

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

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

The terms of this contract are contained in the:

- Particulars of sale
- Special conditions contained in this Contract of Sale
- General conditions and any Additional clauses added by the Real Estate Agent

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

SIGNING OF THIS CONTRACT

The authority of a person signing:

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

must be noted beneath the signature.

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

- (Contract of Sale of Real Estate-----Particulars of Sale);
- Special Conditions, if any, any Additional clauses added by the Real Estate Agent
- (Contract of Sale of Real Estate-----General Conditions);
- Vendor's Statement

SIGNED BY THE PURCHASER on...../...../2026

print name of person signing:

state nature of authority if applicable

(e.g. "director", "attorney under power of attorney")

This offer will remain open until the Vendor is served with a Notice informing him that the offer has been withdrawn

SIGNED BY THE VENDOR on...../...../2026

print name of person signing:

State nature of authority if applicable

(e.g. "director", "attorney under power of attorney")

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

IMPORTANT NOTE TO PURCHASERS - COOLING OFF

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

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

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

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

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

- you bought the property at 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 mainly for farming; or
- you and the vendor previously signed a contract for the sale same land in substantially the same terms, or
- you are an estate agent or a corporate body.

PARTICULARS OF SALE

REAL ESTATE AGENT: **HARCOURTS RATA & CO**
1/337 Settlement Road
THOMASTOWN VIC 3074
PH: 9436 6888

VENDOR: **MATTHEW ANTHONY COSTA**

VENDORS
CONVEYANCER: **Sargeants Conveyancing - Wallan**
Conveyancing and Property Transfer Specialists
P.O Box 542 WALLAN 3756
Tel: 5783 1655
office@sargeantswallan.com

PURCHASER:

Address:

PURCHASERS
REPRESENTATIVE:

STREET ADDRESS: **7 GAGAN CRESCENT SOUTH MORANG VIC 3752**
LAND BEING SOLD: The land which is currently fenced and/or occupied by the
vendor and contained only within the land described in
Certificate of Title VOLUME **12491** FOLIO **881**

GOODS: All fixed floor coverings, electric light fittings and window furnishings excluding security system & cameras

PRICE \$

DEPOSIT \$ _____ 10% on the signing hereof

BALANCE \$ _____

PAYMENT OF BALANCE is due on/..... 2026
being the **SETTLEMENT DATE** or earlier by mutual agreement and is the date upon which

*vacant possession of the Land and Goods

*receipt of the rents and profits

shall be given, namely upon acceptance of Title and payment of the whole of the purchase price.

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

GST (refer to general condition 19)

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

If this is a sale of a 'farming business' or a 'going concern' then add the words 'farming business' or 'going concern' in this box

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

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

in which case the particulars of the lease are attached

Special conditions

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

Special conditions
Note that Additional clauses may be added by the
Real Estate Agent

Loan (refer to general condition 20)

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

Lender:

Loan Amount:

Approval date:

Building and Pest Report

If the sale is subject to a Report then indicate which report or reports are applicable

Building Report - Yes / No and Pest Report - Yes / No

If the sale is subject to a Report **general condition 21** and/or **general condition 22** apply as applicable

Special Conditions

1. Deposit not paid and or repudiation

If the purchaser breaches this contract by failing to pay the whole or any part of the deposit by the due date, then the vendor may in his absolute discretion immediately terminate this contract by giving written notice to the purchaser of his decision to terminate this contract on the basis that it is a fundamental breach of the contract.

Further if this contract ends pursuant to this Special Condition or by the repudiation of this contract by the purchaser that is accepted by the vendor then compliance with the requirements of General condition 34 shall not be a prerequisite to the vendor pursuing all or any of his rights pursuant to General Condition 35.

2. Warranties and Exclusions

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting this contract other than those that are embodied in this contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendors agents.

Marketing Materials

The Purchaser agrees that he has not relied in any way on any marketing materials, photos, displays or concept plans contained or used or provided in marketing materials and has relied solely on his own searches, enquiries and due diligence.

3. Planning

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof in any circumstances whatsoever.

4. Restrictions

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are known to the vendor or whether they are disclosed or not. The purchaser accepts the location of all buildings and the current condition of all works and shall not make any claim whatsoever in relation thereto.

5. Buildings and Land

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon.

It is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors Title.

The purchaser shall not claim any compensation whatsoever from the vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any work whatsoever including any requirement to comply with any Council or any other requirements. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

The purchaser specifically acknowledges that he is aware that the property may be contaminated, or contain asbestos and/or that some of the materials in the building, including cladding may be combustible and may require removal.

7. Goods

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

8. Pool

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

1. Register the pool or spa with the local council if the vendor has not already done so,
2. Arrange a private inspection and obtain a report at his cost,
3. Comply with all the requirements of the report,
4. Arrange any further inspections at his cost, and
5. Provide the local council with a Certificate of Compliance and pay the required fee

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

9. Solar Panels and Batteries

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

10. Purchasers damages

In the case of a default by the Vendor, the purchaser cannot claim any interest, damages or any costs or any other loss whatsoever that would otherwise be recoverable by the purchaser. This special condition shall be a fundamental condition and shall override any rights of the purchaser under this contract including General condition 35.3, or under any legislation or common law, save for the repayment of all money and his right to a charge over the property to secure the repayment.

It is agreed that all the rights of the purchaser shall merge in the Transfer of Land and settlement.

11. Purchaser a resident of or entitled to purchase land in Australia

In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the purchaser hereby warrants that he has when required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non-objection by the Treasurer or submits evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisition and Takeovers Act 1975. The purchaser further acknowledges that in the event that this warranty is untrue in any respect, the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on this warranty when entering into this contract, including any reasonably foreseeable or consequential loss.

12. Australian Consumer Law

The vendor and the purchaser agree that this contract is not a standard form contract within the meaning of the Australian Consumer Law.

The purchaser acknowledges and agrees that before signing this Contract the Purchaser has:-

- 17.1 Obtained or has been given the opportunity to obtain independent advice considered relevant to the purchaser; and
- 17.2 Negotiated or has had the opportunity to negotiate the terms of the Contract; and
- 17.3 The rights given to the vendor under this Contract are reasonably necessary to protect the legitimate interests of the vendor.

It is agreed if any term of this contract that is found to breach the Australian Consumer Law it agreed by the parties that it will be varied the the least possible extend so that it does comply.

13. General Rules for the conduct of Public Auctions

If the property is offered for sale by public auction, subject to the vendors reserve price.

The Rules for the conduct of the auction shall be as set out in the Sale of Land (Public Auctions) Regulations

2024, or any rules prescribed by regulation which modify or replace those rules.

14. Christmas Period

The due date for settlement stipulated in the Particulars of Sale must not be between 22 December, 2026 and 13 January, 2027 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, then this special condition shall prevail and the settlement date will be 15 January, 2027.

15. Interest and Costs Payable Upon Default

If the purchaser defaults in payment of any money under this Contract then interest at the rate of sixteen percent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$550-00 (inclusive of GST) together with a further sum of \$550-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

16. Late Settlement Rescheduling Fee

If settlement is delayed, postponed, or rescheduled at the request of the Purchaser, or due to the Purchaser's failure to be ready, willing, and able to settle on the due settlement date, the Purchaser must pay to the Vendor a rescheduling fee of **\$330.00 (including GST)**.

The rescheduling fee is payable **for each rescheduled settlement date** and must be paid prior to, or at the time of, the new settlement date.

Payment of this fee does not limit any other rights or remedies available to the Vendor under the Contract or at law.

General conditions

The vendor warrants that these general condition shall be deemed to be consistent with the 2025 version published by the Real Estate Institute of Victoria Ltd at reiv.com.au (REIV version) and where there is any omission or conflict, the REIV version shall prevail.

For the purpose of adopting plain English, and clarification these General Conditions have been simplified and also any rarely used clauses have been omitted from this version of the General Conditions

The vendor also warrants that any additional Conditions shall only be set out in separate **Special conditions** or any **Additional clauses** added by the Real Estate Agent

Contract signing

1. ELECTRONIC SIGNATURE

The parties consent to this contract being signed by electronic signatures and in counterparts

2. LIABILITY OF SIGNATORY

All signatories shall be personally liable for the performance of this contract

3. GUARANTEE

If the purchaser is or includes a company, all the Directors must sign the attached Guarantee

4. NOMINEE

The purchaser may nominate at any time, however if requested by the Vendor, the nominee and all the directors of any nominated company must sign a personal guarantee prepared by the Vendors conveyancer and pay all the costs of and incidental to the preparation and execution of the guarantee or guarantees.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

- (a) all encumbrances other than mortgages or caveats;
- (b) all reservations, exemptions and conditions in the crown grant;
- (c) any lease or tenancy.

5.2 The Purchaser indemnifies the vendor in relation to all the obligations that are to be performed by the Landlord after the settlement.

6. WARRANTIES

6.1 See above

6.2 The warranties set out in general condition 6.3 and 6.4 replace the purchaser's right to make requisitions and enquiries.

6.3 The vendor warrants that he:-

- (a) has the right to sell the land;
- (b) is under no disability;
- (c) is in possession of land;
- (d) is not aware of any notice or order directly affecting the land;
- (e) is not aware of anything which could render the sale void or voidable or being capable of setting aside

6.4 The vendor further warrants that he has no knowledge of any:-

- (a) public right of way;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) Notice or order directly and currently affecting the land that will not be dealt with at settlement; or
- (e) any legal proceedings.

6.5 This clause is intentionally omitted.

6.6 The vendor provides the warranties as required by the Building Act 1993 (Vic).

6.7 This clause has been intentionally omitted.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8. SERVICES

This clause is intentionally omitted

9. CONSENTS

This clause is intentionally omitted

10. TRANSFER & DUTY

10.1 If it is to be a paper settlement the paper Transfer of Land must be delivered to the vendor at least 7 days before the due date for settlement. In all transactions the purchaser does not accept the vendors title until the final settlement.

10.2 This clause is intentionally omitted.

11. RELEASE OF SECURITY INTEREST

This clause is intentionally omitted.

12. DOMESTIC BUILDING INSURANCE

This clause is intentionally omitted.

13. GENERAL LAW LAND

The property is not General Law Land

Money

14. DEPOSIT

14.1 The purchase must pay the deposit:-

- (a) to the vendor's licenced estate agent; or
- (b) a Trust Account; or
- (c) into a special purpose account in joint names of the vendor and purchaser

15. DEPOSIT BOND

A deposit Bond is not acceptable

If a Deposit Bond is accepted by the vendor, then General Condition 15 of the REIV version shall apply to this contract.

16. BANK GUARANTEE

This clause is intentionally omitted.

17. SETTLEMENT

This clause is intentionally omitted

18. ELECTRONIC SETTLEMENT

Settlement will be in accordance with Electronic Conveyancing National Law.

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 purchase 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 state that the sale is **plus GST**;
 - (b) GST is payable solely as a result of 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 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.
 - (d) the particulars of sale specify that the supply is of a **going concern** and the supply (or part of it) **does not** satisfy the requirements of section 38-325 on the GST Act.
- 19.3 To collect any GST the vendor must deliver a Tax Invoice to the purchaser.
- 19.4 If the sale is of a **farming business** :-
- (a) the vendor warrants that the farming business has been carried on for 5 years preceding the date of supply;
 - (b) the purchaser warrants that that he intends to carry on the farming business after the settlement.
- 19.5 If the sale is **going concern**:-
- (a) It is agreed that it is a going concern;
 - (b) the purchaser warrants that he is or will be prior to settlement registered for GST; and
 - (c) the vendor warrants that he will carry on the going concern until the date of supply.
- 19.6 This clause has been intentionally omitted.
- 19.7 It is agreed the the term GST includes all GST, penalties and interest.

20. LOAN

If this contract is subject to a loan, the purchaser can end the contract if the loan is not approved by the approval date only if the purchaser has:-

- (a) immediately applied for the loan;
- (b) done everything reasonably required to obtain the loan; and
- (c) served written notice ending the contract, together with written evidence or rejection or non-approval of the loan on the Vendor within **2** clear business days of the approval date; and
- (d) is not in default.

21. BUILDING REPORT

If this contract is subject to a Building Report, the purchaser may end this contract within **14** days, if he obtains a report from a registered building surveyor, inspector or builder or an architect which discloses a current major defect in a structure on the land and gives the vendor a copy of the report and a notice ending the contract, provided he is not in default.

22. PEST REPORT

If this contract is subject to a Pest Report, the purchaser may end this contract within **14** days, if he obtains a written report from a pest inspector which discloses a current major pest infestation affecting the structure on the land and gives the vendor a copy and a written notice ending the contract, provided he is not in default.

23. ADJUSTMENTS

23.1 All periodic outgoings and rent and other income received in respect of the property must be adjusted between the parties on the settlement date. The purchaser must provide copies of all certificates and other information used to calculate the adjustments.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

Capital Gains shall be withheld in accordance with the Clearance Certificate or the directions of the ATO.

25. GST WITHHOLDING

GST will be withheld in accordance with the GST Withholding Notice provided by the Vendor (if any).

Transitional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract;
- 26.2 and 26.3 These clauses are intentionally omitted;
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

The purchasers address for service shall be his address in the Contract of Sale.

A document is sufficiently served if it is served in a manner authorised by law or by the Supreme Court for the service of documents. Express post is deemed to be served on the next business day after posting.

28. NOTICES

- 28.1 The vendor is responsible for any order, notice, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any order, notice, demand or levy imposing liability on the property that is issued or made after the day of sale that does not relate to periodic outgoings.
- 28.3 This clause is intentionally omitted.
- 28.4 This clause is intentionally omitted

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 date.

30. TERMS CONTRACT

This is not a Terms Contract, however if it is deemed to be a Terms Contract, then General Condition 30 of the REIV version shall apply to this contract.

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 wear and tear.
- 31.3 The purchaser must not delay the settlement because of 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 the settlement.

32. BREACH

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

- 32.1 compensation for any reasonably foreseeable loss resulting from the breach;
- 32.2 Any interest due under this contract as a result of the breach.

33. INTEREST

Interest at the rate for the time being fixed by section 2 of the *Penalty Interest Rate Act 1983 (Vic)* is payable at settlement on any money owing under this contract, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the

right to receive interest and the right to sue for money owing until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:-

- (a) specify the particulars the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given:-
 - (i) The default is remedied; and
 - (ii) The reasonable costs 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 due and payable if the Purchaser defaults.

35.2 The contract immediately ends if :-

- (a) The default notice states that unless the default is remedied and all costs and interest are paid, the contract will be ended.
- (b) The default is not remedied and the costs and interest are not paid by the end of the period stated in the default notice.

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

- (a) The purchase must be repaid all money paid and any interest and reasonable costs under the contract.
- (b) All money paid are a charge on the property until repaid; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If this contract ends by a default notice given by the vendor or by a repudiation of the contract by the purchaser that is accepted by the vendor:-

- (a) Up to 10% of the price is forfeited to the vendor; 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
 - (i) retain the property and sue for damage for breach of contract; or
 - (ii) resell the property and recover any deficiency in price and any resulting expenses as liquidated damages; and
- (d) The vendor may retain any amount paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) Any damages must take into account any amount forfeited.

either:-

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

GUARANTEE

I/We

of

(hereinafter called "the Guarantors" IN CONSIDERATION of the within named vendor selling to the within named Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth HEREBY for ourselves our respective Executors and administrators COVENANT with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest, costs or 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 as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

AS WITNESS our hands and seals the _____ day of _____ 2026

SIGNED SEALED AND DELIVERED

by the Guarantors

.....

in the presence of:

Witness

Sargeants - Wallan

Conveyancing and Property Transfer Specialists
P.O. 542 WALLAN 3756
Tel: 5783 1655
office@sargeantswallan.com

VENDOR STATEMENT

VENDOR: Matthew Anthony Costa
STREET ADDRESS 7 Gagan Crescent SOUTH MORANG VIC 3752

LAND BEING SOLD: The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title VOLUME 12491 FOLIO 881

IMPORTANT NOTICES TO PURCHASER

The vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act 1962*. The statement must be signed by the vendor either personally or by his electronic signature.

FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed **\$7,500.00**
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the above amount.
- (c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows:- **NOT APPLICABLE**

INSURANCE

Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

Owner Builder

Where there is a residence on the land which 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

LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- (a) Easements affecting the land - as set out in the documents attached (if any)
(b) Covenants affecting the land - as set out in the documents attached (if any)
(c) Leases affecting the land - as set out in the documents attached (if any)
(d) Other similar restrictions affecting the land - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :-

NONE TO THE VENDORS KNOWLEDGE

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

ROAD ACCESS

There is access to the property by road

BUSHFIRE - PRONE AREA

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the *Building Act 1993* unless an attached Bushfire Prone Area Report states otherwise.
- (2) Property in a designated bushfire prone area are subject to special bushfire construction requirements, Planning provisions and Country Fire Authority requirements.
However you should carry out your own due diligence by searching the Victorian Government's [Land Channel website](#)

PLANNING AND ROAD ACCESS - Information concerning any planning instrument -

- (a) Name of planning scheme is : **Whittlesea City Council Planning Scheme**
- (b) The name of the responsible authority is: **WHITTLESEA CITY COUNCIL**
- (c) The zoning of the land is: **General Residential Zone – Schedule 1 (GRZ1)**
- (d) The name of any planning overlay affecting the land: **Development Plan Overlay – Schedule 6 (DPO6) & Vegetation Protection Overlay – Schedule 1**

The planning instrument does not prohibit the construction of a dwelling house on the land.

Overlays - Landslip - Vegetation - Mining - or other General information - **AS ATTACHED** (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, mine subsidence, land slip, pest infestation or be near an airport.

NOTICES - Particulars of any notice, order, declaration, report, 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.

- (a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
- (b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)
- (c) **Agricultural chemicals**
Particulars of any 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 and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992
- (d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990
- (e) **Compulsory acquisition**
Particulars of any notice of intention to acquire served pursuant to Section 6 of *the Land Acquisition and Compensation Act 1986*.
- (f) Notice issued by the Environment Protection Authority
- (g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995

NONE TO THE VENDORS KNOWLEDGE save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

BUILDING APPROVALS

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).

NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE

OWNERS CORPORATION

AS ATTACHED (if applicable)

LAND TAX, WINDFALL GAINS TAX and COMMERCIAL AND INDUSTRIAL PROPERTY TAX

Attached is a current **Property Clearance Certificate** for the above Taxes

GROWTH AREA INFRASTRUCTURE CONTRIBUTION

NOT APPLICABLE

SERVICES - Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE CONNECTED

electricity supply
water supply
sewerage

THE FOLLOWING SERVICES ARE NOT CONNECTED

gas supply
telephone services

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate their account with the service provider before the settlement and the purchaser will have to pay to have the service reconnected.

TITLE

Attached are copies of the following documents:

Registered Title

A Register Search Statement

The document or part of the document referred to as the "diagram location" in that statement which identifies the land and its location.

Evidence of the vendor's right or power to sell

(where the vendor is not the registered proprietor/the owner in fee simple)

VENDOR ACKNOWLEDGEMENTS

DATE OF ACKNOWLEDGMENT

2026

Signature of Vendor

I agree that this Section 32 Statement and the documents herewith (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants.

I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure of all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been retained to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :-

- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title.
- (b) any registered or unregistered encumbrances not disclosed in this document.
- (c) any failure to obtain any necessary planning, building or other permits.
- (d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects, bushfire attack, contamination or historical significance issues.
- (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property.
- (f) my occupation or use of any adjacent land which is not contained in the land being sold.
- (g) any buildings erected over any easements, any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein.
- (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I confirm that I have provided to my Real Estate Agent particulars of all **material facts** that may affect a purchasers decision to purchase the property and that Sargeants have specifically confirmed that I have the sole overriding responsibility to disclose all material facts.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1996 as amended and/or any other Act or regulation.

INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

PURCHASERS ACKNOWLEDGMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract

DATE OF ACKNOWLEDGMENT

2026

Signature of Purchaser

NOTICE The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following **reasonably foreseeable losses** and expenses which the purchaser shall be required to pay to the vendor in addition to any interest payable in accordance with the terms of the contract.

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- (b) Interest payable by the vendor under any existing mortgage over the property sold, calculated from the due date;
- (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor.
- (e) Penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- (f) All commissions, fees and advertising expenses payable to the vendor's Real Estate Agent.
- (g) Any Land Tax, Windfall Land Tax or any other tax that is incurred as a result of the purchasers default

This Notice is deemed to have been given to the purchaser even if it crossed out or deleted



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

Page 1 of 1

VOLUME 12491 FOLIO 881

Security no : 124131940262A
Produced 06/02/2026 12:53 PM

LAND DESCRIPTION

Lot 45 on Plan of Subdivision 822467Q.
PARENT TITLE Volume 12236 Folio 680
Created by instrument PS822467Q 25/07/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

MATTHEW ANTHONY COSTA of 7 GAGAN CRESCENT SOUTH MORANG VIC 3752
AX384299B 24/10/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX384300V 24/10/2023
ING BANK (AUSTRALIA) LTD

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

DIAGRAM LOCATION

SEE PS822467Q 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: 7 GAGAN CRESCENT SOUTH MORANG VIC 3752

ADMINISTRATIVE NOTICES

NIL

eCT Control 19531K DENTONS AUSTRALIA
Effective from 24/10/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS822467Q

DOCUMENT END



Imaged Document Cover Sheet


The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS822467Q
Number of Pages (excluding this cover sheet)	4
Document Assembled	06/02/2026 12:53

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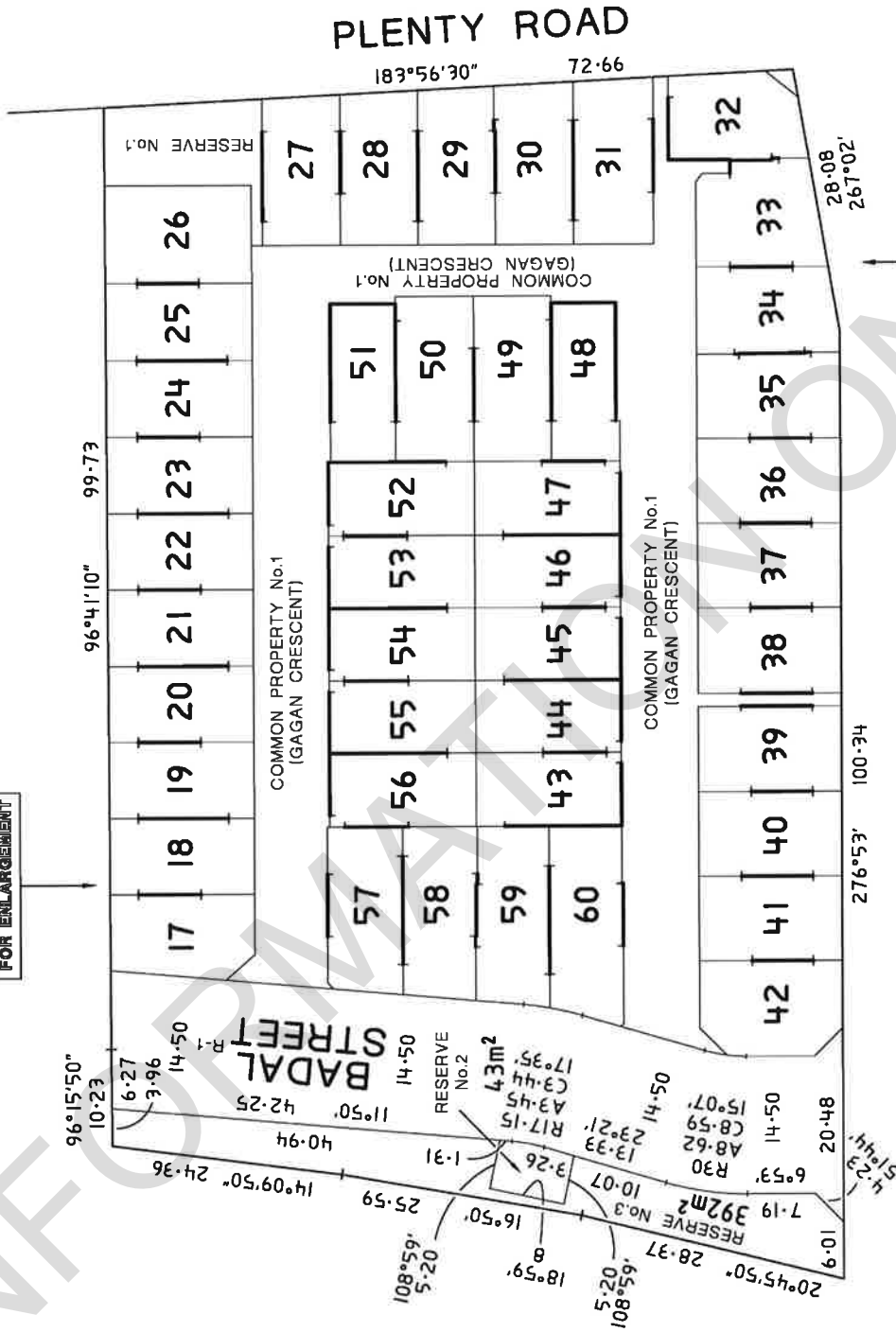
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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		EDITION 1	PS 822467 Q	
LOCATION OF LAND PARISH: MORANG TOWNSHIP: ----- SECTION: ----- CROWN ALLOTMENT: ----- CROWN PORTION: 11 (PART) TITLE REFERENCE: VOL. 12236 FOL. 680 LAST PLAN REFERENCE: LOT 2 ON PS809267Y POSTAL ADDRESS: 1005 PLENTY ROAD, SOUTH MORANG 3752. MGA 94 E 331 840 ZONE: 55 CO-ORDINATES N 5 832 760		Council Name: Whittlesea City Council Council Reference Number: 610087 Planning Permit Reference: 715557 SPEAR Reference Number: S143330V Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 21/02/2020 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Renee Kueffer for Whittlesea City Council on 18/10/2022 Statement of Compliance issued: 30/06/2023 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance		
VESTING OF ROADS AND/OR RESERVE		NOTATIONS		
IDENTIFIER	COUNCIL / BODY / PERSON			
ROAD R-1 RESERVE No.1 RESERVE No.2 RESERVE No.3	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES WHITTLESEA CITY COUNCIL			
NOTATIONS		Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings: Median: The boundaries marked 'M'. Exterior Face: All other boundaries. LOTS 1 TO 16 HAVE BEEN OMITTED FROM THIS PLAN COMMON PROPERTY No.1 IS A PRIVATE ROAD NAMED 'GAGAN CRESCENT' LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES		
DEPTH LIMITATION DOES NOT APPLY				
SURVEY This plan is based on survey. STAGING This is not a staged subdivision. Planning Permit No.				
This survey has been connected to permanent mark No(s) In Proclaimed Survey Area No.				
Area of Site: 9044m ² No. of Lots: 44				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND ON THIS PLAN.				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
 JCA Land Consultants THE SUBDIVISION SPECIALISTS Surveying Engineering Town Planning Suite 9, 303 Mermaidah Highway Ringwood Vic, Australia 3134 Phone 03 9735 4888 Email jca@jca.co.com.au www.jca.co.com.au		REF. 23661 VERSION 15	ORIGINAL SHEET SIZE A3	SHEET 1 OF 4
		Digitally signed by: Anthony Peter Ralph, Licensed Surveyor, Surveyor's Plan Version (15), 18/10/2022, SPEAR Ref: S143330V	PLAN REGISTERED TIME: 2:05PM DATE: 25/7/23 E.Thai Assistant Registrar of Titles	

PS 822467 Q

SEE SHEET 4
FOR ENLARGEMENT



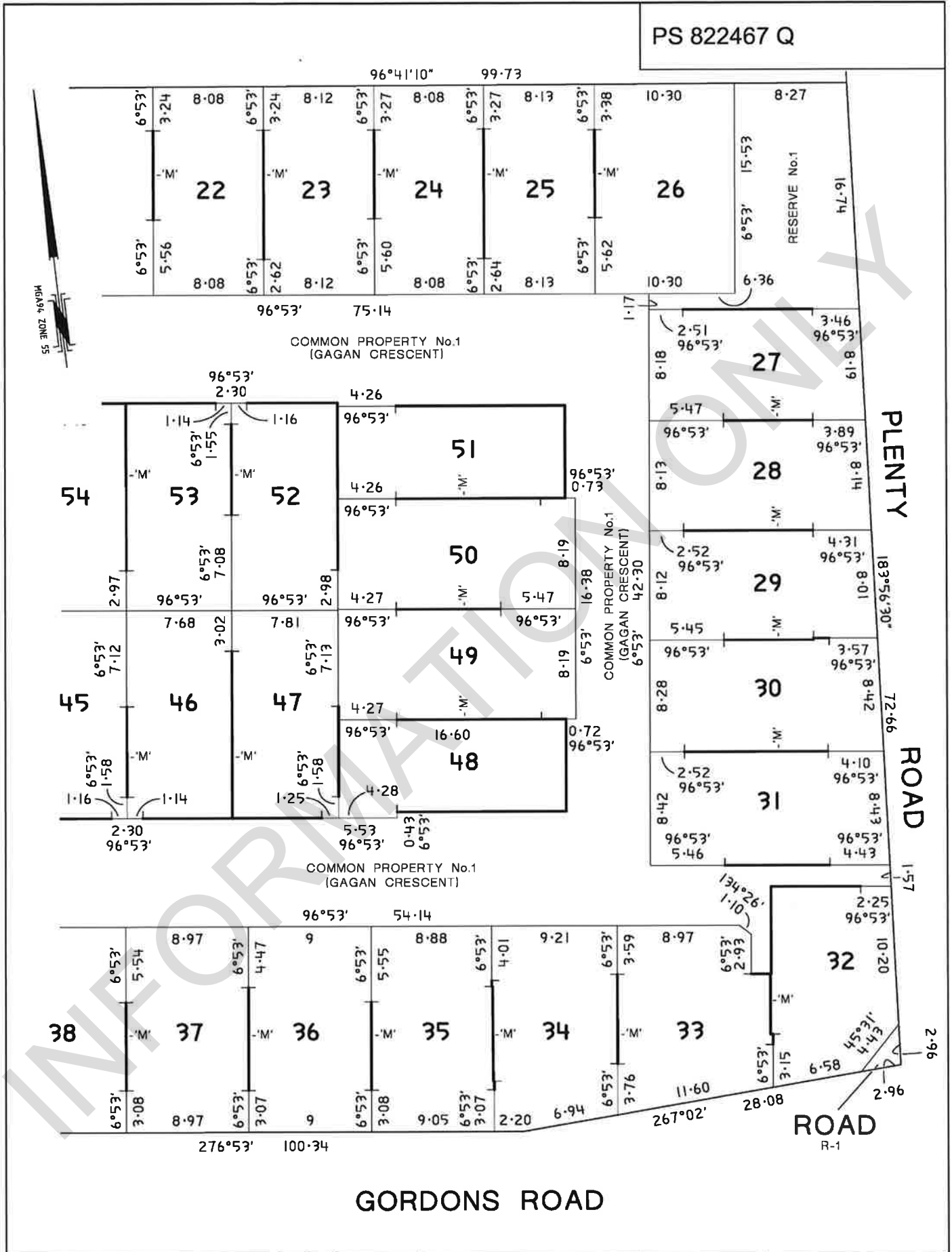
SEE SHEET 3
FOR ENLARGEMENT



GORDONS ROAD

SCALE 1:500	5 10 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 2
Digitally signed by: Anthony Peter Ralph, Licensed Surveyor, Plan Version (15), 18/10/2022, SPEAR Ref: S143330V		Digitally signed by: WhiteSEA City Council, 18/10/2022, SPEAR Ref: S143330V	

VERSION 15
REF. 23661

JCA Land Consultants
THE SUBDIVISION SPECIALISTS
Surveying Engineering Town Planning
Suite 9, 303 Manoonah Highway Ryegood Vic, Australia 3134
Phone 03 9735 4888 Email jca@jca.com.au www.jca.com.au



 <p>JCA Land Consultants THE SUBDIVISION SPECIALISTS Surveying Engineering Town Planning Suite 9, 303 Maroonah Highway Ringwood Vic, Australia 3134 Phone 03 9735 4898 Email jca@calc.com.au www.jcalc.com.au</p>	<p>REF. 23861 VERSION 15</p>	<p>SCALE 1:250</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 3</p>
	<p>Digitally signed by: Anthony Peter Ralph, Licensed Surveyor, Surveyor's Plan Version (15), 18/10/2022, SPEAR Ref: S143330V</p>		<p>Digitally signed by: Whittlesea City Council, 18/10/2022, SPEAR Ref: S143330V</p>	



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS822467Q

The land in PS822467Q is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 17 - 56.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

38 ELLIOT STREET KNOXFIELD VIC 3180

OC059416L 25/07/2023

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:

OC059416L 25/07/2023

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 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100



Department of Transport and Planning

Owners Corporation Search Report

Produced: 06/02/2026 12:53:48 PM

OWNERS CORPORATION 1
PLAN NO. PS822467Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
Lot 41	100	100
Lot 42	100	100
Lot 43	100	100
Lot 44	100	100
Lot 45	100	100
Lot 46	100	100
Lot 47	100	100
Lot 48	100	100
Lot 49	100	100
Lot 50	100	100
Lot 51	100	100



Department of Transport and Planning

Owners Corporation Search Report

Produced: 06/02/2026 12:53:48 PM

OWNERS CORPORATION 1
PLAN NO. PS822467Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 52	100	100
Lot 53	100	100
Lot 54	100	100
Lot 55	100	100
Lot 56	100	100
Total	4000.00	4000.00

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.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1221913

APPLICANT'S NAME & ADDRESS

**SARGEANTS WALLAN C/- TRICONVEY2 (RESELLER) C/-
LANDATA
DOCKLANDS**

VENDOR

COSTA, MATTHEW ANTHONY

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

608273

This certificate is issued for:

LOT 45 PLAN PS822467 ALSO KNOWN AS 7 GAGAN CRESCENT SOUTH MORANG
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a VEGETATION PROTECTION OVERLAY - SCHEDULE 1
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 6

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

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

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

06 February 2026

Sonya Kilkenny
Minister for Planning

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

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

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

LANDATA@

T: (03) 9102 0402

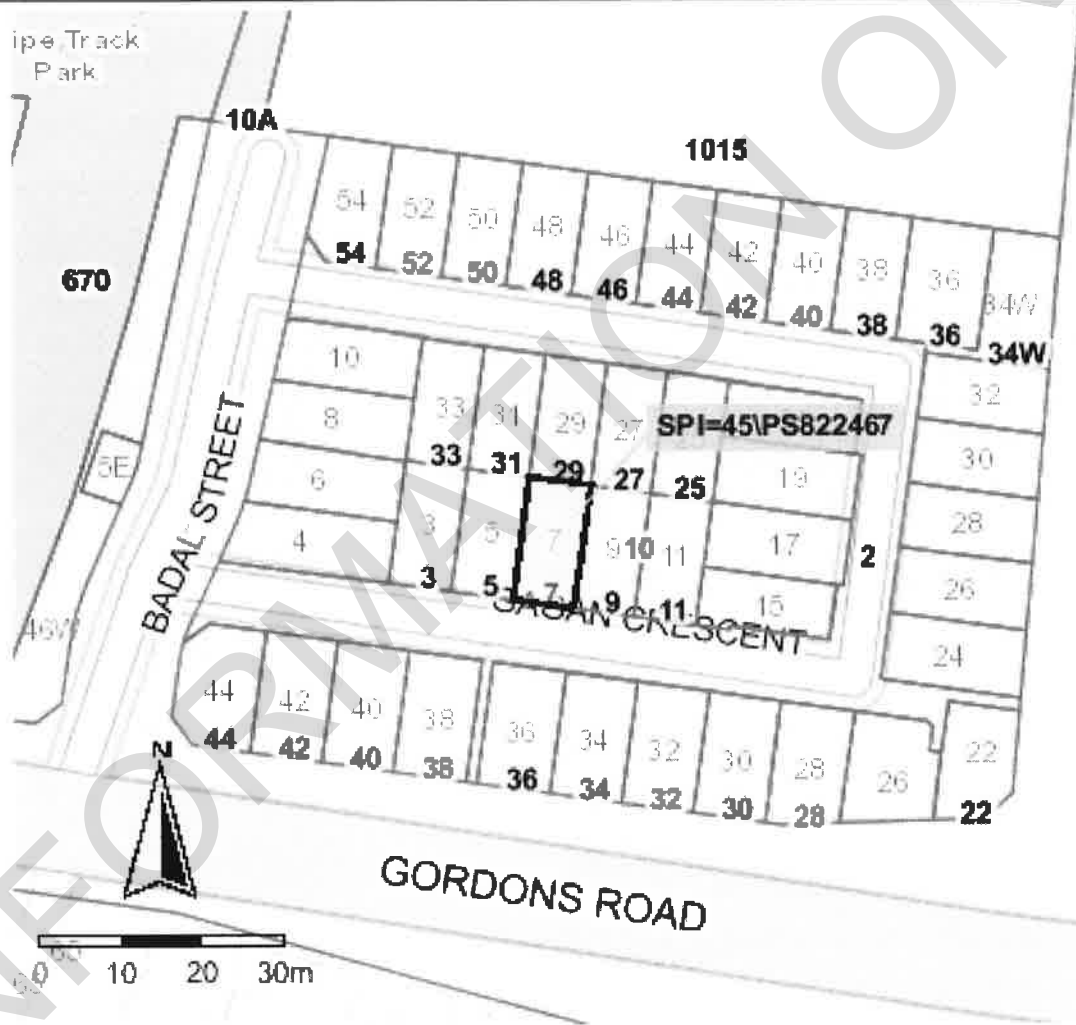
E: landata.enquiries@servictoria.com.au

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

Created at 10 February 2025 09:55 AM

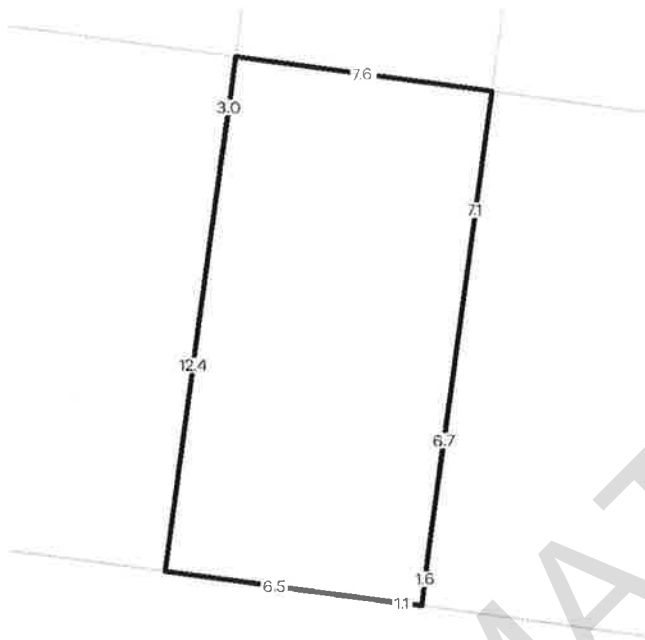
PROPERTY DETAILS

Address: **7 GAGAN CRESCENT SOUTH MORANG 3752**
Lot and Plan Number: **Lot 45 PS822467**
Standard Parcel Identifier (SPI): **45\PS822467**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1210368**
Directory Reference: **Melway 183 G8**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 117 sq. m

Perimeter: 46 m

For this property:

- Site boundaries
- Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **MILL PARK**

PLANNING INFORMATION

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

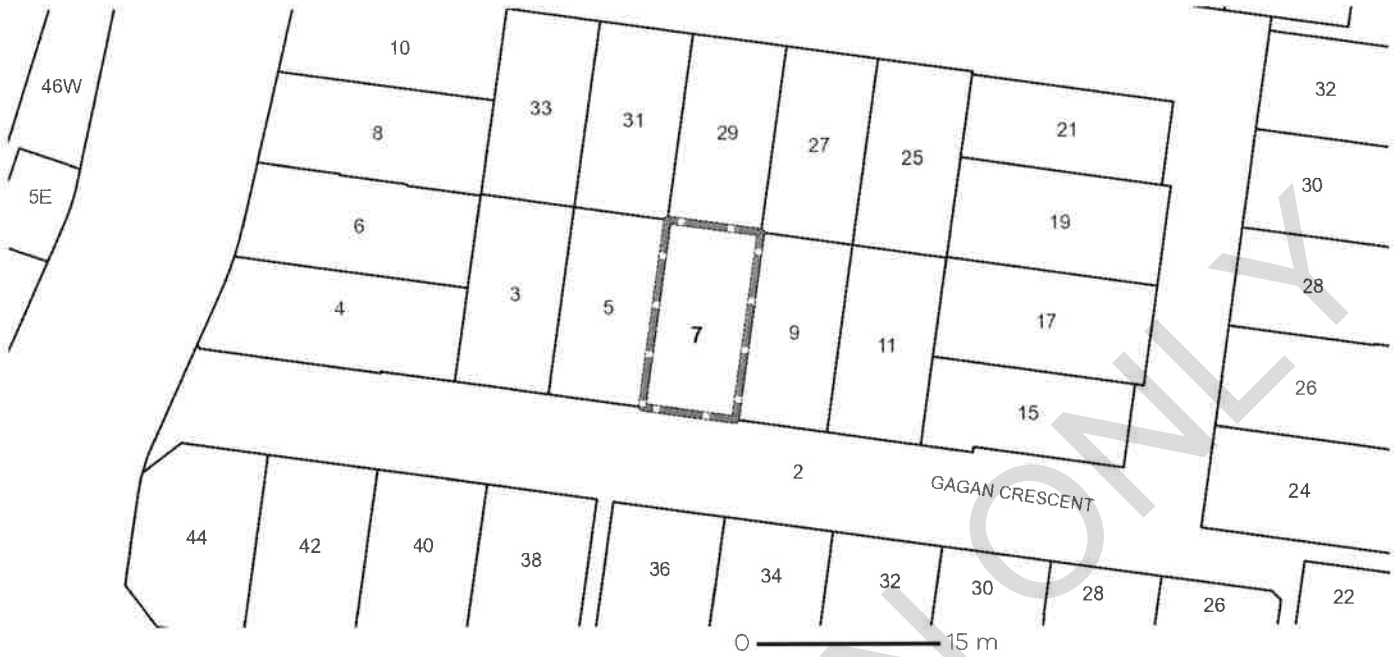
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

INFORMATION

From www.planning.vic.gov.au at 10 February 2026 09:54 AM

PROPERTY DETAILS

Address: **7 GAGAN CRESCENT SOUTH MORANG 3752**
 Lot and Plan Number: **Lot 45 PS822467**
 Standard Parcel Identifier (SPI): **45\PS822467**
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 Council Property Number: **1210368**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 183 G8**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **Inside drainage boundary**
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STATE ELECTORATES

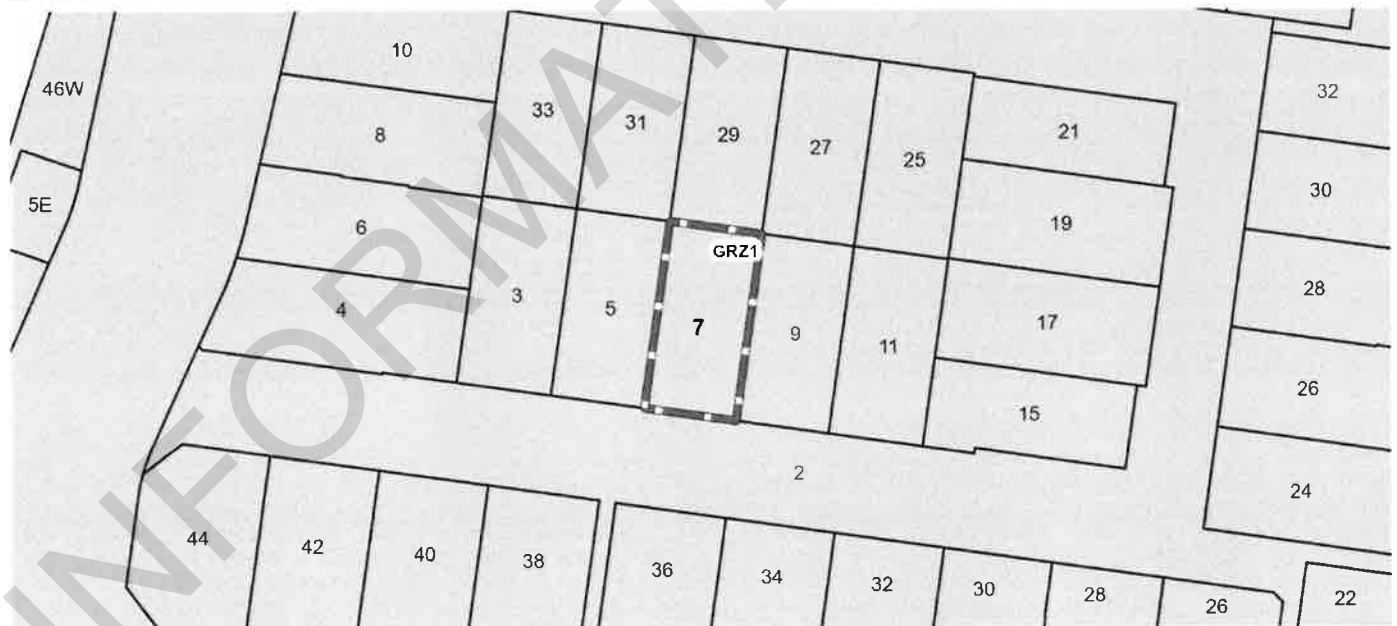
Legislative Council: **NORTH-EASTERN METROPOLITAN**
 Legislative Assembly: **MILL PARK**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

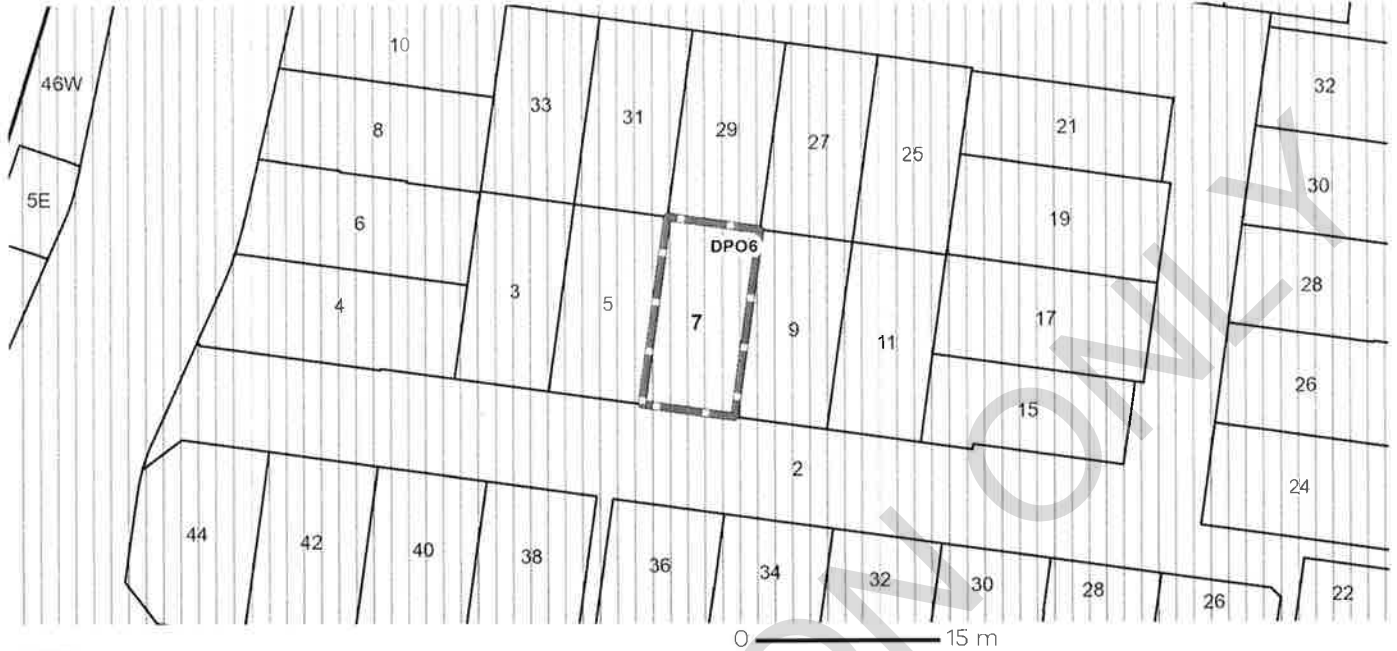
PUZ1 - Public Use-Service and Utility

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

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 6 (DPO6)

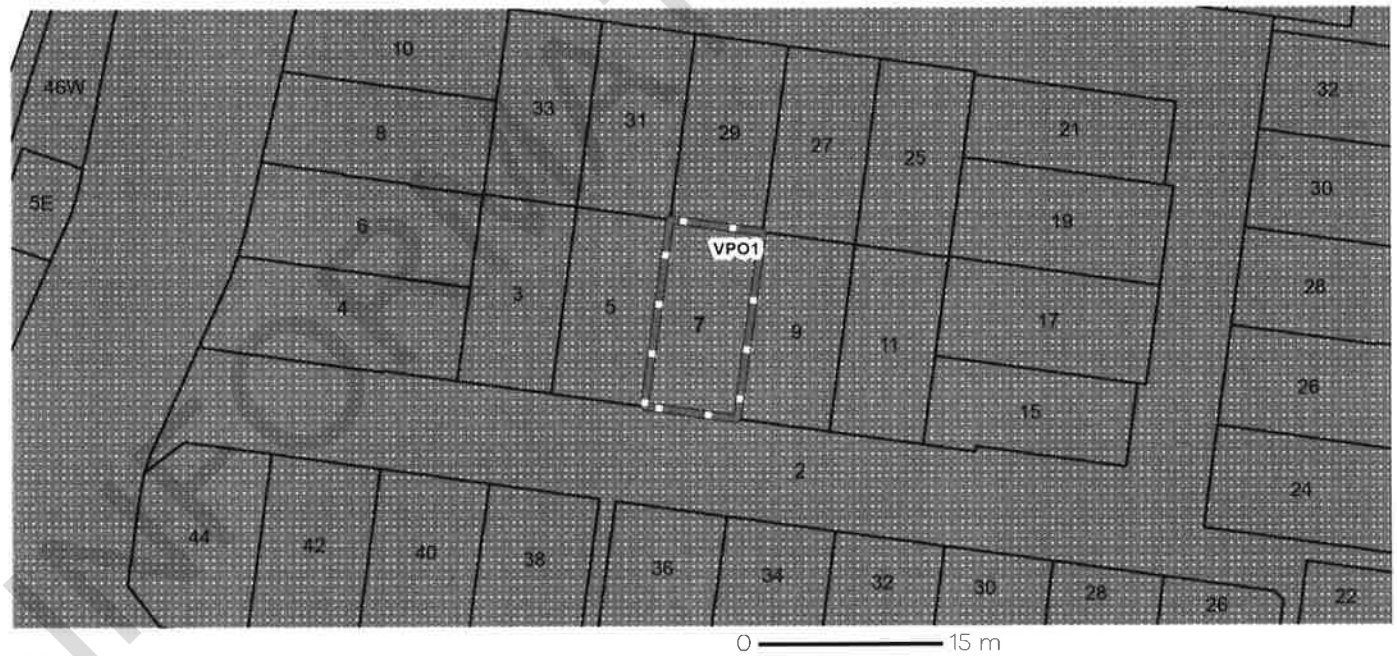


 DPO - Development Plan Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



 VPO - Vegetation Protection Overlay

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

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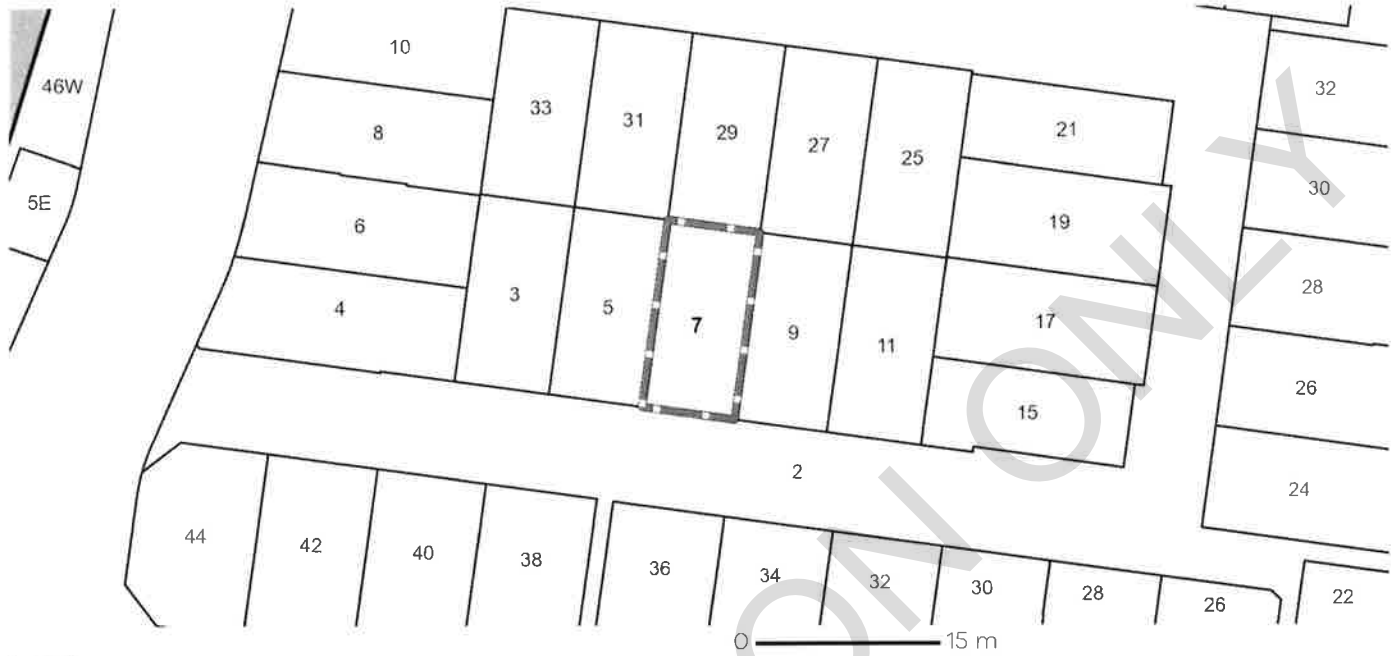
Notwithstanding this disclaimer a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (a) of the Sale of Land 1962 (Vic)

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



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

Further Planning Information

Planning scheme data last updated on 23 January 2026.

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

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

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

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

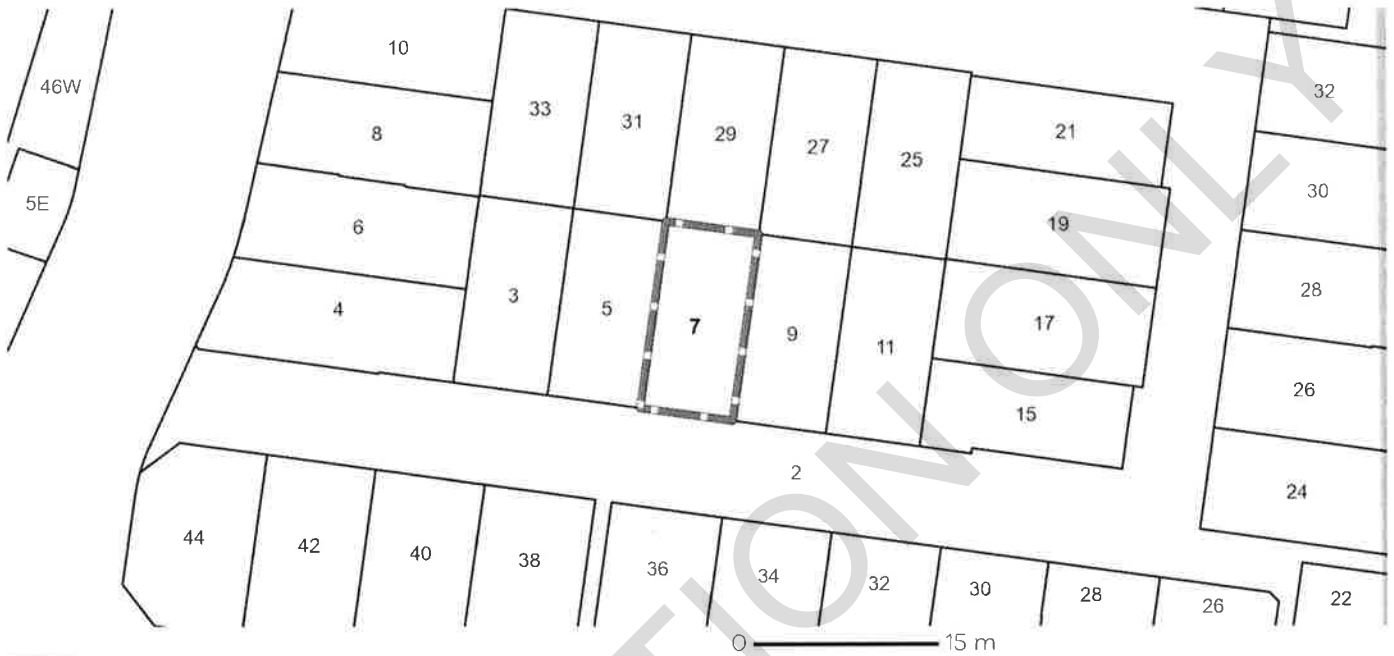
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



Designated 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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 Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
 Read the full disclaimer at <https://www.vic.gov.au/safety>.

Notwithstanding this disclaimer a person 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).

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

Your Ref: 79567974-019-6

10 February 2026

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
7 (Lot 45) Gagan Crescent, South Morang**

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
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In the last 10 years no building permits were issued.

Permit issued for related parcel at **1005 plenty Road, South Morang** with the following permit details:

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-1441/20190231/0	18/2/2019	Multiple Dwellings/Garage	Yes – 9/3/2023
BS-47962/7387409482599	21/5/2021	Retaining Wall	Yes – 18/10/2021
BS-39024/20170326/0	2/3/2017	Dwelling Demolition	Yes – 3/4/2017

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.

Council Offices
 25 Ferrer Boulevard
 South Morang VIC 3752
 Locked Bag 1
 Bundoora MDC VIC 3083
 ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 Free Telephone Interpreter Service

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Vlët-ngŭr	9679 9878
普通话	9679 9876	Other	9679 9879



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

INFORMATION ONLY



Date of issue 09/02/2026	Assessment No. 1210368	Certificate No. 181027	Your reference 79567974-017-2
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Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 7 Gagan Crescent SOUTH MORANG 3752

Description: LOT: 45 PS: 822467Q

AVPCC: 120 Single Strata Unit/Villa Unit/Townhouse

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$525,000	\$115,000	\$26,250

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	\$1,241.28
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$90.83
Arrears to 30/06/2025	\$0.00
Interest to 09/02/2026	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
<i>Balance of rates & charges due:</i>	\$1,468.11

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$1,468.11
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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:

Full private waste management service



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 1210368



Phone 1300 301 185
Ref 1210368



Bill Code 5157
Ref 1210368



YARRA VALLEY WATER
ABN 93 066 892 501

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

6th February 2026

Sargeants Wallan
Sargeants Wallan

Dear Sargeants Wallan,

RE: Application for Water Information Statement

Property Address:	7 GAGAN CRESCENT SOUTH MORANG 3752
Applicant	Sargeants Wallan Sargeants Wallan
Information Statement	31009421
Conveyancing Account Number	4900680000
Your Reference	

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 33 666 902 501

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

Yarra Valley Water Property Information Statement

Property Address	7 GAGAN CRESCENT SOUTH MORANG 3752
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

INFORMATION ONLY



YARRA VALLEY WATER
ABN 93 666 902 501

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

Melbourne Water Property Information Statement

Property Address	7 GAGAN CRESCENT SOUTH MORANG 3752
------------------	------------------------------------

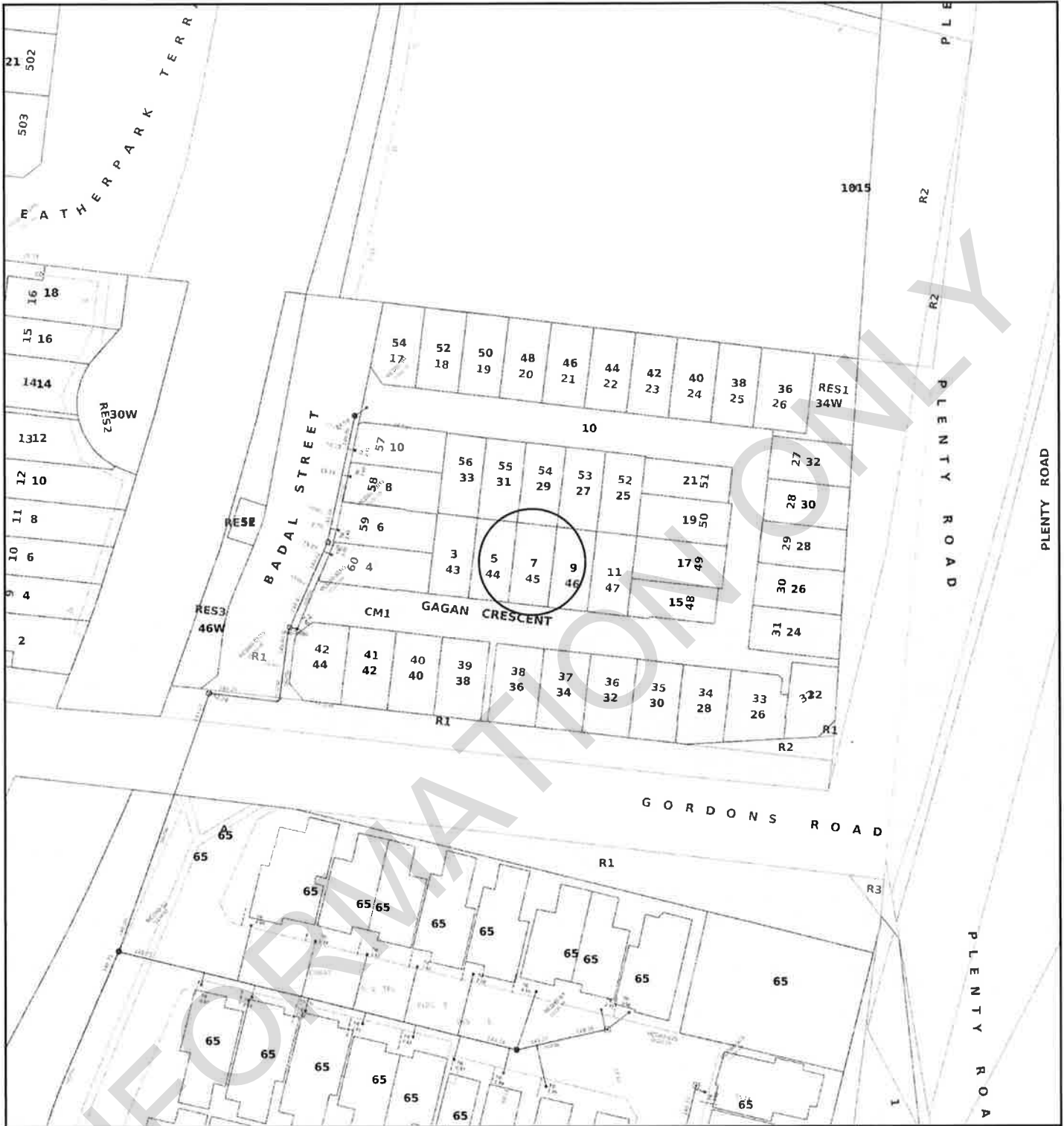
STATEMENT UNDER SECTION 158 WATER ACT 1989

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.

INFORMATION ONLY



**Yarra Valley Water
Information Statement
Number: 31009421**

Address 7 GAGAN CRESCENT SOUTH MORANG 3752

Date 06/02/2026

Scale 1:1000



**Yarra
Valley
Water**

ABN 93 066 902 501



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

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



Sargeants Wallan
Sargeants Wallan
tara@sargeantswallan.com

YARRA VALLEY WATER
RBN 93 053 992 501

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

RATES CERTIFICATE

Account No: 5275876419
Rate Certificate No: 31009421

Date of Issue: 06/02/2026
Your Ref:

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
7 GAGAN CRES, SOUTH MORANG VIC 3752	45\PS822467	5265864	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Water and Sewer Usage Charge <i>Step 1 – 16.000000kL x \$3.57240000 = \$57.16</i> Estimated Average Daily Usage \$0.60	07-08-2025 to 10-11-2025	\$57.16	\$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82

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 \$193.68


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.

INFORMATION



YARRA VALLEY WATER
ABN 93 266 902 501

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

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: 5265864

Address: 7 GAGAN CRES, SOUTH MORANG VIC 3752

Water Information Statement Number: 31009421

HOW TO PAY



Biller Code: 314567
Ref: 52758764199

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / SARGEANTS WALLAN

Your Reference: 26/9453

Certificate No: 96871734

Issue Date: 06 FEB 2026

Enquiries: ESYSPROD

Land Address: 7 GAGAN CRESCENT SOUTH MORANG VIC 3752

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50083945	45	822467	12491	881	\$0.00

Vendor: MATTHEW COSTA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR MATTHEW ANTHONY COSTA	2026	\$115,000	\$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
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Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$525,000
SITE VALUE (SV):	\$115,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 96871734

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 = \$115,000

Calculated as \$975 plus (\$115,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,250.00

Taxable Value = \$525,000

Calculated as \$525,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 96871734

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: 96871734

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 / SARGEANTS WALLAN

Your Reference: 26/9453

Certificate No: 96871734

Issue Date: 06 FEB 2026

Enquires: ESYSPROD

Land Address: 7 GAGAN CRESCENT SOUTH MORANG VIC 3752

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50083945	45	822467	12491	881	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120	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:	\$525,000
SITE VALUE:	\$115,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 96871734

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 / SARGEANTS WALLAN

Your Reference: 26/9453
Certificate No: 96871734
Issue Date: 06 FEB 2026

Land Address: 7 GAGAN CRESCENT SOUTH MORANG VIC 3752

Lot	Plan	Volume	Folio
45	822467	12491	881

Vendor: MATTHEW COSTA

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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 96871734

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 96871736

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: 96871736

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.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Sargeants Wallan C/- Triconvey2 (Reseller)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 608273

NO PROPOSALS. As at the 13th February 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

7 GAGAN CRESCENT, SOUTH MORANG 3752
CITY OF WHITTLESEA

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

Date of issue: 13th February 2026



Matthew Anthony Costa
1005 Plenty Road, South Morang, Victoria 3752

11th February 2026

Dear Matthew Anthony Costa

Re: OWNERS CORPORATION CERTIFICATE - LOT 45, PLAN NO. PS822467Q

In response to your request, we now attach an Owners Corporation Certificate for Lot 45 in Plan No. PS822467Q dated 11th February 2026. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("Act").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at admin@imperialocm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

A handwritten signature in black ink, appearing to be "John", written over a horizontal line.

Registered Manager

Full name:

Company: Imperial OCM

Address of registered office: 930 Ferntree Gully Road Wheelers Hill
Victoria 3150

11/02/2026

Date

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 11th February 2026

1. OWNERS CORPORATION DETAILS

Plan Number: PS822467Q
Address of Plan: 1005 Plenty Road South Morang 3752
Lot Number this statement relates to:
Unit Number this statement relates to:
Postal Address: PO Box 4430 Knox City Centre Victoria 3152

2. CERTIFICATE DETAILS

Vendor: Matthew Anthony Costa
Postal Address for Lot 45: 7 Gagan Crescent South Morang Victoria 3752
Purchaser:
Person requesting Certificate: Matthew Anthony Costa
Reference: (Ref: Lot 45 Unit 7)
Address: 1005 Plenty Road, South Morang, Victoria 3752
Fax:
E-mail: tara@sargeantswallan.com

3. CURRENT ANNUAL LEVY FEES FOR LOT 45

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 45 are **1,858.50 per annum** commencing on 1 July 2025. Levies for this plan are raised over **2 periods**

Period	Amount	Due Date	Status
01/07/25 to 31/12/25	1,200.00	21/08/25	Paid
01/01/26 to 30/06/26	658.50	01/01/26	Paid

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 45.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 11th February 2026
For Plan No. PS822467Q - Lot 45

4. CURRENT LEVY POSITION FOR LOT 45

Fund	Balance	Paid To
Administrative	0.00	30 June 2026
Maintenance Fund	0.00	
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 45.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 45 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 11 February 2026:

Account / Fund	Amount
Administrative Fund	10,177.21
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 11 FEBRUARY 2026	\$10,177.21

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy	
Policy No.	P-023210
Expiry Date	30-May-2026
Insurance Company	Honan Insurance
Broker	
Premium	27132.70
Cover Type	Amount of Cover
Appeal Expenses	\$ 100,000
Audit Expenses	\$ 25,000
Building/s	\$ 15,400,000
Common Contents	\$ 154,000
Fidelity Guarantee Insurance	\$ 100,000
Legal Defense Expenses	\$ 50,000
Loss of Rent	\$ 2,310,000
Office Bearers Liability Insurance	\$ 100,000
Personal Accident/Voluntary Workers	\$ 200,000/2000
Property, Death and Injury (Public Liability)	\$ 20,000,000

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 11th February 2026

For Plan No. PS822467Q - Lot 45

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES, ORDERS OR LEGAL PROCEEDINGS

The owners corporation currently has no orders, notices or legal proceedings served in the last 12 months that have not been satisfied

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is aware of an application or a proposal for the appointment of an administrator as follows:

N/A

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Imperial Owners Corporation Management Pty Ltd
ABN / ACN:	623442286
Address of Manager:	930 Ferntree Gully Road Wheelers Hill Victoria 3150
Telephone:	85130682
Facsimile:	
E-mail Address:	admin@imperialocm.com.au

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 11th February 2026
For Plan No. PS822467Q - Lot 45

Billers Code: 96503 Reference: 2922 8981 6384 6680 0299

SIGNING

The common seal of Plan No. PS822467Q, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name:

Company: Imperial OCM

Address of registered office: 930 Ferntree Gully Road Wheelers Hill
Victoria 3150

11/02/2026

Date



Common Seal
of Owners Corporation

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7. Dispute resolution

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

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

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

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

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

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

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

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

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

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

5 August 2025

Dear Owner,

**ANNUAL GENERAL MEETING - 1005 PLENTY ROAD, SOUTH MORANG, VIC, 3752
OWNERS CORPORATION PS822467Q**

Please find enclosed the minutes of Annual General Meeting of Owners Corporation PS822467Q.

INTERIM RESOLUTIONS

Owners Corporation members are advised that all decisions made at the Annual General Meeting held on 5 August 2025 are interim resolutions due to there being no quorum at the meeting.

In accordance with Section 78(4) of the Owners Corporations Act 2006 interim resolutions become resolutions of the Owners Corporation 29 days from the date of the interim resolution;

The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29-day period, the interim resolution cannot be acted on until the resolution is confirmed at a 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.

Members whose lot entitlements total at least 25% of all lot entitlements for the land affected by the Owners Corporation may convene a general meeting by sending a petition to:

The Secretary
PS822467Q
C/- Imperial Owners Corporation Management
Po Box 4430

Should members have any queries please do not hesitate to contact our office on 03 8513 0682.

Kind regards

Owners Corporation Manager
PS822467Q

 Imperial Owners Corporation Management Pty Ltd.

 03 8513 0682
 admin@imperialocm.com.au
 accounts@imperialocm.com.au
 PO Box 4430 Knox City Center Vic 3152

**MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION PS822467Q
1005 PLENTY ROAD**

MEMBERS OF OWNERS CORPORATION SUBDIVISION PLAN NO.PS822467Q ARE ADVISED THE ANNUAL GENERAL MEETING WAS HELD ON:

DATE: 5 August 2025
TIME: 05:00 PM
HOW HELD: Online only
PLACE: 1005 Plenty Road, South Morang, VIC, 3752

PRELIMINARY MATTERS

MEMBERS IN ATTENDANCE

Lot 18	Andrew Robert Betts	Electronic vote
Lot 20	Mary Chiodo	Owner present
Lot 31	Edna (non-financial)	Electronic vote
Lot 35	Rinky Pawar	Owner present
Lot 40	Anum Qazi	Electronic vote
Lot 41	Shichen Li	Owner present
Lot 44	Angela Kalliope & Jeremy Johnson	Owner present
Lot 45	Matthew Costa	Owner present
Lot 46	Angela Trajanoska and Aaron Pierron Thay	Electronic vote
Lot 47	Nicholas & Alexandra	Electronic vote
Lot 48	Serene Eng	Electronic vote
Lot 49	Bharat Mordiya	Electronic vote
Lot 50	Dr Eshan Sachin Arya	Electronic vote
Lot 51	Duc manh nguyen	Electronic vote
Lot 52	Geoff Koshy	Electronic vote
Lot 55	Andrew Durnford	Electronic vote
Lot 56	Bishal Aryal (non-financial)	Electronic vote

NON MEMBERS IN ATTENDANCE

Rasmy Kabeer (Imperial OCM)

APOLOGIES

ENTITLEMENT TO VOTE

QUORUM

It was noted that a quorum was not established for the meeting. All resolutions are deemed interim resolutions for 28 days in accordance with section 78 of the Owners Corporation Act 2006 (Vic).

MOTIONS

1. APPOINTMENT OF CHAIRPERSON OF MEETING

The Owners Corporation resolved that Naz Naufal, Imperial Owners Corporation Pty Ltd chair the meeting.

VOTES For : 12 Against: 0 Abstained: 2

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

2. MINUTES OF THE MEETING

The Owners Corporation resolved that Naz Naufal from, Imperial Owners Corporation Pty Ltd take the minutes of meeting.

VOTES For : 12 Against: 0 Abstained: 2

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

3. CONFIRMATION OF PREVIOUS MINUTES

The Owners Corporation resolved to approve and adopt the minutes of the Annual General Meeting held 9 September 2024. Minutes of the Annual General meeting are enclosed for your reference.

VOTES For : 12 Against: 1 Abstained: 1

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

4. CONSIDERATION OF REPORTS

The Owners Corporation resolved to accept and adopt the following report(s) as tabled:

1. **Manager's report** – refer attached;
2. **Committee report** – Nil;
3. **Report on complaints and disputes** – Nil;
4. **Report on approved maintenance plan** – Nil;
5. **Insurance valuation report** – Nil;
6. **Report on waiving of penalty interest** – Nil;

VOTES For : 13 Against: 0 Abstained: 1

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

5. CONSIDERATION OF FINANCIAL STATEMENTS

The Owners Corporation resolved to adopt the financial statements for the period 1 July 2024 to 30 June 2025 as presented.

VOTES For : 13 Against: 0 Abstained: 2

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

6. ADMINISTRATION FUND LEVY

The Owners Corporation resolved to adopt the following motions.

1.1 - In accordance with the Owners Corporation Act 2006, to raise an annual Administration Fund Levy in the amount of **\$74,340.00** to be calculated on lot liability in accordance with the plan of subdivision to cover general administration, maintenance, insurance and other recurrent obligations of the Owners Corporation for the period **1 July 2025 to 30 June 2026** and proposes that the fees be paid annually over 12 months payable within 28 days of issue of invoice on the following dates:

1.2 - To continue to levy an annual Administration Fund Levy in the amount of \$74,340.00 after 1 July 2026 in accordance with this resolution until resolved otherwise.

1.3 - Should there be a shortfall in the Owners Corporation funds to meet its statutory or contractual commitments, including maintaining a current insurance policy, then the Owners Corporation Manager may raise a Special Levy to meet the shortfall in funds to comply with the statutory and/or contractual obligations.

VOTES For : 10 Against: 1 Abstained: 4

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

7. MAINTENANCE FUND

The Owners Corporation resolved to establish a Maintenance Fund.

VOTES For : 7 Against: 5 Abstained: 3

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

8. INSURANCE POLICY

The Owners Corporation resolved to take out the following insurance for all lots in the Plan of Subdivision:

- a) Reinstatement and replacement insurance for all buildings on each lot in accordance with Section 59 of the Owners Corporation Act 2006 (Vic); and
- b) Public liability insurance in accordance with Section 60 of the Owners Corporation Act 2006 (Vic) as if any reference in those sections to common property were a reference to those lots.

Members are advised pursuant to section 59(1) (Division 6) of the Owners Corporations Act (2006) that reinstatement and replacement insurance for all buildings on the common property is held by the Owners Corporation.

In taking out the insurances referred to above, while the definition of "building" in the Act includes (a) any improvements and fixtures forming part of the building; and (ab) any shared services; and (b) anything prescribed as forming part of a building - it does not include- (c) **carpet and temporary floor, wall and ceiling coverings; or (d) fixtures removable by a lessee at the end of a lease; or (e) anything prescribed as not forming part of a building.**

"shared services" includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the owners corporation or any of its members.

It is proposed that the responsibility for payment of the excess on insurance claims is as follows:

1. Common Property – Owners Corporation.
2. Private Property and within owners lot – Lot Owner
3. Common Property or Private Property due to damage caused by a private Lot Owner - Lot Owner

Important note: If you have not notified the Owners Corporation of any improvements and fixtures forming part of your lot these may not be covered in the event of a claim. This insurance policy does not cover any of the contents in your lot. You are urged to seek legal and insurance advise and/or additional insurance cover if you have any doubt as to whether or not the Owners Corporation's insurance covers your situation or would cover you in particular circumstances.

Insurance Declaration: In accordance with the provisions of current legislation, the Insurance Brokers share the fee they receive from the underwriter with the manager on placing of insurance in accordance with section 1.3 Insurance fee and commissions of the Strata Community Australia, Owners Corporation Manager, Contract of Appointment.

VOTES

For : 13

Against: 0

Abstained: 2

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

9. INSURANCE VALUATION

The Owners Corporation resolved to obtain an Insurance Replacement Valuation indexation and to advise the insurance company to increase the cover in accordance with the valuer's assessment.

Date of last insurance valuation: **NIL**

An Owners Corporation of a multi-level development must only obtain a valuation of the multi-level development on the plan of subdivision for which it is liable to insure. The valuation must be obtained every 5 years or earlier as determined by the Owners Corporation.

VOTES For : 11 Against: 2 Abstained: 2

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

10. ELECTION OF COMMITTEE

Angela Kalliope & Jeremy Zhong Johnson, Mary Chiodo, Matthew Anthony Costa, Shichen Li have been elected to the committee.

Name	Details	Votes	Outcome
Angela Kalliope & Jeremy Zhong Johnson		0	Elected, reason: Elected Unopposed
Mary Chiodo		0	Elected, reason: Elected Unopposed
Matthew Anthony Costa		0	Elected, reason: Elected Unopposed
Shichen Li		0	Elected, reason: Elected Unopposed

11. ELECTION OF A CHAIRPERSON

The Owners Corporation resolved, to elect a member of the Owners Corporation as the Chairperson of the Committee / Owners Corporation in accordance with Section 105 (1) of the Owners Corporations Act 2006.

VOTES For : 13 Against: 0 Abstained: 2

Notes

Members resolved to appoint - Angela Kalliope

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

12. ELECTION OF SECRETARY

The Owners Corporation resolved, In accordance with Section 107 (1) & 99 (2) of the Owners Corporation Act, to appoint Imperial Owners Corporation Pty Ltd as the Secretary of the Owners Corporation.

VOTES For : 13 Against: 0 Abstained: 2

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

13. DELEGATION TO COMMITTEE

The Owners Corporation resolved, in accordance with section 11 of the Owners Corporation Act 2006, to delegate all powers and functions that are capable of being delegated to the Owners Corporation Committee to make decisions on the behalf of the Owners Corporation, except the powers that require a unanimous or special resolution of the Owners Corporation.

VOTES For : 12 Against: 1 Abstained: 2

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

14. DELEGATION TO MANAGER

The Owners Corporation resolved, in accordance with sections 11 and 120 of the Owners Corporation Act 2006, to delegate all the powers and functions that may be delegated under Section 11 of the Owners Corporation Act 2006 to enable the Manager to perform the duties under the contract of appointment and to ensure the efficient and effective operation of the Owners Corporation.

VOTES For : 13 Against: 0 Abstained: 2

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

15. CONTRACT OF APPOINTMENT

There is a current contract in place.

16. RECOVERY OF DEBT

The Owners Corporation resolved to pass the following motions.

1. To recover debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the chairperson, secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation. This includes administrative fees charged to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay fees, levies and charges due.

2. Any lot owner who fails to pay their Final Fee Notice and in respect to whom a letter of demand has been sent, shall pay or reimburse the Owners Corporation for all administrative, legal and other charges relating to the letter of demand and any subsequent VCAT and/or Court proceedings including but not limited to the costs of enforcement of any such orders obtained.

3. To authorise the Manager to engage a lawyer or a debt collector to send a letter of demand at its discretion to each and every lot owner who has failed to pay their Owners Corporation fees, levies and/or charges in accordance with the Final Fee Notice and to commence proceedings in VCAT for recovery of those fees and proceed to execution of any orders made;

VOTES

For : 13

Against: 0

Abstained: 2

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

17. PENALTY INTEREST ON ARREARS

The Owners Corporation resolved to charge penalty interest, in accordance with Section 29 (1) of the Owners Corporations Act 2006, at the maximum rate of interest payable under the Penalty Interest Rates Act (Vic) 1983 on any amount payable by a lot owner to the Owners Corporation that is still outstanding 30 days after the due date. The interest rate is currently 10% and is subject to change.

VOTES

For : 12

Against: 0

Abstained: 3

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

18. ESSENTIAL SAFETY & OH&S MEASURES

The Owners Corporation resolved to delegate to the committee / owner's corporation the power to ensure that the essential services are attended to, in accordance with the Building Codes of Australia.

The Owner's Corporation is to review its mandatory responsibility in accordance with the Victorian Building Regulations 2018 (Part 11) in relation to the fire services ensuring that the essential safety measures are maintained per the Occupancy Permit and the annual compliance certificate issued & (Part 12) Occupational Health and Safety Act 2004 (Section 21) in relation to the safety and risk management report.

VOTES

For : 8

Against: 1

Abstained: 6

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

19. OH&S REPORT

The Owners Corporation resolved to obtain an OH&S report.

VOTES

For : 9

Against: 4

Abstained: 2

Invalid Vote Reasons

2 invalid vote(s) - 2x Non-financial

20. GENERAL BUSINESS

General business matters may be raised for discussion by the members present but cannot be passed as resolutions of the Owners Corporation at the Annual General Meeting. All matters raised will be taken on notice for consideration by the Committee.

Notes

Members Requested that the manager action the following items:

- Follow up n electrical lights not working - potential replacement Solar.
- Issue communication notice to residents regarding parking.
- Review quotes for bollard lights once its obtained.
- Request council to review collecting waste instead.

There being no further business the meeting was closed at 06:04 PM

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. PS822467Q

1 July 2025 to 30 June 2026

1005 Plenty Road South Morang Victoria 3752

Expenditure	Budget 07/25 - 06/26
Administrative Fees & Charges	15,400.00
Bank Fees & Charges - DEFT fees	50.00
Electricity	1,000.00
Garden/Lawn Maintenance	6,000.00
General Repairs	1,000.00
Insurance Premiums	27,140.00
Waste Management Services	23,500.00
Water	250.00
Total Administrative Fund Expenditure	74,340.00

Administrative Fund Summary	Budget 07/25 - 06/26	Per Ent
Opening balance	0.00	
Expenditure during budget period	74,340.00	
	74,340.00	
<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	0.00	
Budgeted levies to be raised \$	74,340.00	18.5850

Total Lot Liability 4000
 *May include insurance contributions

1 July 2025 to 30 June 2026

Owners Corporation for Plan No. PS822467Q

1005 Plenty Road South Morang Victoria 3752

Levy Period Start 01/07/2025
 Levy Period Duration 12 month(s)
 No. of Instalment(s) 2
 GST NO

<u>TOTAL LEVIES</u>		<u>TOTAL LIABILITIES</u>	
	<u>Per Period</u>	<u>Per Period</u>	<u>Per Year</u>
Admin Fund	P1 48,000.0000 P2 26,340.0000	Admin Fund P1 12,000.00 P2 6,585.00	18,585.00
Maint Fund	P1 0.0000 P2 0.0000	Maint Fund P1 0.0000 P2 0.0000	0.0000
Total Contribution	P1 48,000.0000 P2 26,340.0000	Total Per Lot Liability P1 12,000.00 P2 6,585.00	18,585.00

Yearly Levy By Period (Estimate Only)							
Lot No.	Unit No.	Lot Liability	Lot Entitlement	Period	Administrative Fund	Maintenance Fund	Total
17	54	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
18	52	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
19	50	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
20	48	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
21	46	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
22	44	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
23	42	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
24	40	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
25	38	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
26	36	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
27	32	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50

Lot No.	Unit No.	Lot Liability	Lot Entitlement	Period	Administrative Fund	Maintenance Fund	Total
28	30	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
29	28	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
30	26	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
31	24	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
32	22	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
33	26	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
34	28	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
35	30	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
36	32	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
37	34	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
38	36	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
39	38	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
40	40	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
41	42	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
42	44	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
43	3	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
44	5	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
45	7	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
46	9	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
47	11	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
48	15	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
49	17	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50

Lot No.	Unit No.	Lot Liability	Lot Entitlement	Period	Administrative Fund	Maintenance Fund	Total
50	19	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
51	21	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
52	25	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
53	27	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
54	29	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
55	31	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
56	33	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
		4000	4000		74,340.00	0.00	74,340.00

INFORMATION ONLY

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. PS822467Q

1 July 2025 to 30 June 2026

1005 Plenty Road South Morang Victoria 3752

Expenditure	Budget 07/25 - 06/26
Administrative Fees & Charges	15,400.00
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Garden/Lawn Maintenance	6,000.00
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Waste Management Services	23,500.00
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Total Administrative Fund Expenditure	74,340.00

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<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	0.00	
Budgeted levies to be raised \$	74,340.00	18.5850

Total Lot Liability 4000
 *May include insurance contributions

1 July 2025 to 30 June 2026

Owners Corporation for Plan No. PS822467Q

1005 Plenty Road South Morang Victoria 3752

Levy Period Start	01/07/2025			
Levy Period Duration	12 month(s)			
No. of Instalment(s):	2			
<u>GST</u>	<u>NO</u>			
<u>TOTAL LEVIES</u>	<u>Per Period</u>	<u>Per Year</u>	<u>TOTAL LIABILITIES</u>	<u>Per Period</u>
Admin Fund	P1 48,000.0000	74,340.00	Admin Fund	P1 12,000.00
	P2 26,340.0000			P2 6,585.00
Maint Fund	P1 0.0000	0.00	Maint Fund	P1 0.0000
	P2 0.0000			P2 0.0000
Total Contribution	P1 48,000.0000	74,340.00	Total Per Lot Liability	P1 12,000.00
	P2 26,340.0000			P2 6,585.00

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				2	658.50	0.00	658.50
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36	32	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
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				2	658.50	0.00	658.50
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39	38	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
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				2	658.50	0.00	658.50
53	27	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
54	29	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
55	31	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
56	33	100	100	1	1,200.00	0.00	1,200.00
				2	658.50	0.00	658.50
		4000	4000		74,340.00	0.00	74,340.00

INFORMATION ONLY

CERTIFICATE OF CURRENCY

This policy described below is current until 4:00pm on the Expiry Date shown unless cancelled.

Policy Number: P-023210

Policy Class: Axis Residential Strata Insurance Policy

Insured: OC 822467

Interested Party:

Interest Insured:

Location: 1005 Plenty Road
SOUTH MORANG

State: VIC

Postcode: 3752

Inception Date: 4:00pm on 30th May 2025

Expiry Date: 4:00pm on 30th May 2026

Sums Insured:	1. Buildings	\$	15,400,000
	Common Contents	\$	154,000
	Loss of Rent	\$	2,310,000
	Option Cover: Floating Floors		Insured
	Option Cover: Loss of Lot/Unit Market Value		Not Insured
	Option Cover: Catastrophe Cover	15%	Insured
	Option Cover: Flood		Not Insured
	2. Public or Legal Liability	\$	20,000,000
	3. Personal Accident	\$	200,000/2000
	4. Fidelity Guarantee	\$	100,000
	5. Machinery Breakdown	\$	
	6. Office Bearers Legal Liability	\$	100,000
	7. Government Audit Costs & Legal Expenses		
	Appeal Expenses	\$	100,000
	Audit Fees	\$	25,000
	Legal Defence Expenses	\$	50,000

Conditions: As Per Quotation, Policy Wording and Endorsements

Underwriters: XL INSURANCE COMPANY SE (Australia Branch)

Date: 1 May 2025



Axis Underwriting Services Pty Ltd
as Agents of the Insurers

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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