

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 11287 FOLIO 135

Security no : 124132893608E
Produced 12/03/2026 12:27 PM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 634331Q.
PARENT TITLES :
Volume 11118 Folio 836 to Volume 11118 Folio 837
Created by instrument PS634331Q 01/08/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JENNIFER PEGGY JACKSON of 105 NARINA WAY EPPING VIC 3076
AJ310785F 14/11/2011

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS634331Q 01/08/2011

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

DIAGRAM LOCATION

SEE PS634331Q 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 7 38 COULSTOCK STREET EPPING VIC 3076

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS634331Q

DOCUMENT END

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PLAN OF SUBDIVISION

Stage No. | LRS Use Only | EDITION 1 | PS634331Q

LOCATION OF LAND

Parish: Wollert
Township: Epping
Crown Portion:
Crown Allotment: 7 (Part) & 8 (Part)
Section: 5

Title References: Vol. 11118 Fol. 836
Vol. 11118 Fol. 837

Last Plan Ref.: Lot 1 on TP 929344Y
Lot 1 on TP 929198H

Postal Address: 38 & 40 Coulstock Street
Epping, 3076

MGA Co-ordinates: E 326 125 Zone 55
(of approx. centre of land in plan) N 5 831 240

VESTING OF ROADS OR RESERVES

Identifier	Council / Body / Person
Nil	Nil

COUNCIL CERTIFICATION & ENDORSEMENT

COUNCIL NAME: City of Whittlesea REF: 607099

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

~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.~~
~~Date of original certification under section 6 ..... / ..... / .....~~

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

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/~~has not~~ been made.

(ii) The requirement has been satisfied

~~(iii) The requirement is to be satisfied in Stage .....~~

Council delegate Amelia Hughes
~~Council seal~~
Date: 14 / 06 / 2011

~~Re-certified under section 11(7) of the Subdivision Act 1988~~
~~Council Delegate~~
~~Council Seal~~
~~Date: / /~~

NOTATIONS

STAGING: This is not a staged subdivision
Planning Permit No. 710922

DEPTH LIMITATION: Does not apply

Purpose of Plan

To remove the 2.01m wide drainage easement created by Inst No. Y6130W and the 1.22m wide drainage easement created by inst. no. Y6129W under the direction of Town Planning Permit No. 607099.

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY,ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

Boundaries shown by thick continuous lines are defined by buildings.
Location of boundaries defined by buildings -

Median:- Boundaries shown M
Exterior Face:- All other boundaries

The hatching within each parcel indicates that the structure of the relevant wall, floor or ceiling is contained in that parcel.

Survey This plan is based on survey

This survey has been connected to permanent marks no(s)
In Proclaimed Survey Area No.

EASEMENT INFORMATION

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

Section 12(2) of the Subdivision Act 1988 Applies to the land herein

Easement Reference	Purpose	Width (metres)	Origin	Land Benefited/In favour Of
E - 1	Sewerage	See Plan	This Plan	Yarra Valley Water Limited

LRS use only

Statement of compliance/
Exemption Statement

Recieved ☑

Date 25/07/2011

LRS use only

Plan Registered
Time 5:05 PM
Date 1/08/2011

D. Popec
Assistant Registrar of Titles

Di Mase Berry & Co Pty Ltd
142a Sydney Road, Brunswick 3056
Tel 9387 7577 Fax 9387 8813

Licensed Surveyor (print): Godfrey Berry
Signature: ..... Date: 14 / 4 / 11
Surveyors Ref: 11090 Version: 3

Sheet 1 of 2 Sheets

Amelia Hughes
Council Delegate Signature
Date: 14 / 06 / 2011

Original Sheet Size A3

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 634331Q

CREATION OF RESTRICTION
Upon registration of this plan the following restriction is to be created.

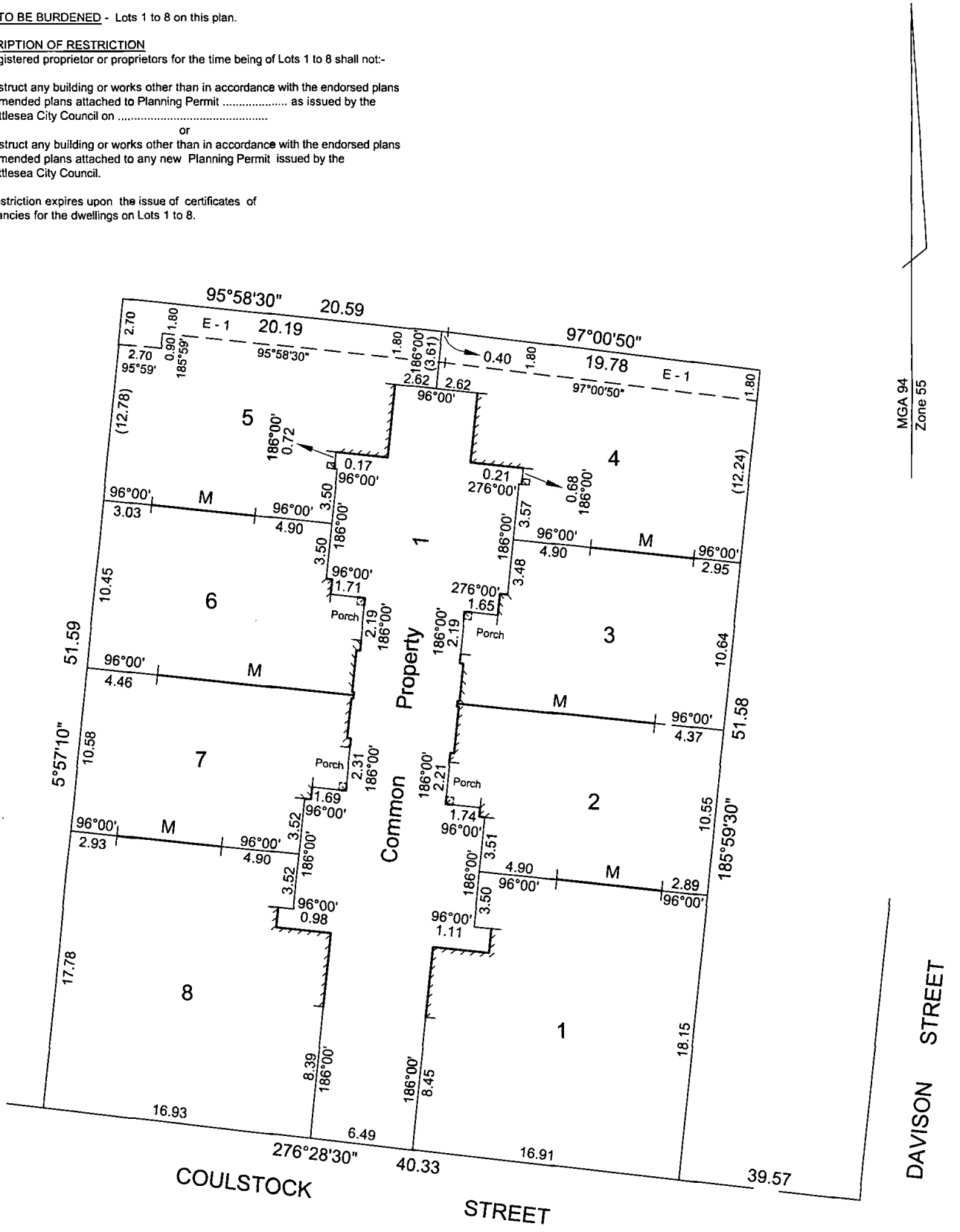
LAND TO BENEFIT - Lots 1 to 8 on this plan.

LAND TO BE BURDENED - Lots 1 to 8 on this plan.

DESCRIPTION OF RESTRICTION
The registered proprietor or proprietors for the time being of Lots 1 to 8 shall not:-

1. Construct any building or works other than in accordance with the endorsed plans or amended plans attached to Planning Permit ..... as issued by the Whittlesea City Council on .....
   or
2. Construct any building or works other than in accordance with the endorsed plans or amended plans attached to any new Planning Permit issued by the Whittlesea City Council.

This restriction expires upon the issue of certificates of occupancies for the dwellings on Lots 1 to 8.



Di Mase Berry & Co Pty Ltd 142A Sydney Road, Brunswick 3056 Tel 9387 7577 Fax 9387 8813	SCALE 0 2.5 5 10 Lengths are in Metres	Licensed Surveyor: Geoffrey Berry (Print) Signature: 14/6/11	Sheet 2 Council Delegate Signature
	A3 Original Sheet Size: / 1 : 250 Original Scale:	Surveyors Ref: 11090 Version: 3	Date: 14 / 06 / 2011

Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS634331Q

The land in PS634331Q is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 8.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
ROSS HUNT REAL ESTATE LOCKED BAG 1 SURREY HILLS 3127

OC011496E 01/08/2011

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:
OC011496E 01/08/2011

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	135	135
Lot 2	80	80
Lot 3	80	80
Lot 4	105	105
Lot 5	105	105
Lot 6	80	80

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 12/03/2026 12:27:02 PM

OWNERS CORPORATION 1
PLAN NO. PS634331Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	80	80
Lot 8	135	135
Total	**800.00**	**800.00**

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.

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Date of issue	Assessment No.	Certificate No.	Your reference
13/03/2026	799601	182175	79917365-017-3

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 7/38 Coulstock Street EPPING 3076
Description: LOT: 7 PS: 634331Q
AVPCC: 120.2 Single Strata Unit

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	$575,000	$250,000	$28,750

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

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

Rates & charges		
General rate levied on 01/07/2025	$1,359.50	
ESVF Fixed charge (Res) levied on 01/07/2025	$136.00	
ESVF Variable Levy (Res) levied on 01/07/2025	$99.48	
Waste Service Charge (Res/Rural) levied on 01/07/2025	$208.80	
Additional 240L Recyc (Res/Rural) levied on 01/07/2025	$126.65	
Waste Landfill Levy Res/Rural levied on 01/07/2025	$105.85	
Arrears to 30/06/2025	$945.56	
Interest to 13/03/2026	$22.18	
Other adjustments	$0.00	
Less Concessions	-$316.00	
Sustainable land management rebate	$0.00	
Payments	-$2,688.02	
Balance of rates & charges due:		$0.00
Property debts		
Other debtor amounts		
Special rates & charges		
nil		
Total rates, charges and other monies due		**$0.00**

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

Council Offices
25 Ferres Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MDC VIC 3083
Phone: 9217 2170
National Relay Service: 133 677 (ask for 9217 2170)
Email: info@whittlesea.vic.gov.au
Free telephone interpreter service 131 450
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 **799601**

Phone 1300 301 185
Ref **799601**

Biller Code **5157**
Ref **799601**

Enquiries: Building and Planning Administration 9217 2170
Buildplan@whittlesea.vic.gov.au

Your Ref: 79917365-019-7

23 March 2026

Landata

BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
Unit 7, 38 (Lot 7) Coulstock Street EPPING

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued

In the last 10 years no building permits were issued.

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**

(Please consult with Owner for copy of Building Notice where applicable)

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit www.whittlesea.vic.gov.au/pools.

Yours sincerely

BUILDING & PLANNING
CITY OF WHITTLESEA

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

12th March 2026

Denways Legal & Conveyancing C/- InfoTrack (Smokeb
LANDATA

Dear Denways Legal & Conveyancing C/- InfoTrack (Smokeb,

RE: Application for Water Information Statement

Property Address:	7/38 COULSTOCK STREET EPPING 3076
Applicant	Denways Legal & Conveyancing C/- InfoTrack (Smokeb LANDATA
Information Statement	31018515
Conveyancing Account Number	7959580000
Your Reference	586940

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

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yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	7/38 COULSTOCK STREET EPPING 3076

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

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

Existing sewer mains will be shown on the Asset Plan.

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.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

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DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	7/38 COULSTOCK STREET EPPING 3076

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water **Information Statement** **Number: 31018515**	**Address**	7/38 COULSTOCK STREET EPPING 3076	Yarra Valley Water ABN 93 066 902 501
	Date	12/03/2026	N
	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;

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Denways Legal & Conveyancing C/- InfoTrack (Smokeb
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8388895247
Rate Certificate No: 31018515

Date of Issue: 12/03/2026
Your Ref: 586940

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 7/38 COULSTOCK ST, EPPING VIC 3076	7\PS634331	5003584	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	$20.80	$0.00
Residential Water and Sewer Usage Charge *Step 1 – 1.000000kL x $3.57240000 = $3.57* Estimated Average Daily Usage $0.04	05-11-2025 to 09-02-2026	$3.57	$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	$119.92	$0.00
Parks Fee	01-01-2026 to 31-03-2026	$22.14	$0.00
Drainage Fee	01-01-2026 to 31-03-2026	$30.82	$0.00
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	$0.00

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 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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yvw.com.au

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: 5003584

Address: UNIT 7/38 COULSTOCK ST, EPPING VIC 3076

Water Information Statement Number: 31018515

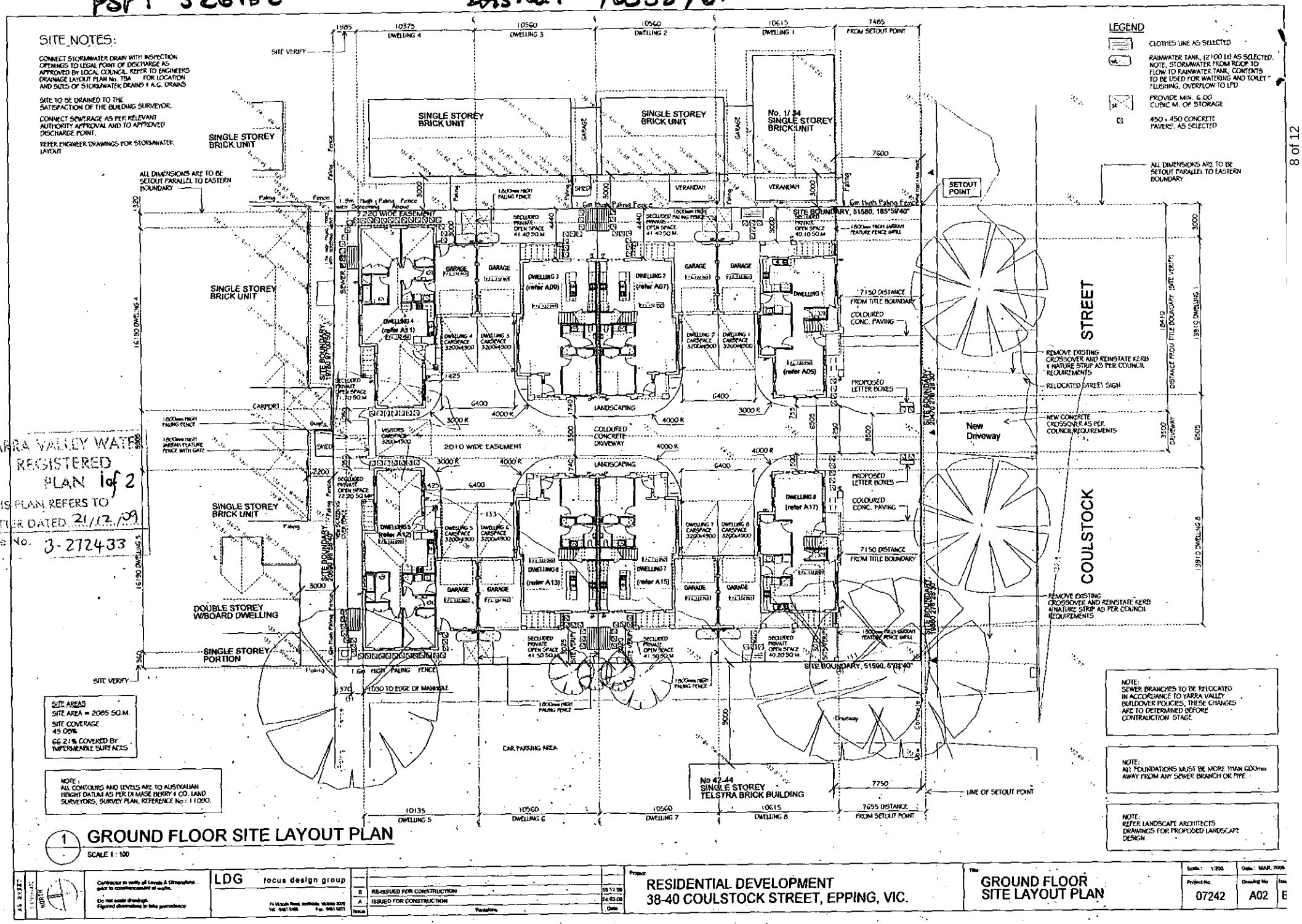
HOW TO PAY

BPAY

Biller Code: 314567
Ref: 83888952472

Amount Paid		Date Paid		Receipt Number	

PSP: 526162 Instal: 16335761



1 GROUND FLOOR SITE LAYOUT PLAN
SCALE 1 : 100

YARRA VALLEY WATER
REGISTERED PLAN 1 of 2
THIS PLAN REFERS TO LETTER DATED 21/12/09
File No. 3-272433

LDG focus design group

B	RE-ISSUED FOR CONSTRUCTION	15.12.09
A	ISSUED FOR CONSTRUCTION	24.03.09
Issue	Revisions	Date

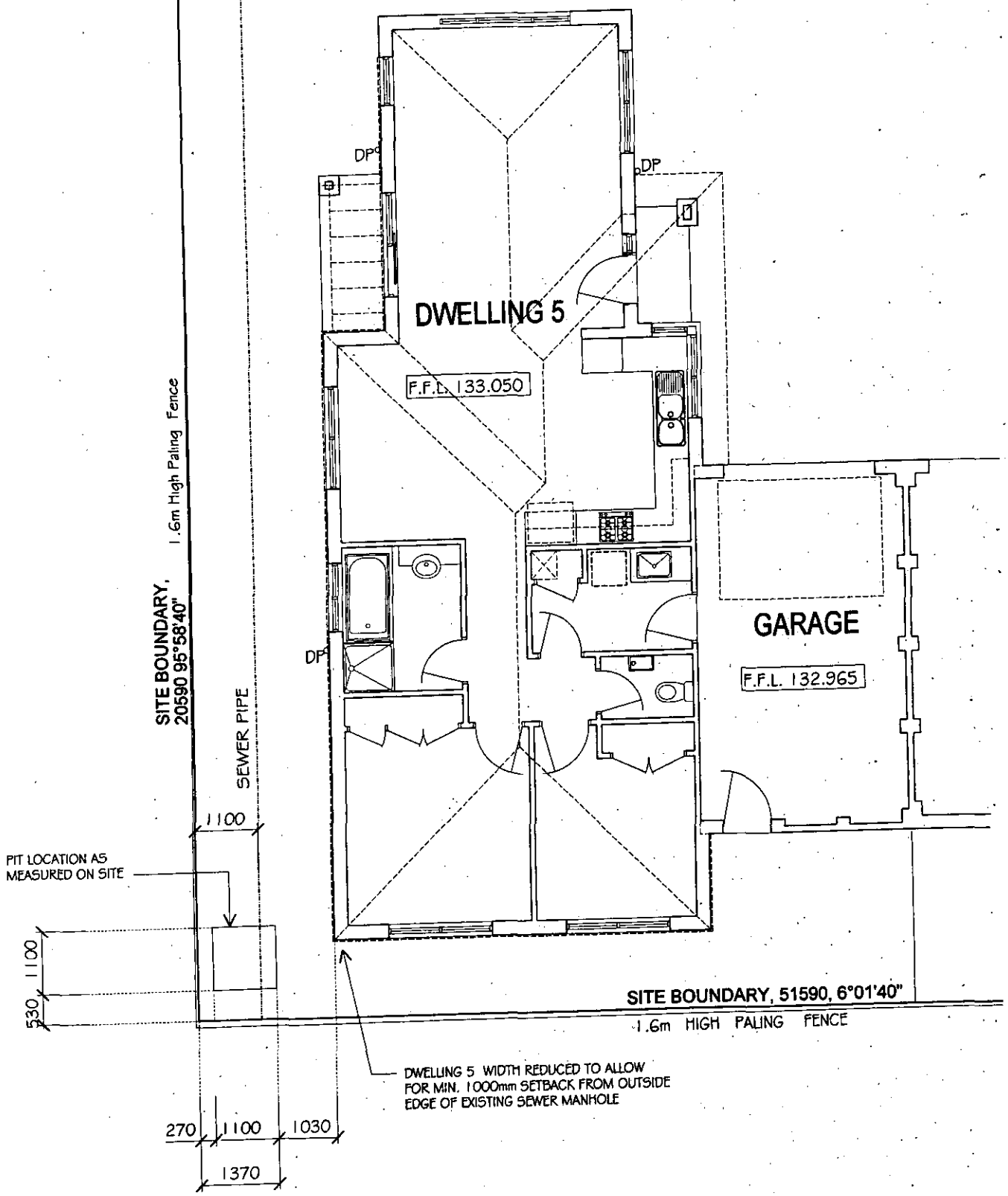
Project: RESIDENTIAL DEVELOPMENT
38-40 COULSTOCK STREET, EPPING, VIC.

Title: GROUND FLOOR SITE LAYOUT PLAN

Scale: 1:200 | Date: MAR. 2009
Project No. 07242 | Drawing No. A02 | Issue B

8 of 12

PSP: 526162 Instal: 16335761



RESIDENTIAL DEVELOPMENT
38-40 COULSTOCK STREET, EPPING, VIC.

YARRA VALLEY WATER
REGISTERED
PLAN 2 of 2
THIS PLAN REFERS TO
LETTER DATED 21/12/09
File No. 3-272433

Yarra Valley Water Ltd
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

Facsimile (03) 9872 2500

Email: enquiry@yvw.com.au

Date: 21 December 2009

NICK
N.N DEMIRI BUILDERS
27 TELOPEA CRESCENT
MILL PARK VIC 3082

Reference Number: 3-272433
Installation Number: 16335761

BUILD OVER EASEMENT / ASSET CONDITIONS

Applicant Name: NICK
Property Address: 38 - 40 COULSTOCK STREET EPPING 8 UNIT DEVELOPMENT

Thank you for your recent Build Over Easement/Asset application.

I am pleased to provide you with advice for your proposal. The following pages contain conditions in response to your application.

An invoice for any outstanding fees will be forwarded to you shortly.

Should you have any queries please contact me either by phone or email as indicated below.

B Pagey

Bernadette Pagey
Title: Development Officer
Phone: 9872 2559
Email: Bernadette.Pagey@yvw.com.au

Thank you for your recent application to build Unit 5 near to the sewer/easement, sewer branch and sewer manhole and Unit 4 near to the sewer/easement and sewer branch at the above mentioned property.

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

The work must be carried out in accordance with the attached registered plan(s).

Any structural members, footings and piers located adjacent or parallel to the sewer must have a minimum 600mm horizontal clearance from the sewer. The centre line of the 150mm diameter sewer is located 1.10 metres from the rear boundary and is approximately 3 metres deep.

Any structural members, footings and piers crossing the sewer must have a minimum 600mm vertical clearance from the sewer. The footings may be arched to achieve this clearance.

Footings must be founded a minimum 200mm below a line drawn at 45 degrees from the invert of the sewer pipe.

Any structural members and/or footings must have a **minimum 600mm horizontal clearance** to your property sewer branches. **The sewer branches must be cut back by a Licensed Plumber to achieve the minimum clearance.** The sewer point within the property at No 38 Coulstock Street is located approximately 2.41 metres from the eastern property boundary and is approximately 1.5 metres deep. The sewer point within the property at No 40 Coulstock Street is located approximately 14.22 metres from the eastern property boundary and is approximately 1.95 metres deep.

The inspection Shafts (27A) must be extended to surface. They must be fitted with an approved screw cap finishing below an appropriate cover, flush with the finished surface level. Works must be performed by a Licensed Plumber.

The licensed plumber will be responsible to record all changes to the sewer branches on the Property Sewerage Plan. The updated information must include Surface and Invert level at inspection shaft (27A), new branch lengths to 27A and new Tie measurements.

Should only one property sewer branch be utilized in this development the other existing branch must be cut and sealed by a licensed plumber.

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan (indicating the PIC No.) must be returned within 7 days to:

Yarra Valley Water, Private Bag 1, Mitcham, 3132 Fax. 9872 1413.

Failure to forward this information to Yarra Valley Water will void this consent to build the above structure(s).

Manholes and Inspection Shafts must not be covered in any way. They must be adjusted, at the owners cost, to match the final surface level. Please contact Yarra Valley Water's, Field Maintenance Division on 9872 1521 for further information regarding this matter.

CONDITIONS OF APPROVAL

The owner will be responsible for the cost of repairing any damage caused to the sewer as a result of the above structure(s) being located over or in close proximity to the sewer.
Yarra Valley Water reserves the right for its employees or contractors to enter the property for the purpose of maintenance, repair or replacement of its sewer.
Yarra Valley Water will not be responsible for any damage caused to the above structure(s) as a result of it being located over or in close proximity to the sewer or as a result of any maintenance, repair or

replacement works carried out by Yarra Valley Water, its employees or contractors.
Yarra Valley Water will not re-instate or repair the above structure(s) if damaged.

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

A plan showing the sewer layout is included for your information.

I will be glad to answer any questions you may have and may be contacted on the number shown.

Ross-Hunt
real estate

InfoTrack
LEVEL 5 459 Collins Street
MELBOURNE VIC 3000
Email: ownerscorp@infotrack.com.au

13 March 2026

Dear Sir/Madam,

RE: O.C. NO. 634331Q - Lot 7 - Unit 7/38-40 Coulstock Street, EPPING 3076

We acknowledge receipt of your application dated 12 March 2026 and enclose an Owners Corporation Certificate in accordance with the Owners Corporation Regulations 2007.

We also enclose for your information the following:

1. Insurance Particulars
2. Minutes of the last Annual General Meeting
3. Income & Expenditure Statement and Balance Sheet
4. Statement of Advice and Information for Prospective Purchasers and Lot Owners
5. Model Rules for an Owners Corporation

We recommend that prior to settlement, a final check should be made with regard to any outstanding contributions, levies, legal charges or penalty interest.

A lot owner who sells a lot or a person who acquires a lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract. This is a requirement under the Owners Corporations Act 2006, Part 7, Section 134.

Please ensure the purchaser's telephone number and/or email address is provided for our records. This information can be forwarded on a Notice of Acquisition or Notice of Disposition to acquisitions@rosshunt.com.au.

A purchaser must provide an Australian address for serving of notices. A post office box address is not acceptable. This is to satisfy the requirements of the Victorian Civil and Administrative Tribunal, should any matter regarding a lot owner proceed before the Tribunal.

Yours faithfully,

Bradley Garlepp
Bradley Garlepp
Owners Corporation Department

Ross-Hunt Real Estate Pty Ltd ABN: 99 004 290 742
A: 99-105 Union Road, Surrey Hills 3127
P: Locked Bag 1, Surrey Hills 3127
T: 03 9830 4044 **F:** 03 98304088
E: rosshunt@rosshunt.com.au
www.rosshunt.com.au

Ross-Hunt
real estate

ABN 99 004 290 742

Prescribed Information for Owners Corporation Certificate

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation Number 634331Q at 38-40 Coulstock Street, EPPING 3076
This notice is issued in respect of Lot No. 7 / Unit No. 7
Name of Vendor: Jennifer Peggy Jackson
Applicant for the certificate is: InfoTrack on behalf of Denways legal & Conveyancing
Date application was received: 12/03/2026
The information in this certificate is issued on: 13/03/2026

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

(a) the current fees for the lot for each quarter or annually or other period;

$400.00 payable quarterly. The quarterly periods commence 1st January, April, July and October.

(b) the date up to which the fees for the lot have been paid;

31/03/2026.

(c) the total of any unpaid fees or charges for the lot;

$152.18 Interest on Arrears: Late levy payments $49.60 Interest on arrears: Late Levy payment (01/10/2024 - 31/12/2024) $40.44 Interest on arrears: Late Levy payment (01/01/2025 - 31/03/2025) $30.58 Interest on arrears: Late Levy payment (01/04/2025 - 30/06/2025) $20.60 Interest on arrears: Late Levy payment (01/07/2025 - 30/09/2025) $10.52 Interest on arrears: Late Levy payment (01/10/2025 - 31/12/2025) $0.44 Interest on arrears: Late Levy payment (01/01/2026 - 31/03/2026)

BPAY
Settlement Fees can be paid using the following details:
Biller Code: 253062
EFT REFERENCE Number: 803566211070296

(d) any special fees or levies which have been struck, and the dates on which they were struck and are payable;

None to our knowledge.

(e) any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d);

None to our knowledge.

(f) in relation to **the owners corporation's insurance** cover—

(i) the name of the company;

QBE Insurance (Australia) Limited

(ii) the number of the policy;

HU0006102516

(iii) the type of policy;

Strata Title Insurance

(iv) the buildings covered;

38-40 Coulstock Street, EPPING VIC 3076

(v) the building amount;

$4,293,000.00

(vi) the public liability amount;

$30,000,000.00

(vii) the renewal date.

09/03/2027. (The current premium for the period 09/03/2026 – 09/03/2027 has been paid)

(g) if the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution;

Not applicable

(h) the total funds held by the owners corporation;

Cash at Bank $8,754.80 as at 13/03/2026

(i) whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities;

None to our knowledge. The next Annual General Meeting date is 24/08/2026.

(j) details of any current contracts, leases, licences or agreements affecting the common property;

None to our knowledge.

(k) details of any current agreements to provide services to lot owners, occupiers or the public;

Edge 2 Edge Maintenance Pty Ltd

(l) details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied;

None to our knowledge as at 13/03/2026

(m) details of any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings;

Save for any action to recover member contributions in arrears, the owners corporation is not a party to any legal proceedings and is not aware of the likelihood of such proceedings.

(n) whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager;

Ross-Hunt Real Estate Pty Ltd, 99-105 Union Road, Surrey Hills. Vic. 3127

(o) whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment of an administrator;

No administrator is appointed.

(p) documents required to be attached to the owners corporation certificate are:

Minutes of the last Annual General Meeting Financial statements Statement of Advice and Information for Prospective Purchasers / Lot Owners Model Rules

Further information on prescribed matters can be obtained by inspection of the owners corporation register by making written application to the Manager at the address listed below.

Dated 13 March 2026

THE COMMON SEAL of OWNERS CORPORATION NO 634331Q is no longer required at this property.

Bradley Garlepp

Bradley Garlepp
Owners Corporation Department
Ross-Hunt Real Estate

STRATA SAVVY

For an independent report on your Certificate, helping you understand your rights, obligations, and relevant legal definitions, contact Strata Savvy on 0413 268 755 www.stratasavvy.com.au

BJS Body Corporate Insurance Brokers Pty Ltd

ABN 44 006 267 732 ACN 006 267 732 AFS Licence No: 241466

Level 11/600 St Kilda Road
MELBOURNE VIC 3004

PO BOX 7081
MELBOURNE VIC 3004

Tel: (03) 9860 4261
Fax: (03) 9820 5664

Email: bodycorp@bjsib.com.au

You are reminded that the policy mentioned below falls due for renewal on 9/03/2026. To ensure your continued protection, payment must be received by this due date. This is an invitation to renew, and not a demand for payment.

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Owners Corporation Plan No. 634331Q
C/- Ross Hunt Real Estate
Locked Bag 1
SURREY HILLS VIC 3127

Invoice Date: 11/02/2026
Invoice No: 85461
Our Reference: OC634331Q

Should you have any queries in relation to this account, please contact your Account Manager
Rob Howland

Class of Policy: Strata Title Insurance
Insurer: QBE Insurance (Australia) Limited
628 Bourke Street Melbourne VIC 3000
ABN: 78 003 191 035
The Insured: O.C.S.P 634331Q

RENEWAL

Policy No: HU0006102516
Period of Cover:
From **9/03/2026**
to **9/03/2027** at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
$6,885.81	$200.00	$0.00	$737.96	$757.44	$293.79

Commission earned on this invoice $1,514.88

TOTAL (Excluding Credit Card fee) **$8,875.00**

Credit Card fee (inc GST) is $79.88

PRIVACY NOTICE:
We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information.
If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website.
PLEASE SEE REVERSE FOR OTHER IMPORTANT INFORMATION

eft

Acct Name: BJS Body Corporate Insurance Brokers Pty
BSB: 083419 Account: 548492610
Reference: OC634331Q 85461

Our Reference: OC634331Q
Invoice No: 85461
Acct Man: Rob Howland

Mail this portion with your cheque payable to:
BJS Body Corporate Insurance Brokers Pty Ltd
PO BOX 7081
MELBOURNE VIC 3004

To pay with your Visa/Mastercard
Call 1300 369 589
Visit www.bjsib.com.au
Client Ref: 043839X Invoice Ref: 85461

AMOUNT DUE **$8,875.00**

IMPORTANT NOTICE TO POLICYHOLDERS, YOUR RIGHTS AND OBLIGATIONS

The information set out below is relevant to any new insurance renewal and reinstatement of any existing insurance.

1. DUTY OF DISCLOSURE (applicable to all General Insurance Contracts except Consumer Insurance Contracts)

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurers needs information about the risk that you are asking to insure. This information extends to anyone seeking to be covered by the policy. For this reason, before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose anything that you know, or could reasonably be expected to know, that may affect the Insurer's decision to insure you and on what terms.

You have this duty until the Insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not have to tell the Insurer anything that:

reduces the risk they insure you for; or
is common knowledge; or
your insurer knows, or should know; or
your insurer waives your duty to tell them about

<u>If you do not tell the Insurers something:</u>

If you do not tell the Insurer anything that you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the Insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

One important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made completed disclosure, we suggest that you keep an up to date record of all such losses and claims.

2. Third Party Interests

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted in the policy.

3. Hold Blameless or Preventing the Right of Recovery

You are warned that should you become a party to any agreement that has the effect of excluding or limiting the insurers chances of recovery from a Third Party, the insurer will have the right to refuse to indemnify you for such loss if it is shown that the insurers rights of recovery has been prejudiced by your action.

4. Authority to Act as your Broker

When you instruct us to arrange cover on your behalf, it is deemed that you have appointed us as your agent to deal with all matters relevant to the contract including claims. Unless you have appointed us in writing to act as your Insurance Broker for your complete Insurance Program we only accept responsibility for advice in respect to this policy. We will advise you of the expiry date of your policy and make recommendations to you for cover improvement or premium cost savings available. Payment of our invoice or written instructions to renew must be received by us before 4pm on the policy expiry date, otherwise your cover will cease at that time. In the absence of your written notice to the contrary, payment of your account will be deemed to acknowledge your acceptance of these broker appointment conditions.

5. Reasonable Precautions

You must take all reasonable precautions for the maintenance and safety of the property insured and the Company will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you on your behalf.

6. Financial Ombudsman Service

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. We also subscribe to Australian Financial Complaints Authority **(AFCA)** a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from us or by contacting AFCA directly at GPO Box 3 Melbourne VIC 3001, on 1800 931 678, email: info@afca.org.au or visit the website: www.afca.org.au.

7. Cancellation

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the insurer, and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee maybe charged to process the cancellation.

8. Alterations

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the Underwriters.

9. Disclaimer

This notice is a summary only (errors and omissions, excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents, in case of any discrepancy, the underwriters' documents will prevail.

Schedule of Insurance

Class of Policy:	Strata Title Insurance	**Policy No:**	HU0006102516
The Insured:	O.C.S.P 634331Q	**Invoice No:**	85461
		Our Ref:	OC634331Q

This policy has been placed through

CHU Underwriting Agencies Pty Ltd
ABN 18 001 580 070
Level 21 / 150 Lonsdale Street, Melbourne VIC 3000

CHU Underwriting Agencies Pty Ltd is an underwriting agency who has placed the policy with

QBE Insurance (Australia) Limited
ABN 78 003 191 035
628 Bourke Street Melbourne VIC 3000

Policy Wording:	CHU Residential Strata Insurance Plan	
The Insured:	Owners Corporation Plan No. PS 634331	
Situation:	38 COULSTOCK STREET EPPING VIC 3076	
Policy Period:	From	09/03/2026 at 4.00pm
	To	09/03/2027 at 4.00pm

SECTIONS	SUM INSURED
Section 1 – Insured Property	
Building	$ 4,293,000
Common Area Contents	$ 42,930
Loss of Rent & Temporary Accommodation (total payable)	$ 643,950
Lot Owners' Fixtures and Improvements (per lot)	$ 250,000
Optional Extensions:	
Catastrophe Insurance Sum Insured	$ 643,950
Extended Cover – Loss of Rent & Temporary Accommodation	$ 96,592
Escalation in Cost of Temporary Accommodation	$ 31,197
Cost of Removal, Storage and Evacuation	$ 32,197
Machinery Breakdown	Not Selected
Lot Owners' Contents inclusion (per lot)	Not Selected
Section 2 – Liability to Others	
Sum Insured	$ 30,000,000
Section 3 – Voluntary Workers	
Death	$ 300,000
Total Disablement	$ 3,000 per week
Section 4 - Fidelity Guarantee	

Class of Policy:	Strata Title Insurance	**Policy No:**	HU0006102516
The Insured:	O.C.S.P 634331Q	**Invoice No:**	85461
		Our Ref:	OC634331Q

Sum Insured	$ 250,000

Section 5 - Office Bearer's Legal Liability

Limit of Liability	$ 5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs	$ 25,000
Appeal expenses - common property health & safety breaches	$ 100,000
Legal Defences Expenses	$ 50,000
Flood	**Included**

EXCESSES

Section 1 – Insured Property

Standard	$ 2,000
Water Damage	$10,000
Exploratory Costs - Burst Pipes	$10,000

Optional Extensions - Excesses

Section 2 – Liability to Others

Other excesses payable are shown in the Policy Wording

Important Information

Confirmation of Cover

The cover provided by this schedule forms part of your contract of insurance and is in force for the Period of Insurance shown. Cover is subject to the policy terms, conditions, limitations and exclusions. Please refer to your policy document and PDS.

Your duty when you renewal your policy

This document sets out the information we hold about you, your property and your policy.

By law, you must take reasonable care not to make a misrepresentation. This means before renewal, you must review this information and tell us if anything is wrong or if there have been any changes. Some types of changes may impact our offer of renewal terms.

If we do not hear from you and you renew your policy, this means you agree that the information you have previously provided to us is correct and that nothing has changed.

If you do not tell us about anything that has changed, or if any of the information is misleading, incomplete, inaccurate or fraudulent we may reduce or not pay a claim, cancel your policy or treat it as if it never existed. If anything is unclear, please contact us.

Excesses – Explanatory Notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Class of Policy:	Strata Title Insurance	**Policy No:**	HU0006102516
The Insured:	O.C.S.P 634331Q	**Invoice No:**	85461
		Our Ref:	OC634331Q

Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

Please refer to the Policy Wording / PDS for full details of cover provided.

FURTHER INFORMATION ABOUT OUR ADVICE

What is the purpose of this information?
This is important information about our remuneration and any relevant associations or interests we have that may influence our advice. This document is designed to assist you in making an informed decision about whether or not to act on our personal advice about your insurance needs.

The personal advice that we have provided you about your insurance needs may be based on incomplete or inaccurate information relating to your personal circumstances and because of that you should, before acting on the advice, consider the appropriateness of the advice, having regard to your personal circumstances.

What remuneration (including commission) or other benefits do we or our associates receive in connection with this advice that may influence us?

We do not get any remuneration or other benefits from giving this advice unless you instruct us to arrange the recommended policy.

If you instruct us to arrange the recommended policy, we will:

- Receive commission or brokerage as detailed on this invoice and
- Charge you a fee as detailed on this invoice

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MINUTES OF INTERIM ANNUAL GENERAL MEETING
Owners Corporation Strata Plan No. 634331Q
38-40 Coulstock Street, EPPING VIC 3076
HELD ON: 27/08/2025 at 15:00PM
LOCATION: Online via Teams

PRESENT:

Lot#	Unit#	Attendance	Owner Name
5	5	Yes	Inna Pecheniyuk
6	6	No	Meredith A. E. Jeffery & Nicholas B. Pree (Apology)

IN ATTENDANCE:
Rebecca Richert representing Ross-Hunt Real Estate

CHAIRPERSON(acting):
Rebecca Richert

1. MINUTES
Resolved that the minutes of the last Annual General Meeting held on 10/09/2024 were accepted as presented.

2. FINANCIAL REPORTS
Resolved that the Statement of Financial Performance for the financial year ending 31/07/2025 was accepted as presented.

3. AUDITING AND FINANCIAL REPORTING
Resolved that the Owners Corporation is a non-reporting and not for profit entity for financial reporting purposes.

4. MANAGER'S REPORT
Notation: The Manager advised the meeting of Professional indemnity cover held by Ross-Hunt Real Estate for $5 million. Policy No: 2023-RE44993-83294 with Woodina Underwriting Agency.

5. COMMITTEE
Resolved that one owner per lot is a member of the committee. The chairperson's position remains vacant.

Dispute Resolution: Once an issue is brought to the attention of the manager, this is to be emailed to the chairperson or representative of the committee. The responsibility of the chairperson is to inform and discuss any issues arising at their property, being via calling of a committee meeting or by email. The correspondence is between the committee only (not the manager) and once a decision is made, then it is the responsibility of the chairperson to instruct the manager in writing.

6. DELEGATION TO COMMITTEE

Resolved the Owners Corporation delegates to the committee all the powers and functions of the Owners Corporation except:-

i) A power or function requiring a special resolution;

ii) A power or function requiring a unanimous resolution;

iii) A power or function that may only be determined by ordinary resolution of the Owners Corporation at a general meeting pursuant to Section 82.

The purpose of a committee is to make decisions outside the Annual General Meeting. The committee provides a link between the manager and property enabling efficient processing of items which require attention. These items would generally be maintenance related or sometimes in relation to special legal or capital works projects. It is the committee's responsibility to act in the best interests of the Owners Corporation.

7. INSURANCE

Resolved that the Building Cover is to **remain at $4,293.000**. Excess payable by Owner or Owners Corporation, depending on the claim.

Policy Number: HU0006102516	Type: Strata	Broker: BJS Body Corporate Insurance Brokers P/L
Insurer: CHU Underwriting Agencies Pty Ltd.	Premium: $7,450.00	Paid On Date: 12/02/2025
Policy Start Date: 09/03/2025	Next Due Date: 09/03/2026	
Cover	**Sum Insured**	**Excess**
Building	$4,293,000.00	$2,000.00
Public Liability	$30,000,000.00	$2,000.00
Water Damage/Burst Pipes		$2,000.00

For all excesses and cover please refer to policy document, which is available from BJS Body Corporate Insurance Brokers Pty Ltd (BJS). Ph: 1800 003 077.

Ross-Hunt Real Estate Pty Ltd has a distributor agreement with BJS. As part of the agreement there is a beneficial relationship between the two entities, relating to insurance policies in the name of the Owners Corporation. Ross-Hunt Real Estate receives 25% of the commission earned by BJS on new insurance policies only. The arrangement contributes to a lower level of management fees and does not increase the cost of the insurance to the Owners Corporation.

Notation: FINANCIAL SERVICE GUIDE AND PRODUCT DISCLOSURE STATEMENT (FSG & PDS).
Following legislative changes in the financial service industry, Owners Corporation Managers as arrangers of insurance must either hold an Australian Financial Services License or be authorised to act on behalf of a Licensee. Ross-Hunt Real Estate has elected to become a distributor of BJS and our authority allows us to provide instructions to BJS to arrange insurance, present quotations and renewal invitations to the Owners Corporation which are provided by BJS (including the invoice, BJS FSG and relevant Insurers PDS) and renew insurance following your authority. We cannot provide advice however if you require personal advice you can contact BJS or an insurance broker of your choice.

8. VALUATION

Resolved that Ross-Hunt Real Estate is not to obtain a valuation. The matter will be discussed at the next AGM.

9. CONTRACTORS INSURANCE

Resolved that Ross-Hunt Real Estate advises that any member(s) who engage(s) or recommends the services of a contractor to carry out works at the property on behalf of the Owners Corporation must undertake to ensure that the contractor maintains public liability insurance and workers compensation cover for the duration of the works and that the contractor provides an indemnity to The Owners Corporation and Ross-Hunt Real Estate against all claims arising out of the works.

10. DEBT COLLECTION

Resolved that Ross-Hunt Real Estate is authorised to engage the services of a solicitor to submit an application to the Victorian Civil Administrative Tribunal or any other court of jurisdiction for debt recovery against an owner. Costs will be incurred however it is reasonably expected these costs are recoverable in most circumstances.

11. OCCUPATIONAL HEALTH & SAFETY

Resolved not to carry out an assessment to determine compliance with Occupational Health and Safety Act 2004 provisions. Members advised the Manager that to the best of their knowledge, the Owners Corporation does not have any irregularities or services that would be subject to the Occupational Health & Safety Act 2004 provisions.

Notation: The Manager advised the meeting of the operation of the Occupation Health & Safety Act 2004 and the need for compliance so as not to adversely impact on the insurance policy of the property and in order to avoid any possible penalties being applied to the Owners Corporation. The Manager advised members that Ross-Hunt Real Estate is not a building surveyor or engineer and is not able to determine compliance obligations.

12. GUTTER CLEANING

Resolved that the cleaning of the gutters and downpipes is to remain the individual responsibility. The manager advises that these should be cleaned on an annual basis as an important part of building maintenance.

13. CARETAKER

Resolved that the current caretaker continue for a further 12 months.

14. GENERAL BUSINESS

Resolved that there were no items of general business to discuss.

15. INTEREST ON OUTSTANDING FUNDS

Resolved that Ross-Hunt Real Estate be authorised on behalf of the Owners Corporation to charge interest on money owing to the Owners Corporation at a rate not exceeding the maximum rate of interest payable under the Penalty Interest Rates Act 1983. Such interest is to apply to both levies and normal contributions. The due dates for normal contributions are payable in advance commencing on 1/10/2025,1/01/2026,1/04/2026,1/07/2026 and each subsequent year. Interest is to apply to contributions which are outstanding in excess of 30 days from the due date as set out. Levies are due and payable upon the date of issue. Interest will be charged on unpaid levies 30 days after this date. A late fee of $20.00 will be issued if payment has not been received within this timeframe.

16. ATO REQUIREMENTS

Resolved as there is no assessable income, there is no income tax return to be lodged for the year.

17. BUDGET

Resolved that the budget as presented was accepted. See attached budget sheet.

18. CONTRIBUTIONS

Resolved that the total Annual Contributions as per budget to remain $16,000 and to be payable on a Quarterly basis in advance commencing 1/10/2025,1/01/2026,1/04/2026,1/07/2026 in accordance with unit liability.

19. MANAGEMENT

Resolved in accordance with the Owners Corporation Act 2006 a management form in the approved format was presented to the meeting and it was agreed to delegate the Owners Corporation authority to Inna to sign the contract appointing Ross-Hunt Real Estate for a period of 12 months.

20. NEXT MEETING

Resolved that the next Annual General Meeting is to be held online on Monday, 24 August 2026 commencing at 3pm.

Please note, this is a provisional date. Confirmation will be provided approximately 3 weeks prior to the date of the meeting.

"Closing comment: There being no further comments, the chairperson declared the meeting closed at 15:15 on 27-08-2025."

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Sales | Auctioneers | Buyers Advocacy | Rentals | Owners Corporation

Approved Budget to apply from 01/08/2025 - 31/07/2026

Date : 27/08/2025
Time : 16:03
Username : Rebecca Richert
Client Position : Strata Manager

The Owners Corporation 634331Q ABN: 23 310 220 543 38-40 Coulstock Street, EPPING VIC 3076

Administrative Fund

			Approved Budget
Revenue			
143000	Levies Due--Admin		16,000.00
142500	Interest on Arrears--Admin		0.00
		Total revenue	16,000.00
Less expenses			
150100	Admin--Administration Fee		1,090.00
154000	Admin--Management Fees		3,150.00
159100	Insurance--Premiums		8,500.00
167200	Maint Bldg--General Repairs		880.00
176410	Maint Grounds--Caretaking		2,500.00
		Total expenses	16,120.00
Surplus/Deficit			(120.00)
Opening balance			13,633.99
Closing balance			$13513.99
Total units of entitlement			800.00
Levy contribution per unit entitlement			$20.00
Budgeted standard levy revenue			16,000.00
Add GST			0.00
Amount to raise in levies including GST			$16,000.00

Sinking Fund

			Approved Budget
Revenue			
242500	Interest on Arrears--Capital Works		0.00
		Total revenue	0.00
Less expenses			
		Total expenses	0.00
Surplus/Deficit			0.00
Opening balance			0.00
Closing balance			$0.00
Total units of entitlement			800.00
Levy contribution per unit entitlement			$0.00
Budgeted standard levy revenue			0.00
Add GST			0.00
Amount to raise in levies including GST			$0.00

Understanding Interim Resolutions at General Meetings

Owners Corporation Act 2006

Overview: The Act allows Owners Corporation general meetings to proceed without a quorum. In such instances, any resolutions passed at the meeting are considered **interim resolutions**. An interim resolution is passed on the 29th day after the day of the meeting unless a notice of special general meeting is issued within the 29-day period. A special general meeting notice can be issued if lot owners whose lot entitlements total at least 25% of all lot entitlements petition the manager to do so.

Legislation

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 owner's 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 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 was made but if notice of a special 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 28 day period.

(5) An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.

Important Information for Owners

1. **After-Hours Emergency Assistance**
   In the event of an after-hours emergency, please contact the Ross-Hunt Real Estate office on **(03) 9830 4044.**
   Please be aware that if the issue is determined to be the responsibility of the individual unit owner (rather than the Owners Corporation), the attending costs will be charged directly to the owner.

2. **Insurance Exclusions**
   Owners Corporation Insurance **does not cover** the following within individual units:
   - Carpets
   - Window Coverings
   - Light Fittings
   - Public Liability

   We recommend all owners hold adequate **Contents Insurance** and/or **Residential Landlords Fixtures and Fittings Insurance,** which should include **Public Liability Cover.** For assistance with suitable insurance options, you can contact **B.J.S. Body Corporate Insurance Brokers -** Toll Free **1800 003 077**

3. **Making an Insurance Claim**
   If you need to lodge a claim under the Owners Corporation insurance policy, please reach out to your **Owners Corporation Manager** directly.
   For incidents involving burglary or malicious damage**,** a **Police Report** is required before a claim can be submitted.
   Ross-Hunt Real Estate will assist with lodging claims on behalf of owners. However please note that we are not able to influence the outcome of the claim or performance of any contractors appointed by the insurer.

4. **Updating your Contact Details**
   To ensure our records remain up to date, please notify us in **writing** of any changes to your:
   - Ownership / Name
   - Residential Address (Note –PO Boxes are not accepted)
   - Email Address
   - Agent

   You can update your contact details by:

   - Replying to a Ross-Hunt email
   - Completing the online form: https://www.rosshuntownerscorporation.com.au/update-details

5. **Reporting Safety Concerns**
   Your safety and the upkeep of the property are our priority. If you notice any safety issues or hazards relating to the building or common property, please contact your Owners Corporation Manager as soon as possible so we can take appropriate action.

6. **We Value Your Feedback**
   Your feedback helps us improve. If you have any suggestions or concerns, we'd love to hear from you. Please email us at: feedback@rosshunt.com.au

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Ross-Hunt real estate
Celebrating 50 Years of serving the community
Sales Auctioneers Buyers Advocacy Rentals Owners Corporation

Strata Plan No. The Owners Corporation 634331Q

38-40 Coulstock Street, EPPING VIC 3076

Statement of Financial Performance

FOR THE PERIOD 01/08/2024 TO 31/07/2025

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/08/2024-31/07/2025	01/08/2024-31/07/2025	01/08/2023-31/07/2024
	Administrative Fund		
INCOME			
Insurance Claims--Admin	$5,557.00	$0.00	$0.00
Insurance Excess--Admin	$2,000.00	$0.00	$0.00
Levies Due--Admin	$16,000.00	$16,000.00	$15,750.10
Interest on Arrears--Admin	$61.29	$0.00	$1.87
Levies Due--Opening Balance Arrears & Interest - Admin	$0.00	$0.00	$4.31
Recovery--Legal Fees--Admin	$220.00	$0.00	$0.00
Recovery--Other--Admin	$1,243.00	$0.00	$0.00
Debt Recovery	$0.00	$0.00	$0.00
TOTAL ADMINISTRATIVE FUND INCOME	**$25,081.29**	**$16,000.00**	**$15,756.28**
EXPENDITURE - ADMINISTRATIVE FUND			
Admin--Administration Fee	$1,090.00	$1,090.00	$1,090.00
Admin--After Hours Service	$150.00	$0.00	$0.00
Admin--Legal & Debt Collection Fees	$220.00	$0.00	$0.00
Admin--Management Fees	$3,000.00	$3,000.00	$2,916.00
Insurance--Premiums	$7,775.00	$7,590.00	$6,600.00
Insurance--Valuation Indexed	$148.50	$0.00	$0.00
Maint Bldg--General Repairs	$0.00	$880.00	$0.00
Maint Bldg--Insurance Repairs	$7,557.00	$0.00	$0.00
Maint Bldg--Plumbing & Drainage	$1,848.00	$0.00	$0.00
Maint Bldg--Signs & Notice Boards	$185.00	$0.00	$0.00
Maint Grounds--Caretaking	$2,310.00	$3,000.00	$2,570.00
TOTAL ADMINISTRATIVE FUND EXPENDITURE	**$24,283.50**	**$15,560.00**	**$13,176.00**
SURPLUS/DEFICIT	**$797.79**	**$440.00**	**$2,580.28**
OPENING ADMINISTRATIVE FUND BALANCE	$12,822.16	$12,822.16	$10,241.88
ADMINISTRATIVE FUND BALANCE	**$13,619.95**	**$13,262.16**	**$12,822.16**

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/08/2024-31/07/2025	01/08/2024-31/07/2025	01/08/2023-31/07/2024
	Sinking Fund		
INCOME			
Levies Due--Capital Works	$0.00	$0.00	$0.00
Interest on Arrears--Capital Works	$0.00	$0.00	$0.00
TOTAL SINKING FUND INCOME	**$0.00**	**$0.00**	**$0.00**
EXPENDITURE - SINKING FUND			
TOTAL SINKING FUND EXPENDITURE	**$0.00**	**$0.00**	**$0.00**
SURPLUS/DEFICIT	**$0.00**	**$0.00**	**$0.00**
OPENING SINKING FUND BALANCE	$0.00	$0.00	$0.00
SINKING FUND BALANCE	**$0.00**	**$0.00**	**$0.00**

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Sales | Auctioneers | Buyers Advocacy | Rentals | Owners Corporation

Statement of Financial Position
AS AT 31/07/2025

Date : 13/08/2025
Time : 10:16
Username :
Client Position :

Strata Plan No. The Owners Corporation 634331Q — 38-40 Coulstock Street, EPPING VIC 3076

	Actual 01/08/2024 - 31/07/2025	Actual 01/08/2023 - 31/07/2024
Owners Funds:		
Administrative Fund		
Operating Surplus/Deficit--Administrative Fund	$797.79	$2,580.28
Owners Equity--Admin	$12,822.16	$10,241.88
	$13,619.95	$12,822.16
Sinking Fund		
Operating Surplus/Deficit--Sinking Fund	$0.00	$0.00
	$0.00	$0.00
Net Owners Funds	$13,619.95	$12,822.16
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin	$11,516.69	$11,725.59
Receivable--Levies--Admin	$1,856.87	$1,456.87
Interest Receivable--Levies--Admin	$60.43	$0.00
Receivable Owners - Admin	$200.00	$0.00
	$13,633.99	$13,182.46
Sinking Fund		
	$0.00	$0.00
Unallocated Money		
	$0.00	$0.00
Total Assets	$13,633.99	$13,182.46
Less Liabilities		
Administrative Fund		
Creditors--Other--Admin	$14.04	$360.30
	$14.04	$360.30
Sinking Fund		
	$0.00	$0.00
Unallocated Money		
	$0.00	$0.00
Total Liabilities	$14.04	$360.30
Net Assets	$13,619.95	$12,822.16

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporation Regulations 2007

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

Ross-Hunt
real estate

Model Rules for an Owners Corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

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 low owner's lot is provided with a copy of fire safety advice and nay 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 his or her own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
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, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and /or common property.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or he 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 must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

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

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Property Clearance Certificate

Land Tax

INFOTRACK / DENWAYS LEGAL & CONVEYANCING

Your Reference:	26-3665
Certificate No:	98250641
Issue Date:	17 MAR 2026
Enquiries:	TVD0

Land Address: UNIT 7, 38 COULSTOCK STREET EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39046792	7	634331	11287	135	$0.00

Vendor: ALAN JACKSON

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS JENNIFER PEGGY JACKSON	2026	$250,000	$0.00	$0.00	$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$575,000
SITE VALUE (SV):	$250,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 98250641

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 = $250,000

Calculated as $975 plus ($250,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $5,750.00

Taxable Value = $575,000

Calculated as $575,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 98250641

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: 98250641

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 / DENWAYS LEGAL & CONVEYANCING

Your Reference:	26-3665
Certificate No:	98250641
Issue Date:	17 MAR 2026
Enquires:	TVD0

Land Address:	UNIT 7, 38 COULSTOCK STREET EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39046792	7	634331	11287	135	$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:	$575,000
SITE VALUE:	$250,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98250641

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 / DENWAYS LEGAL & CONVEYANCING

Your Reference:	26-3665
Certificate No:	98250641
Issue Date:	17 MAR 2026

Land Address:	UNIT 7, 38 COULSTOCK STREET EPPING VIC 3076

Lot	Plan	Volume	Folio
7	634331	11287	135

Vendor: ALAN JACKSON

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: 98250641

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 98250640

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: 98250640

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 17 March 2026 09:14 PM

PROPERTY DETAILS

Address:	**7/38 COULSTOCK STREET EPPING 3076**
Lot and Plan Number:	**Lot 7 PS634331**
Standard Parcel Identifier (SPI):	**7\PS634331**
Local Government Area (Council):	**WHITTLESEA** www.whittlesea.vic.gov.au
Council Property Number:	**799601**
Planning Scheme:	**Whittlesea** Planning Scheme - Whittlesea
Directory Reference:	**Melway 182 B11**

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:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**THOMASTOWN**

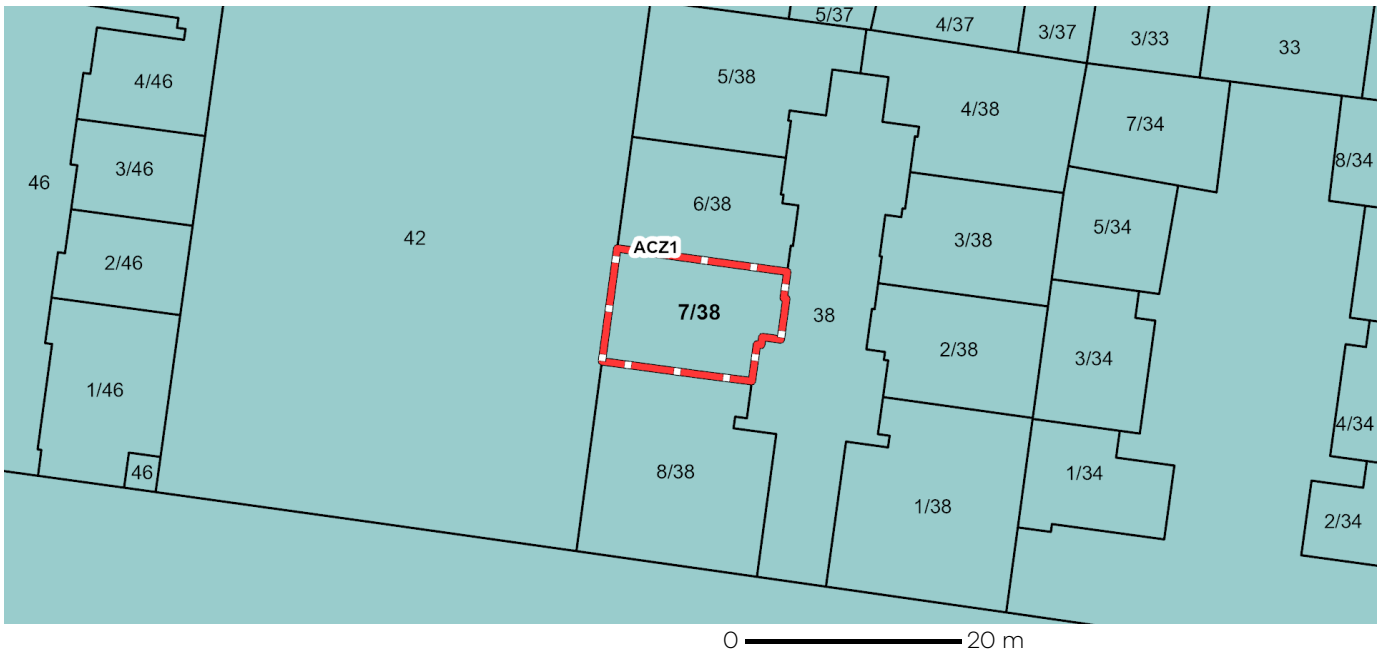
OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

ACTIVITY CENTRE ZONE (ACZ)
ACTIVITY CENTRE ZONE - SCHEDULE 1 (ACZ1)



ACZ - Activity Centre

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

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

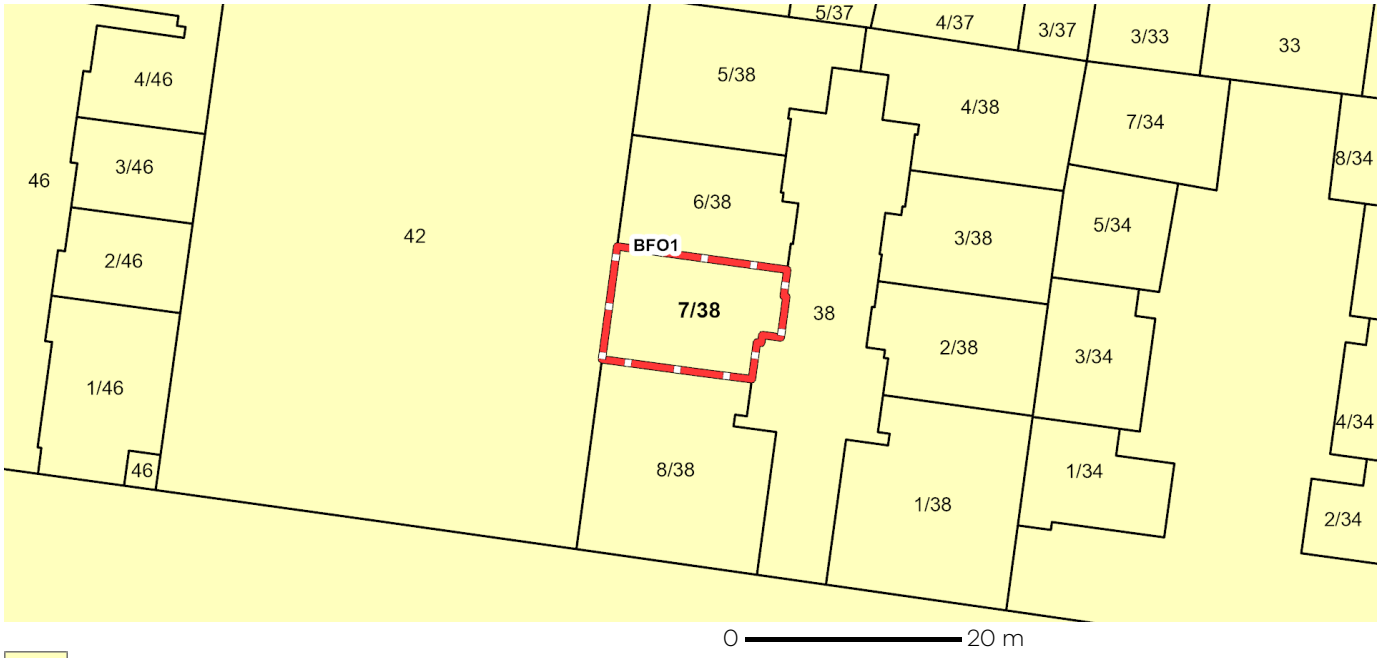
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

BUILT FORM OVERLAY (BFO)

BUILT FORM OVERLAY - SCHEDULE 1 (BFO1)



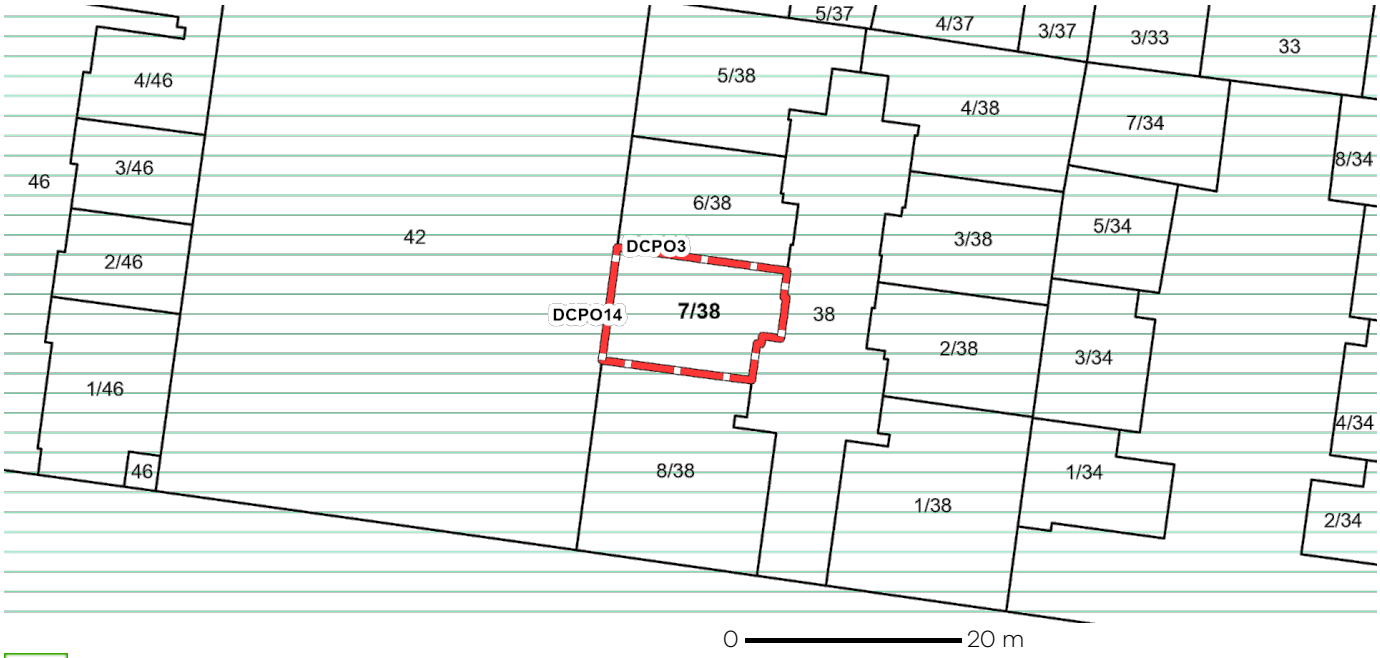
BFO - Built Form Overlay

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

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 14 (DCPO14)



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

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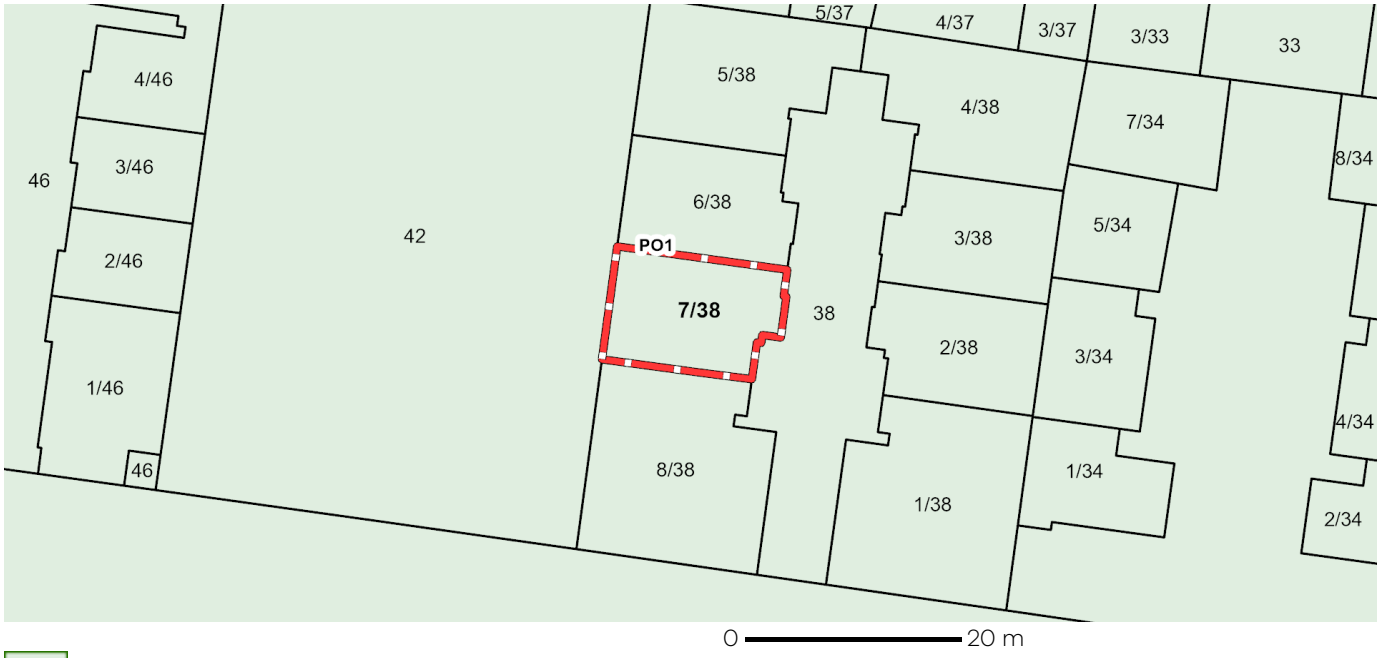
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

PARKING OVERLAY (PO)
PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



PO - Parking 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 13 March 2026.

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

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

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

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

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

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

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

PLANNING PROPERTY REPORT

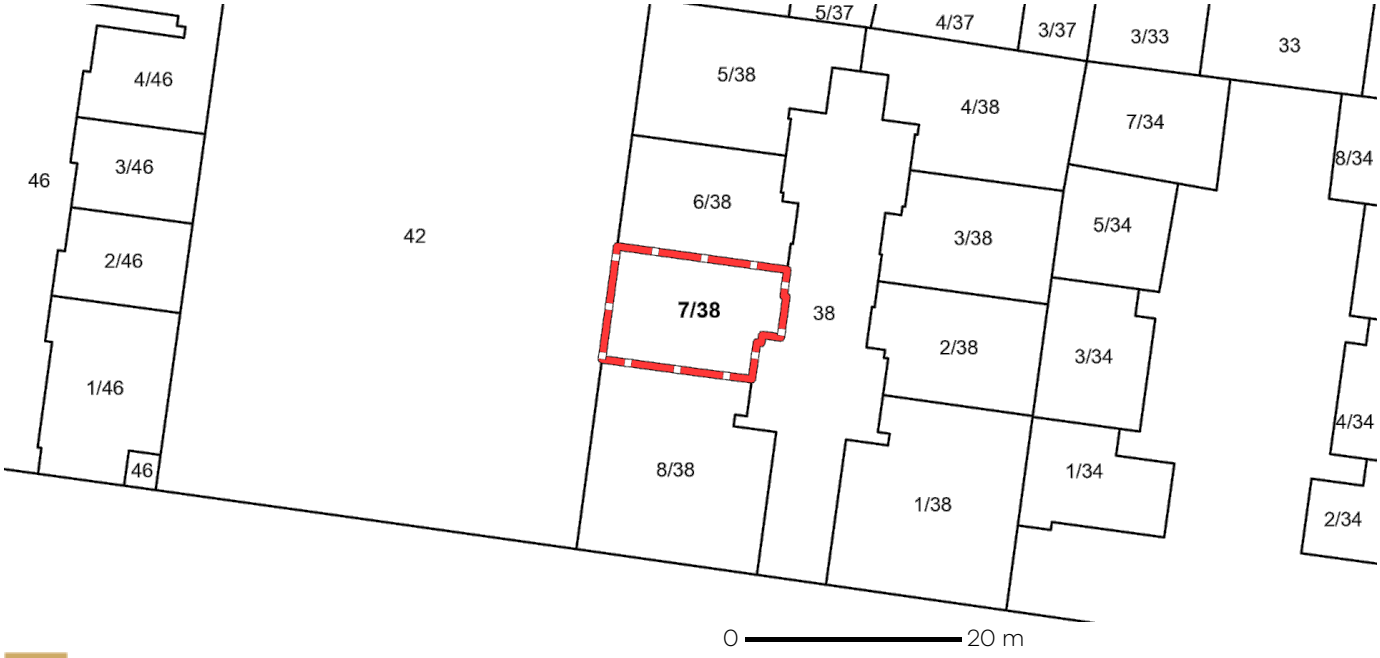
Department of Transport and Planning

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 Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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