

CONTRACT OF SALE

Vendor: Alexandra Caitlyn Mostyn McLaren
and Jesse Sean O'Connor

Property: Unit 5, 7 Pine Street,
Thomastown VIC 3074

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the Estate Agents (contracts) Regulations 2008 filled up by the vendor's Estate Agent named herein

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, if any
- General conditions

and in that order of priority.

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:

- Form 1 (contract of sale of real estate-----Particulars of Sale);
- Special Conditions, if any;
- Form 2 (contract of sale of real estate-----General Conditions);
- Vendor's Statement
- Due Diligence Checklist

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

Print name of person/s signing:

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

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

Print name of person/s signing: **Alexandra Caitlyn Mostyn McLaren and Jesse Sean O'Connor**

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 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 notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

PARTICULARS OF SALE

REAL ESTATE AGENT: **Harcourts RATA & Co**
769 High Street, Epping VIC 3076
Tel: 03 9401 1117 Email: sold@rataandco.com.au
Ref: Michael Cananzi

VENDOR: **Alexandra Caitlyn Mostyn McLaren and Jesse Sean O'Connor**

VENDOR'S REPRESENTATIVE: 
AB MORISON
CONVEYANCING
Austin Beamish Morison

E: isabelle@abmorison.com.au Ref: IP:71996
A: Level 8, 80 Dorcas Street, Southbank VIC 3006
P: +61 3 9867 5551 | F: +61 3 9867 4451

PURCHASER: Name/s:
Address:
Tel: Email:

PURCHASER'S REPRESENTATIVE: Name:
Address:
Ref:
Tel:
Email:

STREET ADDRESS: **Unit 5, 7 Pine Street, Thomastown VIC 3074**
LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Lot 3 on **PS 819210Y**.
Certificate of title:
VOLUME: **12067** FOLIO: **134**

CHATELS: All fixtures, floor coverings, electric light fittings and window furnishings as inspected

PRICE: \$ _____

DEPOSIT: \$ _____ (10% payable on the signing hereof)

BALANCE: \$ _____

PAYMENT OF BALANCE is due on/...../20.....
being the **SETTLEMENT DATE** or earlier by mutual agreement. And is the date upon which vacant possession/ or receipts of the rents and profits of the property and chattels 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 13)

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 refer to general condition 1.1. If **“subject to lease”** then particulars of the lease are:

If this contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 then add the words **“terms contract”** in this box.

and refer to general condition 23 and add any further provisions by way of special conditions.

Encumbrances

This sale is NOT subject to an existing mortgage unless the words **“subject to existing mortgage”** appear in this box

If the sale is **“subject to an existing mortgage”** then particulars of the mortgage are:

Special conditions

This contract does not include any special conditions unless the words **“Special Conditions”** appear in this box

Loan (refer to general condition 14 and special condition ‘Loan’)

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

Lender:

Loan Amount: \$

Approval date:

GENERAL RULES FOR CONDUCT OF PUBLIC AUCTIONS

The property is offered for sale by auction, subject to the vendor's reserve price.

The Rules for the conduct of the auction shall be as set out in the Sale of Land (Public Auction) Regulations 2014, or any rules prescribed by regulation which modify or replace those rules.

INFORMATION ONLY

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

Formerly Part 2 of the standard form of contract prescribed by the Estate Agents (contracts) Regulations 2008

TITLE

1. Encumbrances
 - 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
 - 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
 - 1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
2. Vendor warranties
 - 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
 - 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
 - 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
 - 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
 - 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
 - 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
 - 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.
3. Identity of the land
 - 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or, measurements of the land does not invalidate the sale.
 - 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of Security Interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5,000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property

Securities Register.

- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.”
8. Builder warranty insurance
The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor’s possession relating to the property if requested in writing to do so at least 21 days before settlement.
9. General Law Land
- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor’s chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor’s title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser’s objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to ‘registered proprietor’ is a reference to ‘owner’.

MONEY

10. Settlement
- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor’s obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
11. Payment
- 11.1 The purchaser must pay the deposit:
- (a) to the vendor’s licensed estate agent; or
 - (b) if there is no estate agent, to the vendor’s legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor’s estate agent, legal practitioner or conveyancer and held by the estate agent,

- legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.
12. Stakeholding
- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of S27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
13. GST
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However, the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.
14. Loan
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
15. Adjustments
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time
- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
17. Service
- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
 - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.
18. Nominee
- The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
19. Liability of signatory
- Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.
20. Guarantee
- The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.
21. Notices
- The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Inspection

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

23. Terms contract

23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

24. Loss or damage before settlement

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

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

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

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

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

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

SPECIAL CONDITIONS

1 INTERPRETATION

- 1.1 "Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking business, and expires at 5PM AEST
- 1.2 "General Conditions" means the General Conditions incorporated into the Law Institute of Victoria and Real Estate Institute of Victoria Limited copyright contract 2008 version.
- 1.3 "Land" means the Land being sold described in the Particulars of Sale.
- 1.4 "Particulars of Sale" means the Particulars of Sale to which these special conditions are attached.
- 1.5 "Vendor's Statement" means a statement in accordance with section 32 of the *Sale of Land Act 1962* as annexed and incorporated into this contract.
- 1.6 Headings are part of this contract but are for identification purposes only.
- 1.7 Where there is more than one person comprising the Vendor or Purchaser each such person shall be bound jointly and severally.
- 1.8 Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

2 IDENTITY

The Purchaser admits that the Land as offered for sale and inspected by the Purchaser is identical to that described in the title particulars in the Vendor's Statement herewith. The Purchaser cannot make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in the area or measurements or call upon the Vendor to amend title.

3 PLANNING AND RESTRICTIONS

- 3.1 The Purchaser acknowledges they have satisfied themselves of the location of all structures.
- 3.2 The Purchaser further accepts that the property is sold subject to all encumbrances and restrictions including easements, covenants, appurtenant easements, implied easements, leases and any rights of any other person, whether they are disclosed or not.
- 3.3 The property is also sold subject to all restrictions as to the use of the Land pursuant to any legislation or regulation or requirement made by any authority under any order, plan, permit, scheme or overlay. No such restriction shall constitute a defect in the Vendor's title.
- 3.4 The Purchaser shall not make any claim against the Vendor whatsoever in respect of any of the abovementioned points.

4 ENTIRE AGREEMENT AND NO REPRESENTATIONS

- 4.1 This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or in the Vendor's Statement which may have been made for or on behalf of the Vendor is hereby withdrawn and shall not be relied upon by the Purchaser.

4.2 The Purchaser agrees that it is not relying upon any representation made by or on behalf of the Vendor to the Purchaser or a representative of the Purchaser and that the Purchaser is relying upon his own enquiries made before signing this contract.

5 WINDFALL CAPITAL GAINS

Should any action undertaken by the Purchaser up to settlement date, including but not limited to planning permit applications, cause or attribute to the zoning of the property being amended and triggering Windfall Capital Gains Tax (WCGT), as defined by the *Taxation Administration Act 1997 (Vic)*, being applied to the property, the Purchaser shall be liable for the full WCGT liability on the property.

Should the Purchaser intend to appeal the WCGT decision, the Vendor will consider any request by the Purchaser to submit an objection on the Purchaser's behalf, prepared by the Purchaser or their legal representative, at the Purchaser's expense to the Commissioner of State Revenue Office.

6 GUARANTEE

6.1 Where the Purchaser is a corporation (or a trust with a corporate trustee) not listed on an Australian stock exchange, the Purchaser shall obtain the execution of a guarantee in the form attached to Annexure 1 of this contract, contemporaneously with the signing of the contract by or on behalf of the Purchaser. The guarantee must be executed in compliance the *Corporations Act (2001) Cth*.

6.2 Where the Purchaser is a trust where the trustees are natural persons, the Purchaser shall obtain the execution of a guarantee in the form attached to Annexure 1 of this contract, contemporaneously with the signing of the contract by or on behalf of the Purchaser.

6.3 Special condition 6 is an essential term of the contract and the Purchaser's failure to comply with this special condition shall be deemed a default under this contract.

7 BUILDING

7.1 The Purchaser acknowledges and declares that they have Purchased the property as a result of their own inspections and enquiries of the property and all buildings and structures thereon and that the Purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-law otherwise provided or implied and 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 and any items, chattels, fixtures, fittings, appliances or goods within the said buildings or structures.

7.2 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.

7.3 Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not 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 final inspections including any requirement to fence any pool or spa or install smoke detectors.

8 GOODS

8.1 The Purchaser acknowledges that it has satisfied himself of the condition of all goods, chattels, fittings, appliances and chattels included on the date of sale in this sale and shall not require the goods, chattels,

fixtures and fittings and appliances to be in working order at the date of settlement if they were not in a working order on the date of sale.

9 TIME AND SETTLEMENT

- 9.1 If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the balance on the settlement date, that obligation must be performed by no later than 5:00pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation, then the party who fails to perform that obligation by the stated time on the date shall be in default.
- 9.2 The Purchaser shall provide a completed statement of adjustments ("**Adjustments**") as well as all searches relied on in making their calculations no later than seven (7) Business Days before the settlement in order to provide the Vendor and the Vendor's representative sufficient time to communicate with the Vendor, confirm the information contained within the Adjustments and to provide directions for the proceeds of settlement funds. The Purchaser's failure to comply with this special condition shall be deemed a default under this contract.
- 9.3 The Purchaser shall complete all tasks, and compel their mortgagee (and any other party required by the Purchaser to complete the settlement) to complete all tasks on the electronic settlement platform, that is required to bring the workspace (or any other such similar name) to a status that settlement is ready to proceed at the agreed scheduled settlement time.
- 9.4 If the Vendor's mortgagee(s) and/or caveator(s) are unable to rebook settlement immediately due to a Purchaser's default in settlement, the Purchaser's delay in settlement will be deemed to be the date that the Vendor's mortgagee(s) and/or caveator(s) are in a position to settle and interest and other costs payable under this clause shall be payable until settlement occurs.

10 GENERAL CONDITIONS

- 10.1 The parties to the contract agree that if there is any inconsistency between the special conditions and the General Conditions of the contract, the special condition will prevail and have priority.
- 10.2 The General Conditions are amended as follows:
- a) General Condition 8 is deleted.
 - b) General Condition 11.1 (b) is amended by deleting "if there is no estate agent".
 - c) General Condition 11.4 (b) and 11.5 is amended by substituting "an authorised deposit-taking institution" with "by a bank".
 - d) General Condition 11.6 is amended by substituting "three bank cheques" with "six bank cheques".
 - e) General Condition 12.4 is added: "Where the Purchaser is deemed by section 27 (7) of the *Sale of Land Act* 1962 to have given the deposit release authorization referred to in section 27 (1), the Purchaser is also deemed to have accepted title in the absence of any prior express objection to title".
 - f) If the market value of the land and goods forming part of this contract is less than the threshold amount (being the threshold amount defined in Section 10I of the *Sale of Land Act* 1962) then General Condition 15.2 shall be amended as follows:

"15.2 With the exception of land tax (as defined in the *Land Tax Act* 2005), the periodic outgoings and rent and other income must be apportioned on the following basis:

 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income

up to and including the day of settlement; and
(b) any personal statutory benefit available to each party is disregarded in calculating apportionment.”

- g) General Condition 18 is amended to read “The Purchaser and their guarantors may nominate a substitute or additional Purchaser, but the named Purchaser and their guarantors remain personally liable for the due performance of all the Purchaser’s obligations under this contract”.
- h) General Condition 22 is amended by substituting “at any reasonable time” with “once at any reasonable time” and deleting “and/or another person authorised by the Purchaser”.
- i) General Conditions 24.4, 24.5 and 24.6 are deleted.
- j) General Condition 28.4 (a) is amended to read “The Purchaser forfeits to the Vendor an amount equivalent to 10% of the purchase price as the Vendor's absolute property, whether the deposit has been paid or not and the Purchaser grants to the Vendor an equitable charge over all his real estate as security for 10% of the price’ be added after ‘whether the deposit has been paid or not”.

11 DEFAULT

11.1 A Purchaser who breaches this contract must pay to the Vendor on demand:

- a) The full amount payable under the contract attached hereto; and
- b) Compensation for any reasonably foreseeable loss to the Vendor resulting from the breach (including but not limited to conveyancing fees and legal fees incurred by the Vendor resulting from the Purchaser’s breach); and
- c) Any interest due under the contract attached hereto as a result of the breach.

11.2 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the 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 the interest payable in accordance with the terms of The Contract:

- a) All costs associated with obtaining bridging finance to complete the Vendor’s purchase of another property or business and interest charged on such bridging finance;
- b) Interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property calculated from The Due Date for settlement;
- c) Accommodation and additional storage and removal expenses necessarily incurred by the Vendor;
- d) Any additional legal costs and conveyancing costs and expenses occasioned by the default as between client and conveyancer and/ or solicitor and client on an indemnity basis;
- 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.

11.3 The Purchaser agrees that the reasonable costs of each and every default is the minimum sum of \$440.00 (plus GST) together with a further sum of \$1,000.00 (plus GST) for each and every default notice prepared and served on the Purchaser or its representative.

12 DEPOSIT

12.1 The Vendor and the Purchaser hereby authorise the Vendor's representative to invest the whole or any part of the deposit in an Australian trading banking institution, but the representative need not invest the deposit.

12.2 The Purchaser shall, within three Business Days of being requested to do so, provide their tax file number to the Vendor's representative.

12.3 Any interest that is accrued on the deposit money less investment expenses will be paid to the party entitled to the deposit on the date on which the deposit is released to that party.

12.4 In the event that the Purchaser is entitled to the deposit monies, the Purchaser is not entitled to any interest on the deposit unless and until the Purchaser advises the Vendor's representative of the Purchaser's tax file number.

12.5 If the due date for the payment of the deposit is not completed in the particulars of sale then the Vendor and Purchaser agree that the deposit is immediately due and payable to the Vendor on the day of sale of this contract.

13 FOREIGN INVESTMENT REVIEW BOARD (FIRB) APPROVAL

13.1 If the named Purchaser or the nominated Purchaser is a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (as adopted and amended from time to time) then the Purchaser warrants to the Vendor that they have received approval ("FIRB approval") from the Foreign Investment Review Board ("FIRB") of the Commonwealth of Australia and shall be deemed to be in default under this contract unless a copy of the FIRB approval letter is provided for the named Purchaser and/or the nominated Purchaser or evidence that the named Purchaser or the nominated Purchaser meet the criteria to be exempt from obtaining approval FIRB approval on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the nomination form (whichever is the earlier date).

13.2 The named Purchaser and or the nominated Purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the Land hereby sold, as required by law and shall indemnify and keep indemnified the Vendor for any loss and damages including consequential loss, and costs and expenses incurred by the Vendor as a result of the Vendor having relied on this warranty when entering into this contract.

13.3 The Vendor shall retain an equitable interest in the Land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the Vendor are paid by the party that breached this special condition.

14 NOMINATION

14.1 If the named Purchaser chooses to nominate a substitute or additional Purchaser (herein referred to as the "**Nominee**") the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this contract and it shall be a condition precedent to such nomination that:

- a) The Purchaser's representative shall not submit any nomination documents to the Vendors representative where the Nominee is still required to seek approval from the FIRB; and
- b) Any nomination must be made at least ten (10) Business Days before the settlement date; and
- c) The Purchaser must deliver to the Vendor's representative:
 - i. The duly completed and executed nomination form in the form attached to Annexure 2 of this contract and the parties agree that the terms contained in the nomination form are specifically included in this contract; and
 - ii. A personal guarantee duly completed and executed by each director and each trustee of the Nominee in the form attached to Annexure 2 of this contract, contemporaneously with the signing of the nomination form.

15 GST AND OTHER MONIES

- 15.1 If the Purchaser is required to pay goods and services tax ("GST") then the Vendor shall retain an equitable interest in the Land hereby sold until all GST, interest, penalties, costs and all other money due to the Vendor under any written or oral agreement has been paid in full.
- 15.2 If the Purchaser is required to pay GST in addition to the price, then the Vendor may call upon the Purchaser to pay GST in addition to any and all amounts due under this contract.
- 15.3 The Purchaser acknowledges that he shall pay any tax or impost in the nature of a consumption or GST together with all interest, penalties and costs which may be imposed by any government on the price set out in the contract or any part thereof immediately upon the delivery of a Tax Invoice.
- 15.4 Unless the price negotiated as set out in the contract is specified in writing to be inclusive of GST, then any price shall be exclusive of GST and the said GST shall be paid in the sum of ten percent (or any other amount imposed by any government) of the said price.

This special condition shall not merge with the settlement.

16 ELECTRONIC CONVEYANCING

- 16.1 The parties agree for settlement and lodgement to be conducted electronically and in accordance with electronic conveyancing national law.
- 16.2 The parties shall not be permitted to communicate with the other parties mortgagee through the electronic conveyancing workspace (the "**Workspace**") and the Vendor does not accept service of any correspondence through the Workspace.
- 16.3 Settlement of this contract shall occur when the Workspace records that the exchange of the balance of funds due under this contract have been paid and disbursed in accordance with the instructions of the Vendor's representative or if there is no exchange of funds within the Workspace the documents necessary to enable the Purchaser to become the registered proprietor of the Land have been accepted for electronic lodgement.
- 16.4 It is further agreed that in the event that an error occurs, all parties must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment and the Vendor shall retain an equitable interest in the Land hereby sold until all mistaken payments have been recovered including but not limited to any interest, penalties, costs and all other money due to the Vendor has been paid in full.
- 16.5 If settlement does not occur on the settlement date due to an electronic or computer system failure at any of the Purchaser's representative, Vendor's representative, the state revenue office, the electronic

lodgement network, the registrar or the Reserve Bank of Australia, the parties agree that the failure to settle will not constitute a breach or default under this contract by either party.

17 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX (FRCGW)

Words defined or used in the Schedule 1 to the *Taxation Administration Act 1953 (Cth)* as amended from time to time have the same meaning in this special condition unless the context requires otherwise.

- 17.1 Every Vendor under this contract shall be deemed a foreign tax resident for the purposes of this special condition and the Purchaser shall be entitled to withhold 15% (or any other withholding rate defined in the *Taxation Administration Act 1953 (Cth)* as amended from time to time) of the market value of the Land and goods forming part of this contract at settlement, unless each Vendor provides to the Purchaser, on or before the settlement date, a valid clearance certificate or document issued by the Australian Taxation Office evidencing variation of the amount (in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*) (hereinafter called the “**Withholding Amount**”).
- 17.2 Where a Withholding Amount is withheld, each Purchaser is required to:
- a) Provide evidence to the Vendor’s representative that they are in possession of a valid “Purchaser payment notification” form (containing a payment reference number) issued by the Australian Taxation Office before settlement; and
 - b) Pay the Withholding Amount collected at settlement to the Australian Taxation Office by electronic payment (funds transfer) or at Australia Post no later than 5pm on the next Business Day after settlement; and
 - c) Provide evidence by way of a receipt from either Australia Post or the Australian Taxation Office to the Vendor’s representative no later than 5pm on the next Business Day after the payment has been made to the Australian Taxation Office.
- 17.3 The Purchaser will remain liable for the payment of the Withholding Amount and shall be responsible for any penalties or interest payable to the commissioner on account of late payment of the amount and the Vendor shall retain an equitable interest in the Land hereby sold until all tax Withholding Amount/s, interest, penalties, costs and all other money due to the Australian Taxation Office on behalf of the Vendor has been paid in full.

This special condition shall not merge with settlement.

18 DIGITAL DUTIES FORM

- 18.1 The Vendor will create the State Revenue Office digital duties form through duties online and invite the Purchaser to complete the remainder of the State Revenue Office digital duties form as soon as practicable after the date of sale.
- 18.2 The Purchaser must complete all remaining sections of the digital duties form and make the form ready for signing by the parties no less than five (5) clear Business Days before settlement.
- 18.3 The amendment by the Purchaser requiring the Vendor to re-sign the digital duties form less than five (5) clear Business days before settlement shall be deemed to be a default under this contract and the Vendor will not be obliged to complete the settlement of the contract until the expiration of five (5) clear Business days after the digital duties form is ready for signing by the parties.
- 18.4 Should the Purchaser require that the land transfer duty assessment be by complex assessment through the State Revenue Office prior to settlement the Purchaser must notify the Vendor’s representative of this requirement a minimum of thirty-five days before settlement to enable the parties a reasonable

period of time to complete and sign the State Revenue Office digital duties form through duties online as well as allowing sufficient time for the State Revenue Office to assess the duty prior to settlement. Should the Purchaser fail to inform the Vendor's representative prior to thirty-five days before settlement, or the Purchaser delays in completing or signing the digital duties form and settlement is subsequently delayed due to the failure of the State Revenue Office to assess duty in time for settlement, the Purchaser shall be deemed to be in default under the contract.

19 GST WITHHOLDING

19.1 Words and expressions defined or used in subsection 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those acts.

19.2 The Purchaser must:

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

19.3 The Vendor hereby provides the Purchaser with a GST withholding notice in accordance with sections 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

19.4 No GST withholding is required unless the below box in subsection (a) is crossed:

- a) GST Withholding is required unless the Purchaser is registered for GST and acquires the Land for creditable purposes in accordance with section 14-255(2) of schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- b) The Vendor is therefore also required to provide the following information:
 - I. The name of the Vendor/s and the ABNs are provided in the Particulars of Sale in this contract of sale.
 - II. The Purchaser must retain from the Vendor's settlement proceeds and remit to the Commissioner on the due date of the payment of balance is:
 - III. 1/11th of the Price if the price is expressed as "plus GST" or the margin scheme is not applied in the Particulars of Sale.
 - IV. 7% of the Price if the margin scheme is applied in the Particulars of Sale.
 - V. The market value of the property is the Price in the Particulars of Sale.

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

- a) The penalties or interest arise from the Vendor's failure to comply with their obligations,
- b) The Purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the Purchaser to pay an amount to the commissioner in accordance with section 14-250 (1) of schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- c) The Vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.

This special condition shall not merge with settlement.

20 LOAN

- 20.1 The Purchaser is required to inform the Vendor's representative within one (1) Business Day that their loan approval has been granted, at which time the finance clause shall no longer be enuring for the benefit of the Purchaser.
- 20.2 General Condition 14.2 is amended by deleting the words "if the loan is not approved by the approval date" and replacing with "by 3pm on the approval date if the loan is not approved".
- 20.3 General Condition 14.2 (c) is amended by deleting the words "within 2 clear business days after the approval date or any later date allowed by the Vendor" and replacing with "by 3pm on the approval date or 3pm on any later date allowed by the Vendor."

21 SOLAR PANELS

In respect of any solar panels that are installed at the property, the Vendor makes no warranties or any representations in relation to their condition, any electricity generated by them, that they have been properly installed, their input or feed in tariff rate. Any agreement between the Vendor and the Purchaser with an energy supplier will not pass to the Purchaser and shall cease at settlement.

22 LEASE AGREEMENTS

The Purchaser shall not be entitled to any other lease or tenancy documentation other than that attached to the Vendor's Statement. The Purchaser will not require the Vendor to provide any further lease or tenancy documentation or amend the documentation nor pay any costs of amending the documentation. The Purchaser will not be entitled to refuse or delay settlement or claim any compensation or damages as a result of the Vendor not being able to deliver an original copy of the lease or tenancy documentation at settlement. This special condition shall not merge with settlement.

Until such time the property passes to the Purchaser's possession, the Vendor may continue to complete any task required, or deemed necessary at the Vendor's discretion, to fulfill their obligations under any applicable lease.

On completion of settlement, the Vendor assigns to the Purchaser all rights and obligations under any applicable lease and/or guarantee. The Vendor makes no representation as to the suitability or enforcement of any applicable lease and/or guarantee and the Purchaser shall not claim any compensation whatsoever from the Vendor.

23 ELECTRONIC SIGNATURE

The parties consent to this contract and Vendors statement being signed by an electronic signature. Where electronically signed, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

24 PROVISIONS UNENFORCEABLE, ILLEGAL, INVALID OR VOID

If any provision or a part of a provision in this contract is rendered illegal, invalid, void, voidable or unenforceable by the provisions of any relevant legislation whatsoever, then:

- (a) That provision or the relevant part of that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

- (b) If it is not possible to read down the provision, or the relevant part of the provision, that provision, or the relevant part of that provision, is severable without affecting the validity or enforceability of the remainder of this contract; and
- (c) Each of the parties covenant in good faith that they will execute all such further documents and do all such further acts matters and things as are requisite, necessary or desirable for giving effect to the provisions and intent of this contract.

25 PURCHASER'S DETAILS

- 25.1 The Purchaser must include their full address in the contract of sale or to the Vendor's Representative within 7 days of the contract signing.
- 25.2 This special condition is an essential term of the contract and the Purchaser's failure to comply with this special condition shall be deemed a default under this contract.

INFORMATION ONLY

ANNEXURE 1 – GUARANTEE

The annexed guarantee must be completed in full and executed by every director of the Purchaser's corporation or corporate trustee. In the instance that the Purchaser is a trust with natural persons as trustees, this guarantee must be completed in full and executed by each trustee.

INFORMATION ONLY

by the Guarantor

.....

Signature of Guarantor

.....

Full Name of Guarantor

.....

Address of Guarantor

in the presence of

.....

Signature of Witness

.....

Full Name of Witness

.....

Address of Witness

INFORMATION ONLY

ANNEXURE 2 – NOMINATION FORM

The annexed nomination form must be used if the Purchaser chooses to nominate a substitute or additional Purchaser. The guarantee contained within the nomination form must be completed in full and executed by every director of the nominated Purchaser corporation or corporate trustee. In the instance that the nominated Purchaser is a trust with natural persons as trustees, the guarantee must be completed in full and executed by each trustee.

INFORMATION ONLY

NOMINATION FORM

Relating to a contract of sale ("the contract") dated _____

for the property known as: _____

between the:

Vendor: _____

and the

Purchaser: _____

Purchaser's address: _____

Purchaser's tax file number (TFN): _____

NB: TFN only required to be supplied on this nomination form if this contract applies to the sale of a lot or lots in an unregistered plan of subdivision or where the settlement date of this contract is more than six months from the date of sale.

and the

Nominee: _____

Print nominee's full name (include A.C.N. and A.B.N)

NB: In the instance that the nominee or one or more of them is a corporate body, a corporate trustee or a trust with natural persons as trustees, a personal guarantee duly completed and executed by each director and each trustee of the nominee must be submitted to the Vendor's representative with this nomination form.

Nominee's address: _____

Nominee's tax file number (TFN): _____

NB: TFN only required to be supplied on this nomination form if this contract applies to the sale of a lot or lots in an unregistered plan of subdivision or where the settlement date of this contract is more than six months from the date of sale.

The parties agree that:

1. Words used in this nomination form have the same meaning as in the contract.
2. Pursuant to the conditions of the contract the Purchaser nominates the Nominee as substitute Purchaser/s to take a transfer or conveyance in lieu of the Purchaser. The Purchaser and the Nominee acknowledge and agree that they will henceforth be jointly and severally liable for the due performance of the obligations of the Purchaser under the contracts and payment of any expenses resulting from this nomination (including stamp duty).
3. This nomination form cannot be submitted to the Vendor or the Vendor's representative where the Purchaser is still required to seek approval from the Foreign Investment Review Board ("FIRB") and the Nominee indemnifies the Vendor against all charges and losses (including those for which the Vendor may become liable) due to the Vendor relying on this warranty.
4. This nomination form must be submitted to the Vendor's representative more than ten days prior to settlement.
5. The Nominee acknowledges they have been provided with a copy of the signed Vendor's Statement for the property.
6. Where the particulars of sale specify that the supply made under this contract is a "margin scheme" supply, the Vendor and the Nominee agree that this nomination form is an agreement and the Vendor and the Nominee hereby agree that the margin scheme applies to this agreement and the contract. The Purchaser and the Nominee accepts and agrees that the Vendor will use the margin scheme to calculate the GST applicable to the taxable supply under the contract. The Nominee further acknowledges that no tax invoice will be provided to them or the Purchaser at settlement. This condition will not merge at settlement.
7. Where the particulars of sale specify that the supply made under this contract is a "going concern" supply, the Vendor and the Nominee agree that this nomination form is an agreement and the Vendor and the Nominee hereby agree that this agreement and the contract are for the supply of a going concern. The Purchaser and the Nominee warrant that the Nominee is, or will be prior to settlement, registered for GST. However, the Purchaser and the Nominee must pay to the Vendor any GST (including penalties and interest) payable by the Vendor if the supply (or part of it) does not satisfy the requirements of sections 38-325 of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*. This condition will not merge at settlement.
8. Where the particulars of sale specify that the supply made under this contract is a "farming business" supply, the Vendor and the Nominee agree that this nomination form is an agreement and the Vendor and the Nominee hereby agree that this agreement and the contract are for the supply of a farming business. The Purchaser and the Nominee warrant that the Nominee intends that a farming business will be carried on after settlement on the land. However, the Purchaser and the Nominee must pay to the Vendor any GST (including penalties and interest) payable by the Vendor if the supply (or part of it) does not satisfy the requirements of sections 38-480 of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*. This condition will not merge at settlement.
9. The Nominee acknowledges that the Vendor will incur additional conveyancing costs due to the Purchaser's nomination as the Vendor's representative will be required to (amongst other tasks) check the validity of the nomination (including the nominated Purchaser's acceptance of the contract conditions and the Vendor's Statement, GST treatment in the contract and execution of the guarantee (where applicable)), advise the Vendor on the consequences of the nomination, update their system records, conduct and pay for company searches (where applicable), re-prepare the State Revenue Office's stamp duty declaration and re-prepare the notices of disposition, arrange for the Vendor's

execution of the nomination form (only where the particulars of sale specify that the supply made under this contract is a margin scheme supply or a supply of a going concern or a supply of a farming business). The Nominee therefore agrees to reimburse the Vendor \$330.00 for costs incurred by the Vendor's representative in relation to the nomination at settlement.

10. These conditions and obligations do not merge at settlement.

DATED the _____ day of _____ 20_____

Signature/s of the Purchaser (or its Directors):

Purchaser/ Director of Purchaser

Purchaser/ Director of Purchaser

Signature/s of the Nominee (or its Directors):

Nominee/ Director of Nominee

Nominee/ Director of Nominee

*Signature/s of the Vendor (or its Directors):

**There is no requirement for the Vendor to execute this nomination form, except where the particulars of sale specify that the supply made under this contract is a "going concern" or where the particulars of sale specify that the supply made under this contract is a "margin scheme" supply or where the particulars of sale specify that the supply made under this contract is a "farming business".*

Vendor/ Director of Vendor

Vendor/ Director of Vendor

by the Guarantor

.....

Signature of Guarantor

.....

Full Name of Guarantor

.....

Address of Guarantor

in the presence of

.....

Signature of Witness

.....

Full Name of Witness

.....

Address of Witness

INFORMATION ONLY

A: Level 8, 80 Dorcas Street, Southbank 3006
P: +61 3 9867 5551 **F:** +61 3 9867 4451
E: contact@ABMorison.com.au **W:** www.ABMorison.com.au

VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

SELLER **Alexandra Caitlyn Mostyn McLaren and Jesse Sean O'Connor**

LAND BEING SOLD That part of the land which is presently fenced and/or occupied by the seller and contained only within the land described in
Certificate of Title: VOLUME 12067 FOLIO 134
and known as

STREET ADDRESS **Unit 5, 7 Pine Street, Thomastown VIC 3074**

IMPORTANT NOTICES TO PURCHASERS

1. MATTERS RELATING TO LAND USE - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

- a) Description: Registered easement as per title search and/ or attachments, covenant instrument no. **2448748** as per title search and/ or attachments.
- b) Particulars of any existing failure to comply with their terms are: - None to the vendor's knowledge.

However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There is access to the property by road.
The land is not in a bushfire prone area.

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property Information concerning any planning instrument -

Name of planning instrument:	See attached property report
The responsible authority is:	See attached property report
Zoning and/or Reservation:	See attached property report
Name of Planning overlay:	See attached property report

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.

2. FINANCIAL MATTERS IN RESPECT OF THE LAND

Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any owners corporation charges and interest) are contained in the attached certificates or their total does not exceed: **\$5,000.00**

1. Whittlesea City Council
2. Yarra Valley Water
3. OC 1 PS819210Y – managed by Love & Co Strata Management

In addition to the above total, the amount concerning State Revenue Office Land Tax payable by the vendor in respect of this property is contained within the attached property clearance certificate (if applicable).

Information concerning the Commercial and Industrial Property Tax (CIPT) and Commercial and Industrial Property Tax Reform Act 2024 (CIPT Act):

The property is subject to the CIPT regime if the property is transferred on or after 1 July 2024 and the property is allocated within the following Australian Valuation Property Classification Code (AVPCC) ranges: 200-299 (commercial) and 300-399 (industrial) and 400-499 (extractive industries) and 600-699 (infrastructure and utilities) and the property is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act. If the property is allocated more than one AVPCC then the property is subject to the CIPT regime if the property is used solely or primarily for one of the prescribed uses defined as a qualifying use, within the meaning given by section 4 of the CIPT Act. If the property falls outside of the above AVPCC ranges the property will not be subject to the CIPT regime unless a change of use occurs.

The AVPCC allocated to the property is contained in the attached property clearance certificate/council rates notice.

The date the property entered the CIPT regime on the following date: **Not applicable, unless explicitly stated otherwise in the Property Clearance Certificate attached.**

Any further amounts (including any proposed owners corporation levy) for which the purchaser may become liable as a consequence of the purchase of the property are as follows:

1. Owners corporation (if applicable) special levies
2. Land tax if the property is not exempt as your principal place of residence
3. Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.
4. Congestion levy for carparks (if in applicable area and your use does not entitle you to an exemption)
5. Land Tax may be applicable if land value exceeds \$50,000.00 or a change of use occurs. A purchaser will remain liable for any adjusted increase in a new assessment issued after the 31 December of the year preceding the vendor's execution of this vendors statement.

The particulars of any charge (whether registered or not) over the property imposed by or under any act to secure an amount due under that act are as follows: **If any as contained in the attached certificates and searches.**

3. SERVICES:

The following services are **connected** to the land:

- a) Electricity
- b) Gas
- c) Water

The following services are **not connected** to the land:

- a) Sewerage
- b) Telephone

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. It is the responsibility of the purchaser to pay all costs to transfer or reconnect the services you require.

4. INFORMATION RELATING TO ANY OWNERS CORPORATION-

The land is affected by an owner's corporation, and a copy of the current owner's corporation certificate and documents required to accompany the owner's corporation certificate under section 151(4)(b) of the act are attached.

5. EVIDENCE OF TITLE- Attached are copies of the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the register search statement and the document, or part of the document, referred to as the diagram location in the register search statement that identifies the land and its location;
- (b) In any other case, a copy of-
 - I. The last conveyance in the chain of title to the land; or
 - II. Any other document which gives evidence of the vendor's title to the land;
- (c) If the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to sell the land;
- (d) In the case of land that is subject to a subdivision-
 - I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (e) In the case of land that is part of a staged subdivision within the meaning of section 37 of the Subdivision Act 1988-
 - I. If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - II. Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - III. Details of any proposals relating to subsequent stages that are known to the vendor; and
 - IV. A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed-
 - I. If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - II. If the later plan has not yet been certified, a copy of the latest version of the plan

6. BUILDING PERMITS- Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence):

See attached.

7. INSURANCE DETAILS IN RESPECT OF THE LAND- The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and

local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation.

8. NOTICES MADE IN RESPECT OF LAND- Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order 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 are contained in certificates herein if applicable.

Whether there are any notices pursuant to section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.

VENDOR'S UNDERTAKINGS ONLY TO THE VENDORS REPRESENTATIVE

I confirm that this statement and the representations and warranties given by me in lieu of requisitions have 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 disclosure or all relevant information. I am aware that AB Morison Conveyancing have only been employed 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 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, flooding, fill, latent defects or historical significance issues; (e) any contingent or proposed liabilities affecting any body corporate including any relating to the undertaking of repairs to the property; (f) my occupation of any adjacent land which is not contained in the land being sold; (g) any buildings erected over any easements; (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and; (i) any proposal in relation to any other land which may affect the land being sold.

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 1962, the Domestic Building Contracts and Tribunal Act 1995 and/or any other act or regulation. I agree that this vendor's statement and the documents herewith (including the search of the title) must be updated at the expiration of six calendar months from the date of the search of the title herewith. I will not hold AB Morison Conveyancing responsible if the vendor's 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 AB Morison Conveyancing.

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

DATE OF THIS STATEMENT

Signature of Vendors
Alexandra Caitlyn Mostyn McLaren and Jesse Sean O'Connor

PURCHASER'S ACKNOWLEDGEMENTS

The purchaser hereby acknowledges that prior to the execution of the contract or any other contract, agreement or document whatsoever in relation to the purchase of the land the purchaser received from the vendor or the vendor's agent a copy of this vendor's statement signed by the vendor. The purchaser also acknowledges that the information herein is provided solely by the vendor, that the vendor's undertakings only to the vendor's representative, shall not enure for his benefit and that no statements or representations whatsoever are made by AB Morison Conveyancing as to anything in relation to the property.

UPDATED OWNERS CORPORATION INFORMATION

The purchaser agrees that if he requires any information in the owners corporation certificate to be updated at any time, he will apply and pay for any further owners corporation certificate or information.

DATE OF ACKNOWLEDGMENT

Signature/s of Purchaser/s

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

Page 1 of 2

VOLUME 12067 FOLIO 134

Security no : 124124213150K
Produced 06/05/2025 04:58 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 819210Y.

PARENT TITLES :

Volume 08056 Folio 956 Volume 11539 Folio 233

Created by instrument PS819210Y 21/03/2019

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

ALEXANDRA CAITLYN MOSTYN MCLAREN

JESSE SEAN O'CONNOR both of UNIT 5 7 PINE STREET THOMASTOWN VIC 3074

AU224633P 12/04/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU224634M 12/04/2021
WESTPAC BANKING CORPORATION

COVENANT 2448748

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 PS819210Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 5 7 PINE STREET THOMASTOWN VIC 3074

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 12/04/2021

OWNERS CORPORATIONS

The land in this folio is affected by



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

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

Page 2 of 2

OWNERS CORPORATION 1 PLAN NO. PS819210Y

DOCUMENT END

INFORMATION ONLY



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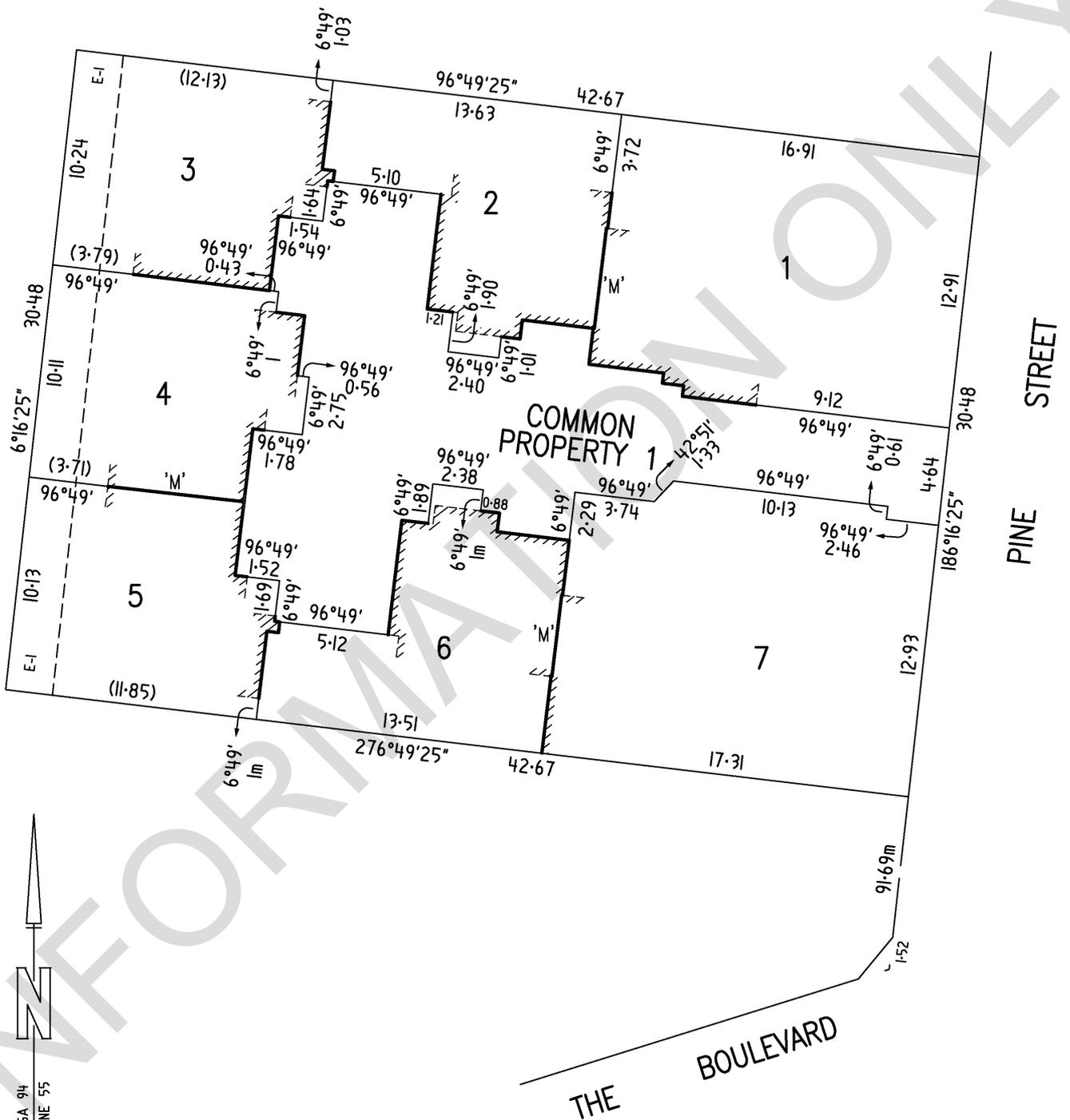
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PLAN OF SUBDIVISION		EDITION 1	STAGE -	PS 819210Y
LOCATION OF LAND PARISH: KEELBUNDORA TOWNSHIP: --- SECTION: --- CROWN ALLOTMENT: --- CROWN PORTION: 26 (PART) TITLE REFERENCE: Vol. 11539 Fol. 233 Vol. 8056 Fol. 956 LAST PLAN REFERENCE: Lots 101 & 102 on LP 13480 POSTAL ADDRESS: 7 & 9 PINE STREET (at time of subdivision) THOMASTOWN 3074 MGA94 CO-ORDINATES: E: 325740 ZONE: 55 (of approx centre of land N: 5828180 GDA 94 in plan)		Council Name: Whittlesea City Council Council Reference Number: 609693 Planning Permit Reference: 609693 SPEAR Reference Number: S115953H Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Angela Cuschieri for Whittlesea City Council on 19/02/2019		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of any Owners Corporations including purpose, responsibility, entitlement and liability see Owners Corporation Search Report, Owners Corporation Additional Information and, if applicable, Owners Corporation Rules. BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL IS CONTAINED IN THAT PARCEL		
NIL	NIL			
NOTATIONS				
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 KEELBUNDORA PM 848. In Proclaimed Survey Area No. ---				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easements and 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
E-1	SEWERAGE	2.21	THIS PLAN	YARRA VALLEY WATER
PETER RICHARDS SURVEYING 337-339 GREENSBOROUGH ROAD WATSONIA 3087 Tel: 9432 6944 Fax: 9434 4052 POSTAL ADDRESS: P.O. Box 237 WATSONIA 3087 subdivisions@prsurveying.com.au		SURVEYORS FILE REF: 15585 Digitally signed by: Cheng Yee Tan, Licensed Surveyor, Surveyor's Plan Version (4), 19/02/2019, SPEAR Ref: S115953H		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 SHEETS PLAN REGISTERED TIME: 1:06PM DATE: 21/03/2019 Ethan KAO Assistant Registrar of Titles

PS 819210Y



SURVEYORS FILE REF: 15585

PETER RICHARDS SURVEYING
 337-339 GREENSBOROUGH ROAD WATSONIA 3087
 Tel: 9432 6944 Fax: 9434 4052
 POSTAL ADDRESS: P.O. Box 237
 WATSONIA 3087
 subdivisions@prsurveying.com.au

SCALE 1:200

LENGTHS ARE IN METRES

Digitally signed by: Cheng Yee Tan, Licensed Surveyor,
 Surveyor's Plan Version (4),
 19/02/2019, SPEAR Ref: S115953H

ORIGINAL SHEET SIZE: A3	SHEET 2
Digitally signed by: Whittlesea City Council, 19/02/2019, SPEAR Ref: S115953H	

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5140810

PROUDFOOT & HORTON

2448748

FRESHOLD

VICTORIA

TRANSFER OF LAND

ATHLONE INVESTMENTS PROPRIETARY LIMITED (formerly MOONEE VALLEY PROPRIETARY LIMITED) of 482 Bourke Street Melbourne being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder

IN CONSIDERATION of the sum of TWENTY THREE THOUSAND ONE HUNDRED AND FIFTY POUNDS paid to it by HENRY SCOTT the Elder Investor and HENRY SCOTT the Younger Secretary both of 229 Collins Street Melbourne

DOTH HEREBY TRANSFER to the said Henry Scott the Elder and the said Henry Scott the Younger as joint tenants ALL its estate and interest in ALL THOSE pieces of land being Lots 1 to 130 (both inclusive) on Plan of Subdivision No. 13477 lodged in the Office of Titles | Lots 1 to 133 (both inclusive) on Plan of Subdivision No. 13478 lodged in the Office of Titles | Lots 1 to 177 (both inclusive) on Plan of Subdivision No. 13479 lodged in the Office of Titles | Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152 and 153 on Plan of Subdivision No. 13480 lodged in the Office of Titles | Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 36, 37, 38, 39, 41, 42, 44, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 124, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163,



Long on file
No Report added

164, 165, 166, 167, 168, 169, 170, 172, 173, 174, 175, and 176 on Plan of Subdivision No. 13481 lodged in the Office of Titles and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115 and 116 on Plan of Subdivision No. 13482 lodged in the Office of Titles being parts of Crown Portion 26 Parish of Keelbundora County of Bourke and being parts of the land more particularly described in Certificate of Title Volume 6617 Folio 1323253 AND the said Henry Scott the Elder and Henry Scott the Younger DO HEREBY for themselves their executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred or any part or parts thereof COVENANT with the said Athlone Investments Proprietary Limited its successors and transferees the registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that he she or they will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed from any part of the land hereby transferred any earth clay stone gravel or soil except for the purpose of laying the foundations of any buildings to be erected thereon or use or allow the said land to be used for the manufacture or winning of bricks tiles or pottery-ware AND it is requested that this covenant shall be noted in and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

DATED this 15th day of October One thousand nine hundred and fifty-one.

THE COMMON SEAL of ATHLONE INVESTMENTS PROPRIETARY LIMITED was hereto affixed by authority of the Directors in the presence of :-
 Director
 Director
 Secretary



2448748

2448748

SIGNED by the said HENRY SCOTT)
the Elder in Victoria in the)
presence of :-)

[Handwritten signature]

*William
Clerk to the Court of Sessions
Solicitor*

SIGNED by the said HENRY SCOTT)
the Younger in Victoria in the)
presence of :-)

H. Scott

William

ENCUMBRANCES REFERRED TO :

As to so much of the land hereby transferred as is colored blue on the said Plans of Subdivision - Any easements affecting the same. As to so much of the land hereby transferred as is colored blue and green respectively on the said Certificate of Title - The easements to the State Electricity Commission of Victoria created by Instruments Nos. 1309350 and 1210118 respectively in the Register Book.

INFORMATION

X

DATED

ATHLONE INVESTMENTS PTY. LTD.

- to -

MR. H. SCOTT & ANOR.

TRANSFER OF LAND

PROUDFOOT & HORTON,
Solicitors
87 Queen Street,
MELBOURNE.

I CERTIFY

that a Memorial of the within Instrument No. 2448748
was entered on the 19 OCT 1951
in the Register Book Vol. 6617 Fol. 253

S. Kennedy

Assistant Registrar of Titles

12

PLAN OF SUBDIVISION 77/682 No. _____

Prepared on Linen _____
Drawing Paper _____

Tracing _____

Field Notes _____

Solicitor GRAY & GRAY Lodged for Examination _____

Surveyor _____ Date of Plan _____

Fees _____ Checked _____

Certificate of Title Volume 2077 Folio 573 Noted on C/T _____
3600 856

Charted Chandragiri 130 922 LP 1261
J.H 14-5-57

Date of Consent of Council 11-2-57 Complies with Section 568

Consent of Council JH

Plan 77/682 has been
attached to Search Paper
Transfer R. I. No. A376317

MAY 1957

Consent of S.R.W.S. Commission _____

Lot Numbers may be accepted _____ Heading verified _____

Common Ownership verified _____ Street Names verified _____

R.M's. Placed _____ R.M's. P.M's. picked up _____

Plan Examined _____ Areas correct _____

Accords with Field Notes _____ Computing Book No. _____ Page _____

File in bag

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 06/05/2025 04:58:29 PM

OWNERS CORPORATION 1
PLAN NO. PS819210Y

The land in PS819210Y is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 7.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

58 MOSAIC DRIVE LALOR VIC 3075

OC043068W 21/03/2019

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:

OC043068W 21/03/2019

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS819210Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Total	70.00	70.00

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.

INFORMATION ONLY



BUILDING PERMIT

Project: 7 New Townhouses

Issued to Agent: Darebin Homes Pty Ltd
PO BOX 235
CAMPBELLFIELD VIC 3061

Contact: Tom Younan
Telephone: 0419 315 860

Address for Serving/Giving of Documents: PO BOX 235
CAMPBELLFIELD VIC 3061

Ownership Details: Maroush Nominees
58 Mosaic Drive
LALOR VIC 3075

Contact: Hasan Maroush
Telephone: 0422 430 662

Property Details:

Address:	9 Pine Street THOMASTOWN VIC 3074		
Lot/s:	101	LP/PS:	013480
Volume	11539	Folio	233
Municipal District Of:	Whitehorse City Council		

Builder/Contractor²: Darebin Homes Pty Ltd
PO BOX 235
CAMPBELLFIELD VIC 3061

Contact: Tom Younan
Telephone: 0419 315 860

Details of Domestic Building Work Insurance⁵:

The issuer or provider of the required insurance policy is CBL Insurance, Policy No.'s AIBWCI539407, AIBWCI539406, AIBWCI539405, AIBWCI539404, AIBWCI539403, AIBWCI539402, AIBWCI539401, dated 08 Nov 2017

Nature of Building Work: Construction of 7 townhouses with associated garages

Cost of Building Work: Total Cost of Project: \$1,320,000.00

Applicable Regulations: Pursuant to Section 10(2) of the Building Act 1993, the relevant building surveyor certifies that substantial progress has been made on the design of the building covered by this permit such that the applicable Building Code is BCA 2016

Details of Relevant Planning Permit: Planning Permit No: 715551
Date of Grant of Planning Permit - 22 Mar 2017

Stage of Building Work: All Works



Total Floor Area of New Building Work: 830m²

Approved Documents: Refer to Appendix A

Performance Based Alternative Solutions: N/A

Dispensations Granted under Regulation 503/608/1011, Building Regulations 2006: Refer to Appendix B

Determination Granted by the Buildings Appeals Board: N/A

Prescribed Reporting Authorities: Refer to Appendix B

Combined Allotment Statement: A statement has been issued under regulation 502 in relation to the building work that is the subject of this permit.

Conditions of Permit: Refer to Appendix C

Inspection Requirements: Mandatory notification stages are:
Prior to placing of steel – reinforcement
Inspection of waffle base
Inspection of framework, prior to lining
Inspection at completion of work, prior to occupation

Commencement and Completion: This building work must commence within 12 months and be completed within 24 months of the date of issue of the building permit.

Building Classification

Part of Building	Building Class	Description
All	1a	Townhouses
All	10a	Garages

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

Details of Building Practitioners & Architects:

(a) to be engaged in the building work⁴

Classification	Full Name	Registration No
Builder (Construction):	Tom Younan	DBL37007

(b) who were engaged to prepare documents forming part of the application for this permit.⁵

Classification	Full Name	Registration No
Engineer (Structural/Civil):	Dobrica Milicevic	EC36454
Architect:	Michael Miskas	DPAD36212

Relevant Building Surveyor: PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD

Francesco (Frank) Isgro (BS-U24089)

Date of Issue of Building Permit: 10 November 2017

Building Permit No: BS-U24089/20170361/0

- Notes**
1. Pursuant to Clause 316 of the Building Interim Regulations 2017, the applicant for this Building Permit must supply a copy of the Building Permit and one set of all related approved plans, specifications and documents to the person who is in charge, or is to be in charge, of the carrying out of the building work.
 2. Under Regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
 3. Under Regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
 4. Include building practitioners with continuing involvement in the building work.
 5. Include only building practitioners with no further involvement in the building work
 6. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required by Section 135 of the Building Act 1993.
 7. This building permit does not constitute an assessment for compliance with the Disability Discrimination Act 1992 (DDA). Requirements for persons with disabilities have been limited to the provisions of the Building Code of Australia (BCA) applicable at the time of application. It has been established that compliance with the BCA may not be sufficient to satisfy the DDA. If compliance with the DDA is to be established, separate advice must be sought from specialist consultants in the field.
 8. This Building Permit must not be construed as an approval or endorsement relative to any other Act, regulation control or matter pertaining to the nature to which this relates. In particular this permit shall not be taken to authorise any departure from approved documents or other matters that have been or are able to be the subject of other approval procedures pursuant to the Planning and Environment Act, Occupational Health and Safety Act, Disability Services Act, Heritage Act, Health Act, Dangerous Goods Act, Liquor Control Reform Act and any other relevant Acts.
 9.
 - (a) If a Town Planning Permit is applicable to the works, consultation with Council's Planning Department shall occur to confirm acceptance of any minor changes from the endorsed planning permit and drawings.
 - (b) No work shall commence until all planning permit conditions containing requirements to be completed prior to work commencement have been satisfied.
 - (c) All conditions of the planning permit shall be complied with.
 - (d) All works shall be undertaken in strict accordance with relevant planning permits and the Planning and Environment Act and Regulations.

Appendix A

Approved Documents BS-U24089/20170361/0

9 Pine Street THOMASTOWN

Architectural Plans & Specifications:-

Architectural Drawings - prepared by MS Designer Living Architectural Design

Civil Plans & Specifications:-

Civil Drawings - prepared by ARX Consulting Engineers

Structural Plans & Specifications:-

Structural Drawings - prepared by ARX Consulting Engineers

Other Documents

Application Form

Certificate of Compliance (Drainage)

Certificate of Compliance (Structural)

Combined Allotment Statement

Council Property Information Certificate (7 Pine St)

Council Property Information Certificate (9 Pine St)

Drainage Computations - Job No. 166014-C

Letter from Council re - Drainage Approval

Geotechnical Report No. 151475-1 (Hardrock Geotechnical)

House Energy Rating Report - FirstRate5 Summary

House Energy Rating Report & Endorsed Drawings

Plan of Survey

Title Certificate - Vol.11539 Fol.233

Site Management Plan - Endorsed

Structural Computations - Job No. 166014

Victorian New Homes Contract - Signed Copy

Council Legal Point of Discharge

Domestic Warranty Insurance Certificates, issued by CBL Insurance

Planning Permit - 715551 & Endorsed Drawings

Product Specifications

Appendix B

Dispensations/ Prescribed Reporting Authorities BS-U24089/20170361/0

9 Pine Street THOMASTOWN

Dispensations Granted under Regulation 503/608/1011, Building Interim Regulations 2017:-

The following dispensations by the Relevant Building Surveyor apply to the project:-

BCA Ref	Item	Decision
Regulation 502	Combined allotment statement	Approved

Prescribed Reporting Authorities:-

The following bodies are prescribed reporting authorities for the purpose of the application for this permit in relation to the matters set out below:

Report Authority	Matter Reported On	Regulation
Council	Point of discharge of stormwater	610(2)

Appendix C

Building Permit Conditions BS-U24089/20170361/0

9 Pine Street THOMASTOWN

General Conditions:-

1. Additional permits or approvals may need to be obtained under other Acts/Regulations prior to the commencement of the works.
2. The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation inspections and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer
3. Building works must be undertaken in accordance with the Building Code of Australia, the Building Interim Regulation 2017 and the Building Act 1993.
4. Municipal Council local laws covering hours of operation, noise, environmental protection, protection of public assets, and the like may apply with respect to the works. Council consents may be required in regard to local laws and may be required prior to the commencement of works. Prior to commencement of any works on site, the builder shall satisfy all relevant local laws and similar requirements of the relevant Municipal Council.
5. This approval does not have the effect of endorsing that the design complies with any restrictive covenant or any other encumbrance over the subject land. It is the owner's responsibility to ensure compliance with any covenant or encumbrance. Failure to comply with any relevant covenants/encumbrances could result in legal proceedings from other beneficiaries.
6. A copy of the approved plans must be available on site while the building works are in progress.
7. Prior to commencement of relevant works, the builder shall apply to Council for any required site services permits including:-
 - cross-overs
 - street openings
 - stormwater connections
 - public protection in the street including hoardings and gantries

Boundary Projections by New Building Works:-

8. Approval is conditional upon no unauthorised encroachment of any part of the work and/or building beyond the allotment boundaries and street alignments.

Planning Permits:-

9. The work permitted by this Building Permit must be undertaken to maintain consistency with the Planning Permit, Planning Permit conditions and the endorsed plans.

Roof Drainage System:-

10. Stormwater drainage systems throughout the external areas shall be to AS3500 Part 3 requirements.

Lift Off Toilet Doors:-

11. The following toilet doors shall be readily removable from the outside of the toilet compartment:-
12. All fully enclosed conventional toilet compartments where the clear space between the closet pan and the nearest part of the doorway is less than 1.2m.

Wet Area Construction:-

13. Construct all wet areas to be water resistant or water proof in accordance with AS3740-2010.
14. Plasterboard to wet areas shall be "WR" type installed and treated in strict accordance with the manufacturer's recommendations for water resistance.

Energy Rating Report:-

15. Energy rating report applies to these works and must be complied with in full and remains the responsibility of the builder. Upon completion of works the builder is to provide a signed statement confirming compliance with this report.

Roof/Floor Truss Details:-

16. Roof and/or floor truss manufacturers computations & layout must be submitted to the Relevant Building Surveyor prior to installation. Truss design & fabrication remain the responsibility of the truss manufacturer.

Non-Slip Finishes:-

17. Non-slip finishes / non-skid strip are to be maintained to all stair treads, steps, ramps and landings.

Variations to Approved Documentation:-

18. No variation from or alteration of the approved plans or specification shall be made prior to obtaining written consent from the Relevant Building Surveyor.

Certificates Required for Sign Off

Certificate	Information
Energy Efficiency Measures & Building Fabric	Builder to provide compliance letter verifying all requirements of the Section J report for Building Fabric (thermal insulation and glass) and Building services have been installed in accordance with the approved documents and Part J of the BCA including a detail list of all materials and insulating products used.
Occupancy Permit Application Form	Completed Application for Occupancy Form.
Glazing	Glazing contractor compliance letter indicating the glass has been installed in accordance with the approved drawings and specification and complies with AS1288 and AS2047 (as applicable). Applies to balustrading, doors, windows, screens, facades and miscellaneous glazing.
Plumbing Certificates	<p>Plumbing contractor compliance certificates for all plumbing works as follows (as relevant):-</p> <ul style="list-style-type: none"> - Roof Plumbing (incl above ground stormwater drain) - Sanitary Plumbing - Septic Tank Installation - Drainage (below ground Sewer) - Drainage (below ground stormwater) - Cold Water Plumbing - Hot Water Plumbing - Mechanical Services (including duct fixing) - Backflow Prevention (medium & high risk only) - Residential & Domestic Fire Sprinkler Systems - Grey or Recycled Water - Gasfitting (natural gas type A installation) - Gasfitting (LPG type A installation) - Gasfitting (other types of gases) - Fire Protection - Irrigation - Refrigerated Air-Conditioning - Solar Installation - Rainwater Tank Installation - Gas fitting - Fire Protection
Water Proofing	Written confirmation/certificate from contractor that all wet areas have been waterproofed in accordance with AS3740, including manufacturers details and warranties of proprietary systems used as applicable.
Electrical Certificates	Provide Certificate of Electrical Safety for prescribed Electrical Installation Work.

OCCUPANCY PERMIT

Issued to (Owner)

Hasan Maroush
Maroush Nominees
58 Mosaic Drive
LALOR VIC 3075

Agent

Tom Younan
Darebin Homes Pty Ltd
PO BOX 235
CAMPBELLFIELD VIC 3061

Property Details

Address:	9 Pine Street, THOMASTOWN VIC 3074						
Lot/s:	101	LP/PS:		Volume:	11539	Folio:	233
Municipal District:	Whittlesea City Council						

Building Permit Details

Building permit number: BS-U24089/20170361/0

Version of BCA applicable to building permit: 2016

Building Details

Building or Part of Building to which permit applies	Permitted Use	BCA Class of Building	Maximum permissible floor live load	Maximum number of people to be accommodated
Unit 3	Townhouse	1a, 10a	1.5 kPa	N/A

Storeys Contained: 2

Rise in Storeys (for Class 2-9 Buildings): N/A

Effective Height: N/A

Type of Construction: N/A

Reporting authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported on or Consented to	Relevant Regulation No.
Council	Point of discharge of stormwater	610(2)

Suitability for occupation

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

Relevant Building Surveyor

Name: Francesco (Frank) Isgro

Address: Level 5
136 Exhibition Street Melbourne VIC 3000

Email: info@plpaust.com

Building practitioner registration no.: BS-U24089

Municipal district/Council name: Whittlesea City Council

Occupancy Permit No. BS-U24089/20170361/0

Date of issue: 19 Dec 2018

Date of final inspection: 13 Dec 2018

Signature: 

INFORMATION ONLY

Certificate of Insurance

Building Act 1993 Section 135
Domestic Building Insurance Order
DOMESTIC BUILDING CONTRACT

Certificate No: AIBWCI539405

Date of Issue: 08 November 2017

DAREBIN HOMES PTY LTD

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance Issued under section 135 of the Building Act 1993 namely Builders Home Warranty has been issued by Assetinsure Pty Limited as insurer in the name of the Building Owner, in respect of the Domestic Building Work as set out in the schedule herein.

SCHEDULE

Business Name: DAREBIN HOMES PTY LTD

ABN/ACN No: 48141855718

Practitioner Name: TOM YOUNAN (DB-L 37007)

DETAILS OF WORKS

Building Owner (The Insured): Maroush Nominees Pty Ltd

Site Address: Unit 3, 7-9 Pine Street, Thomastown, Victoria, 3074

Description of Works: Residential - New Build

Fixed Price Contract Dated: 17 October 2017

Declared Contract Price: \$188,571

Estimated Start Date: 20 November 2017

Estimated Completion Date: 20 November 2018

Building Surveyor PLP Building Surveyors

Subject to the Building Act, the Ministerial Order, and the terms and conditions of the Insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract, and to the successors in this to the Building Owner.

Signed for and on behalf of the Insurer:

Signed 

NOTE: IN THE EVENT OF THIS PROPERTY BEING SOLD TO A SUBSEQUENT OWNER, ANY CLAIMS PAID UNDER THIS POLICY SHOULD BE DECLARED TO THE SUBSEQUENT PURCHASERS.

Date of issue 08/05/2025	Assessment No. 1054402	Certificate No. 171770	Your reference 76691383-018-8
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Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 5/7 Pine Street THOMASTOWN 3074

Description: LOT: 3 PS: 819210Y

AVPCC: 120.4 Townhouse

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$480,000	\$100,000	\$24,000

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$1,124.06
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$41.76
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 08/05/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,517.72

<i>Balance of rates & charges due:</i>	\$0.00
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Property debts

Other debtor amounts

Special rates & charges

nil

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



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 **1054402**



Phone 1300 301 185
Ref **1054402**



Billers Code **5157**
Ref **1054402**

7th May 2025

AB MORISON CONVEYANCING

Dear AB MORISON CONVEYANCING,

RE: Application for Water Information Statement

Property Address:	5/7 PINE STREET THOMASTOWN 3074
Applicant	AB MORISON CONVEYANCING
Information Statement	30938718
Conveyancing Account Number	5689580000
Your Reference	IP:71996

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	5/7 PINE STREET THOMASTOWN 3074
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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.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	5/7 PINE STREET THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

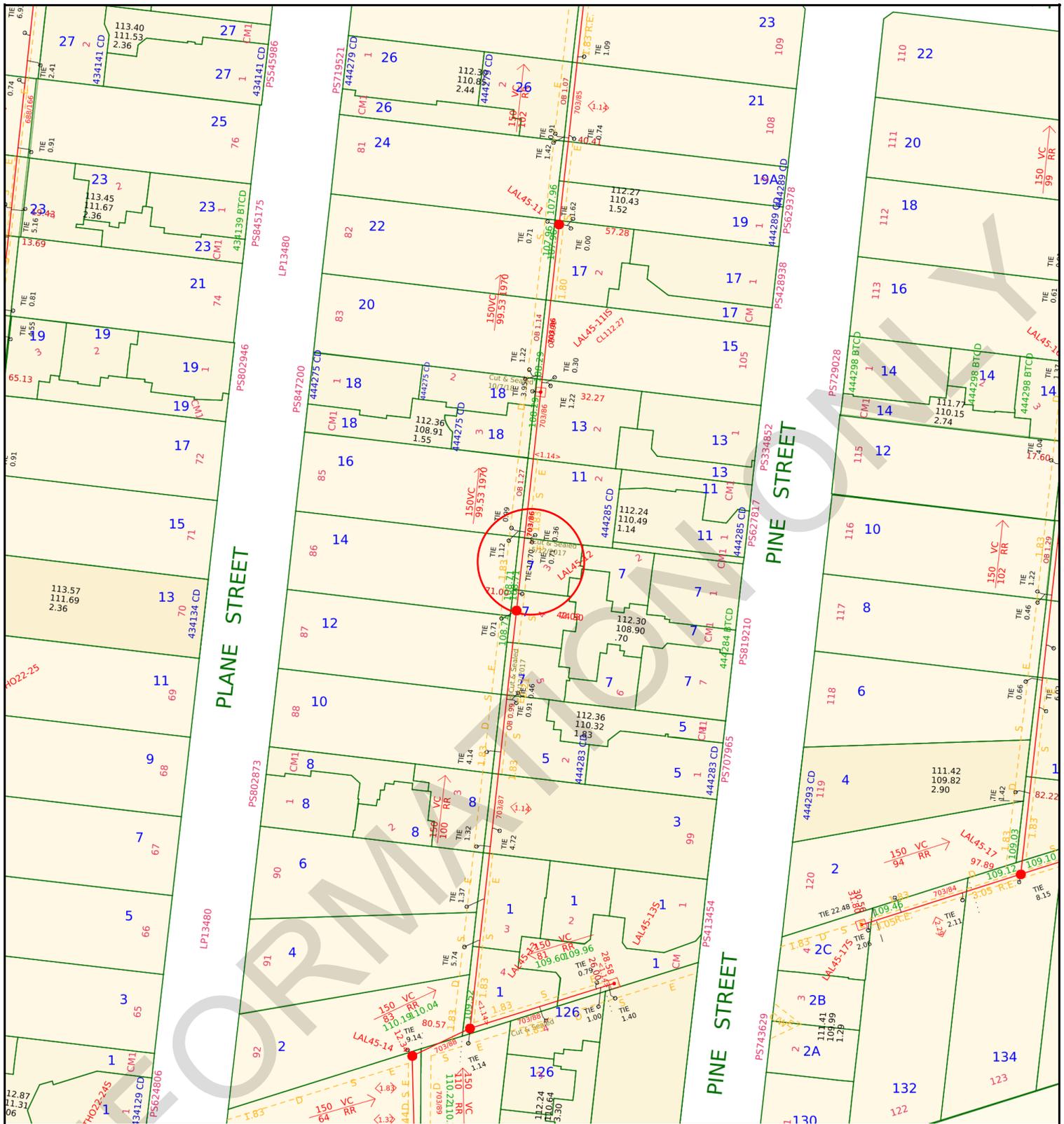
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30938718**

Address 5/7 PINE STREET THOMASTOWN 3074

Date 07/05/2025

Scale 1:1000



ABN 93 066 902 501

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

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

AB MORISON CONVEYANCING
contact@abmorrison.com.au

RATES CERTIFICATE

Account No: 0806548465
Rate Certificate No: 30938718

Date of Issue: 07/05/2025
Your Ref: IP:71996

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 5/7 PINE ST, THOMASTOWN VIC 3074	3\PS819210	5179107	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$0.00
Residential Water and Sewer Usage Charge <i>Step 1 – 36.000000kL x \$3.43420000 = \$123.63</i> Estimated Average Daily Usage \$1.44	04-02-2025 to 01-05-2025	\$123.63	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$0.00
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

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

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

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

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

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

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

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

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

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: 5179107

Address: UNIT 5/7 PINE ST, THOMASTOWN VIC 3074

Water Information Statement Number: 30938718

HOW TO PAY



Biller Code: 314567
Ref: 08065484655

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

29th January 2018

Tom Younan
Darebin Homes Pty Ltd
care of
tom@darebinhomes.com.au

Dear Tom Younan,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	311144
Property Address	7 PINE STREET THOMASTOWN 3074 9 PINE STREET THOMASTOWN 3074
Service Location ID	1225798 1225799

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *

Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed)

- can build over the sewer main and 750mm vertical clearance is required
- can build over maintenance structures and cover levels must match new surface levels

* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro".

Joe Gargaro

Divisional Manager, Development Services

INFORMATION ONLY

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any driveways and paving (plain concrete only) for a residential property in the vicinity of a maintenance hole, the following apply:

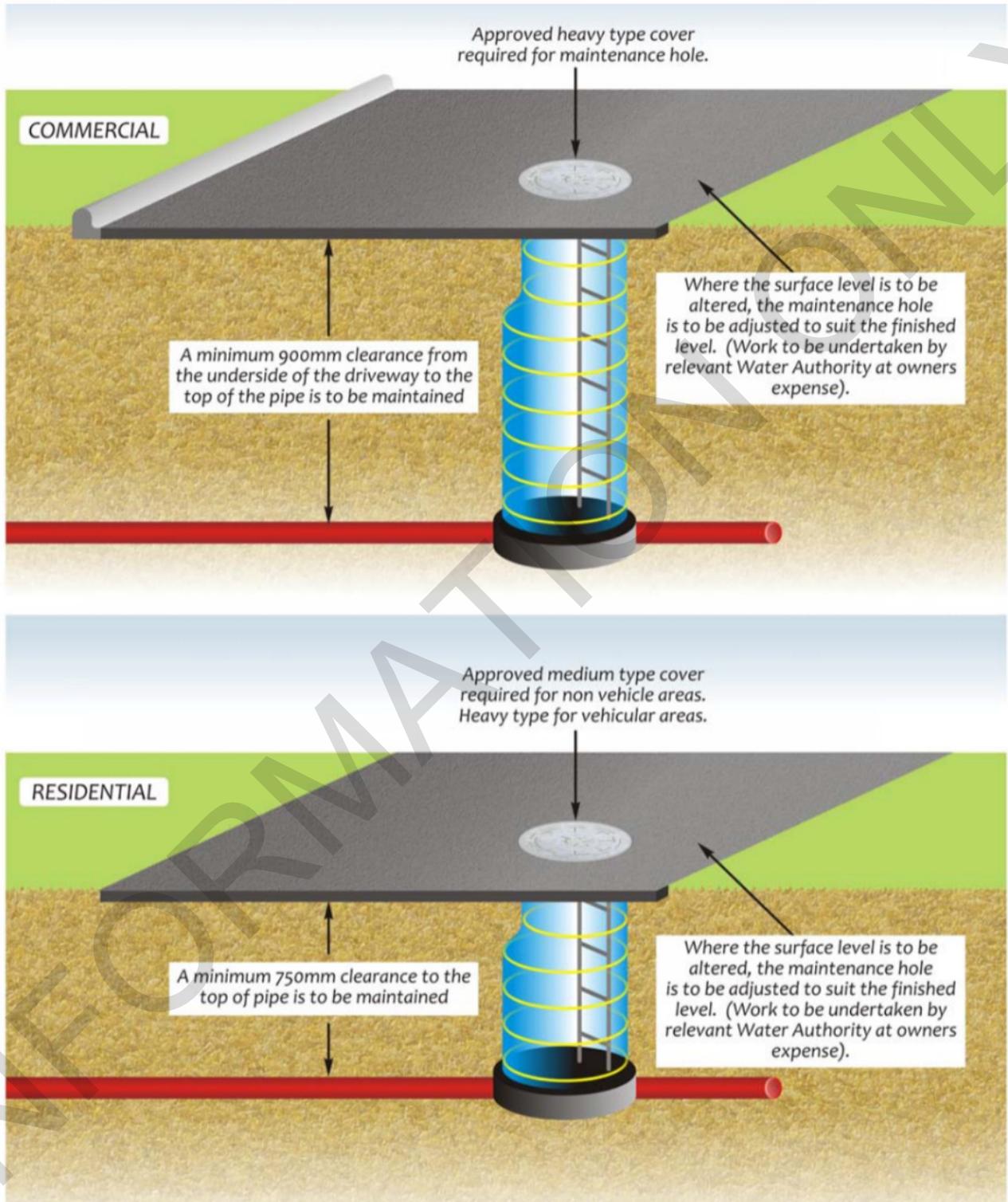
1. Refer to the attached plan 'F' for this structure.
2. Paving is not allowed over a maintenance hole.
3. Ramps over maintenance holes are not permitted.
4. For Driveways, maintenance hole cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
5. For Driveways, where heavy covers are required to be fitted to comply with YVW's requirements, works must be carried out by YVW at the Owner's expense.
6. Maintenance holes can only be opened by YVW's authorised personnel.

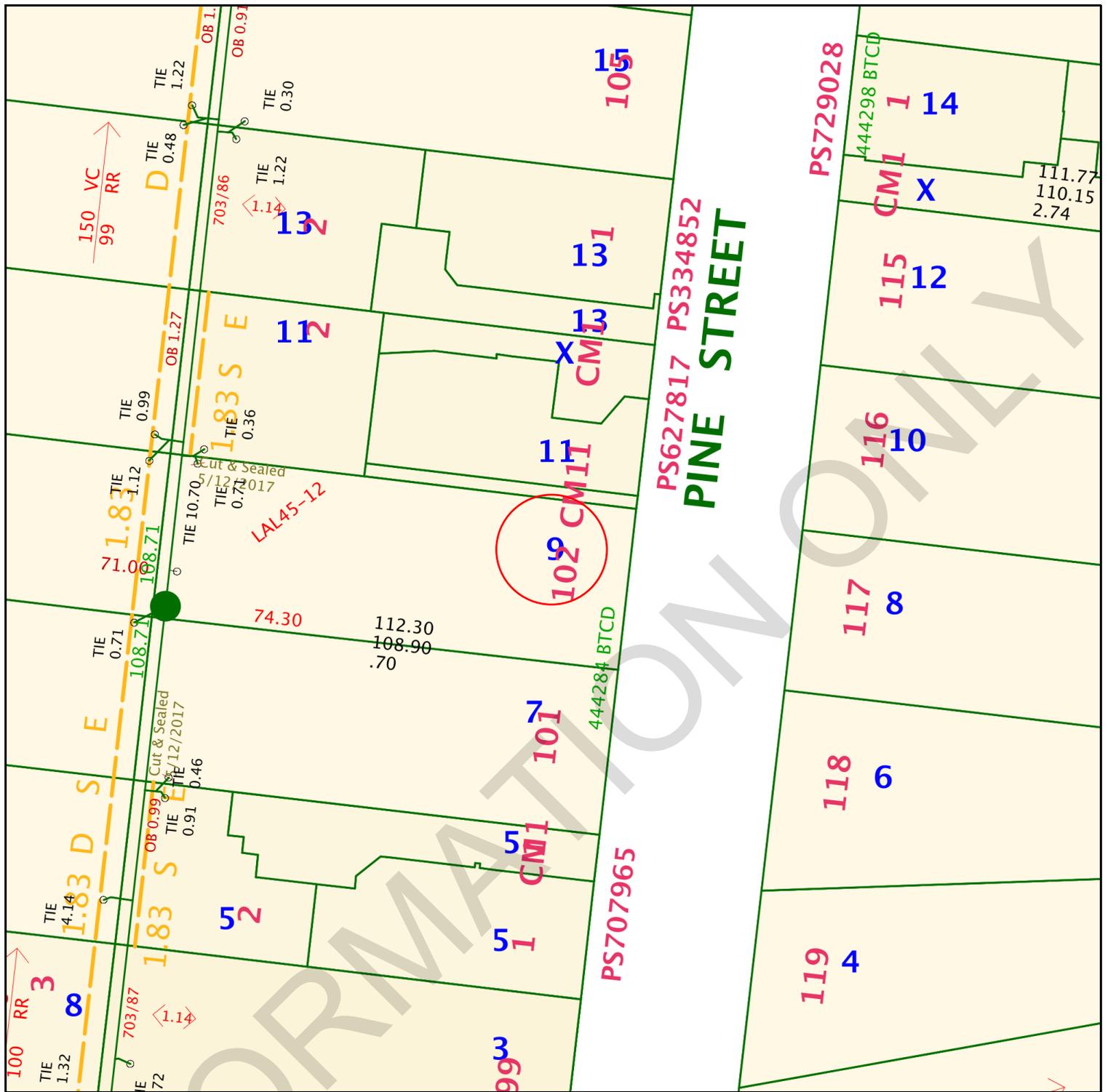
For any driveways and paving (plain concrete only) for a residential property in the vicinity of sewer mains up to and including 225 mm diameter and greater than 3.5 m deep, the following apply:

1. Refer to attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main by the works

DRIVEWAY AND PAVING

DRIVEWAYS AND PAVING





Yarra Valley Water Address 9 PINE STREET THOMASTOWN 3074

Build Over Plan Reference: Plan F
Driveways and paving

Date	29/01/2018
Scale	1:500



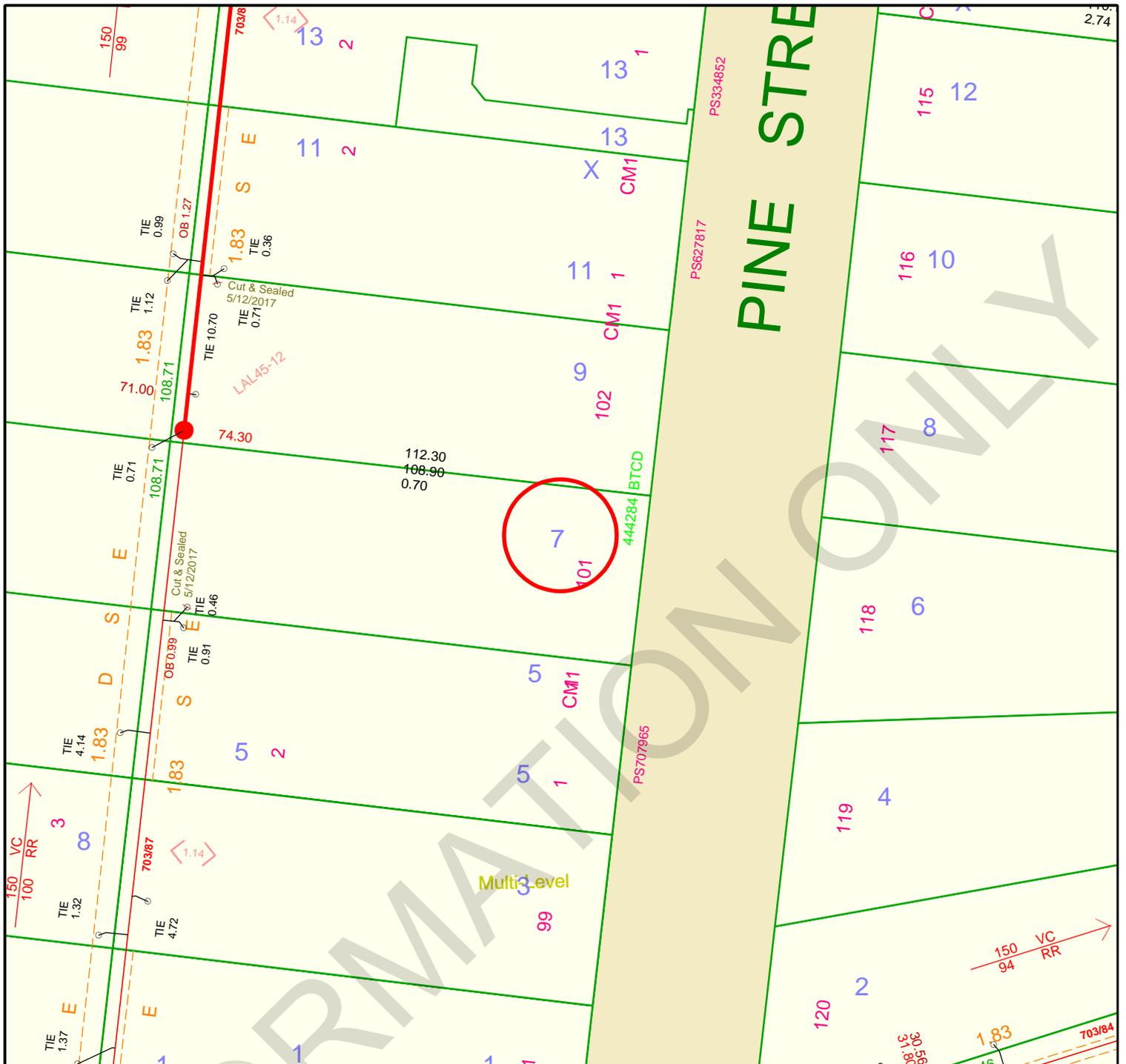
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

ABN 93 066 902 501

Yarra Valley Water Application ID: 311144

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.



Address 7 PINE STREET THOMASTOWN 3074

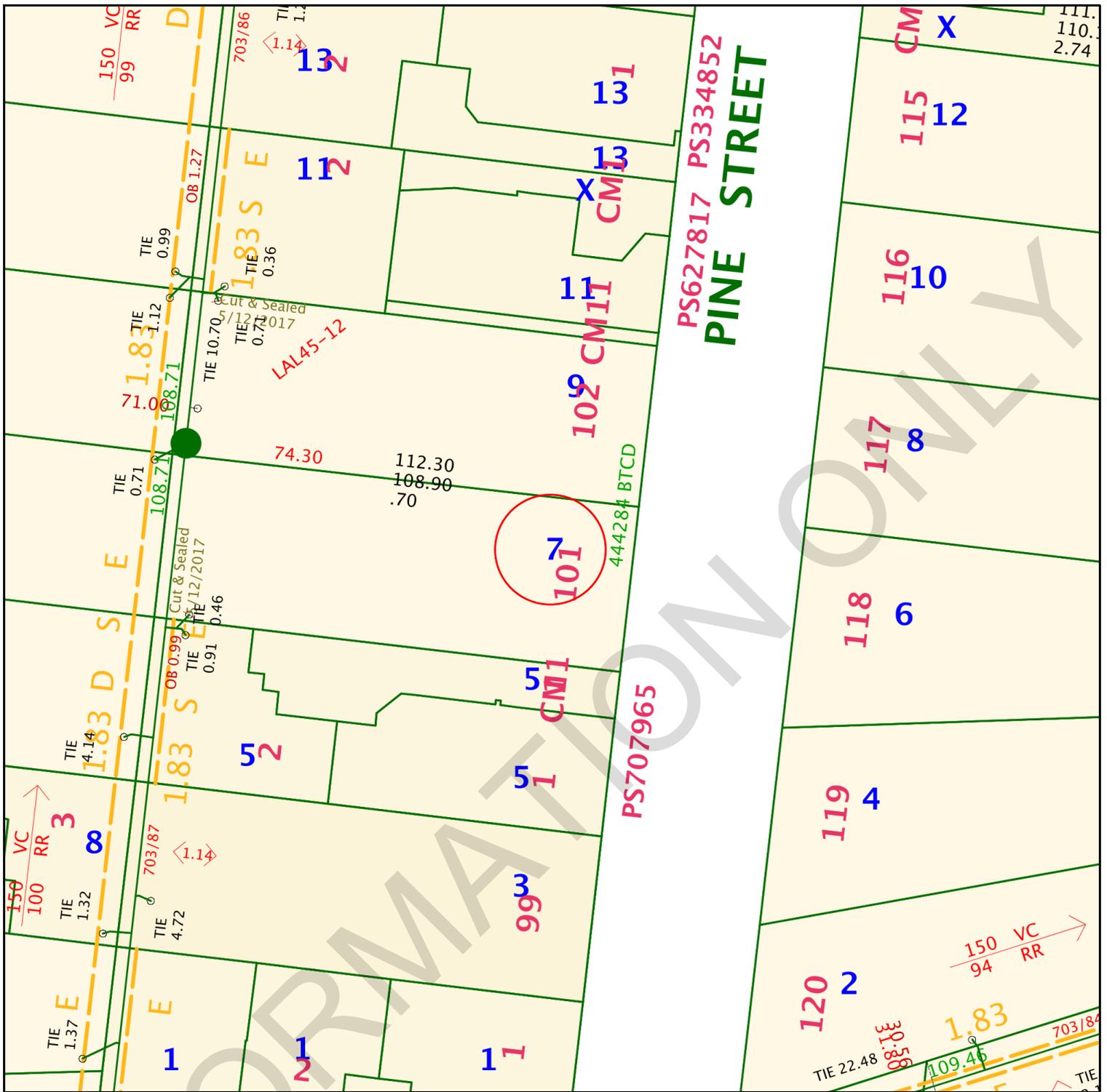
**Yarra Valley Water
Sewerage Depth Offset
Asset Map**

Date	29/01/2018
Scale	500



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title		Circular Access Point		Abbreviation Pipe Material VC VITREOUS CLAY PVC-NP UPVC - Non Pressure PVC-PW UPVC - Profile Wall CONC CONCRETE RC/UCON CC Re/Un-reinforced PP_SW POLYPROYLENE HDPE POLYETHYLENE CI CAST IRON	ASSET DETAILS Pipe Size: 150 Pipe Material: VC Average Depth (m): 4.51 Branch Length (m): 0.7 Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site. YVW Ref: 1225798
Proposed Title		Offset Distance			
Access Point Number		Square Manhole			
Sewer Pipe Flow		End of Pipe			
Existing Sewer		Maintenance Shaft			
Change of Grade		Inspection Shaft			
		Pump Station			
		Ventilation			



Yarra Valley Water Address 7 PINE STREET THOMASTOWN 3074

Build Over Plan Reference: Plan F

Driveways and paving

Date	29/01/2018
Scale	1:500

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.



ABN 93 066 902 501

Yarra Valley Water Application ID: 311144

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

Property Clearance Certificate

Land Tax



AB MORISON CONVEYANCING

Your Reference:	IP:71996
Certificate No:	90412786
Issue Date:	07 MAY 2025
Enquiries:	ESYSPROD

Land Address: UNIT 5, 7 PINE STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46056596	3	819210	12067	134	\$0.00

Vendor: JESSE OCONNOR & ALEXANDRA MCLAREN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MISS ALEXANDRA CAITLYN MOSTYN M	2025	\$100,000	\$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
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$480,000
SITE VALUE (SV):	\$100,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 90412786

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$100,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,800.00

Taxable Value = \$480,000

Calculated as \$480,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 90412786

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: 90412786

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



AB MORISON CONVEYANCING

Your Reference: IP:71996
Certificate No: 90412786
Issue Date: 07 MAY 2025
Enquires: ESYSPROD

Land Address: UNIT 5, 7 PINE STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46056596	3	819210	12067	134	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$480,000

SITE VALUE: \$100,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90412786

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



AB MORISON CONVEYANCING

Your Reference:	IP:71996
Certificate No:	90412786
Issue Date:	07 MAY 2025

Land Address: UNIT 5, 7 PINE STREET THOMASTOWN VIC 3074

Lot	Plan	Volume	Folio
3	819210	12067	134

Vendor: JESSE OCONNOR & ALEXANDRA MCLAREN

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 90412786

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Biller Code: 416073
Ref: 90412784

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: 90412784

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.

OWNERS CORPORATION CERTIFICATE
s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations
Regulations 2018

Owners Corporation Number OCPS 819210Y
Address 7-9 Pine Street, Thomastown VIC 3074

This certificate is used for **Lot 3 on Plan of Subdivision No 819210Y**

Postal Address is 5 / 7-9 Pine Street, Thomastown VIC 3074

Applicant for the certificate is	InfoTrack on behalf of AB Morison
Address for delivery of certificate	ownerscorp@infotrack.com.au
Date that the application was received	08-05-2025

IMPORTANT:

The information in this certificate is issued on 08-05-2025

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

(a) The current annual fees for the lot were \$1,845.29 and are for the period 01/04/2024 to 31/03/2025 and are payable in annual instalments, as follows:

ANNUAL

01/04/2024 - 31/03/2025 \$1,845.29 – PAID

PLEASE NOTE - The AGM for this Owners Corporation is scheduled in for the 21/05/2025 and therefore the fees listed for the period 01/04/2025 to 31/03/2026 may change. It is therefore strongly suggested that enquiries are made with this office prior to settlement occurring.

(b) The date up to which the fees for the lot have been paid is - Not Applicable

(c) The total of any unpaid fees or charges for this lot is:

Administrative Fund	Amount	Maintenance Fund	Amount
Admin Amount Owing	\$ 0.00	Admin Amount Owing	\$ 0.00
Interest Due	\$ 0.00	Interest Due	\$ 0.00
Total Amount Due & Payable	\$ 0.00	Total Amount Due & Payable	\$ 0.00

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

No special levies due and payable at the time this certificate was prepared, however we strongly suggest you ring our office for an update of any outstanding levies prior to settlement.

Please ring our office for an update of any outstanding fees prior to settlement

The bank account details to facilitate electronic payments to the Owners Corporation at settlement are as follows:

BSB: 033-297
Account Number: 392578
Lot Reference: 3

*** It is important to ensure that the above lot reference is used in the reference of your transaction to ensure that your payment can be correctly identified**

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

If so, then provide details: NIL

(f) The Owners Corporation has the following insurance cover:

Policy Number: HU0006102254	Type: Strata - Residential	Broker: Honan Insurance Group Pty Ltd
Insurer: CHU Underwriting Agencies P/L	Premium: \$6,105.17	Paid On Date: 12/02/2025
Policy Start Date: 04/03/2025	Next Due Date: 04/03/2026	

Cover	Sum Insured	Excess
Building	\$3,203,109	\$2,000
Catastrophe Insurance	Not Insured	
Common Area Contents	\$32,031	
Fidelity Guarantee	\$250,000	
Legal Expenses	\$50,000	\$1,000
Loss of Rent	\$480,466	
Lot Owners Fixtures & Improvements	\$250,000	
Machinery Breakdown	Not Insured	
Office Bearers Liability	\$1,000,000	
Public Liability	\$20,000,000	
Voluntary Workers	\$200,000/\$2,000 per week	
Government Audit Costs	\$25,000	
Appeal Expenses – common property health & safety breaches	\$100,000	
Flood Cover	Insured	
Fire	Insured	\$5,000

The type of Policy is: **Full Replacement Residential**

The Buildings covered by the Policy are situated at:

7-9 Pine Street, Thomastown VIC 3074

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:

NO

(h) The total funds held by the owners corporation are:

Admin Fund	\$ 8,433.29
Maintenance	\$ 0.00
Unallocated to levies, lots in prepaid	\$ 0.00
Total	\$ 8,433.29

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: None, to the best of my knowledge

(j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details: None, to the best of my knowledge

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details:

A contract of appointment to provide Owners Corporation Management Services is currently held with Love & Co Strata

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 08-05-2025

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

If so, then provide details: None, to the best of my knowledge

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

2A Byfield Street,
Reservoir VIC 3073
Tel: (03) 9474 4500
Email: admin@loveoc.com.au
Love Owners Corporation T/A Love & Co Strata Management
ABN: 92 926 519 462

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

No administrator is appointed.

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

A copy of the minutes of the last annual general meeting of the owners corporation

A copy of Schedule 2 - of the Owners Corporations Regulations 2018 entitled "Models Rules for an Owners Corporation"

A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

An applicable fee to provide this service will apply.

IMPORTANT PLEASE NOTE:

- The information contained in this certificate is deemed accurate and correct based on the available data at the time of preparation and issuance. This information is valid for the date of issue only.
- The information provided is subject to change without notice.
- It is strongly recommended that an updated certificate be obtained prior to the settlement of the property by both parties representing the vendor and purchaser. Failure to obtain an update for the settlement date may result in an incorrect amount being transferred. Management accepts no responsibility if an updated certificate is not requested for the settlement date.
- If the ordering party requests an update, it will be provided at no charge if the request is made within 30 days of the certificate issue date. After the 30-day grace period, a new application for a certificate must be submitted.
- Only information provided by the signatory on this certificate will be acknowledged as correct.
- Purchasers are strongly advised to obtain an independent building report and conduct a search for any building notices. Management takes no responsibility for purchasers failing to undertake their own due diligence.
- A Notice of Acquisition must be provided to this office within 7 days of settlement. Failure to submit a Notice of Acquisition will result in the new lot owner being charged additional fees for investigations and title searches.

The owners corporation register can be inspected for additional information. A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date: 08-05-2025

This owners corporation certificate was prepared by:



Jason Barrientos

2A Byfield Street,
Reservoir VIC 3073
Tel: (03) 9474 4500
Email: admin@loveoc.com.au
Love Owners Corporation T/A Love & Co Strata Management
ABN: 92 926 519 462

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.

Rules for 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 subcommittee 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—

1. to be parked or left in parking spaces situated on common property and allocated for other Lots; or
2. on the common property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
3. 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.
6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
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*.

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.

Annual General Meeting Minutes

For Strata OCPS 819210Y

7-9 Pine Street, Thomastown, VIC, 3074

Held AT Time: 04:00 PM, on 21 May 2024

At, Venue: 2A Byfield Street, Reservoir, VIC, 3073

& Via Zoom Online Video Conference with Link <https://zoom.us/j/3394744501>

CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

Lots Owners in Attendance

Lot 1	Ms Antonia Lunn	Owner present
Lot 6	Mr Adriano Marco Mazzarella	Owner present

Additional Attendees

Proxies

Apologies

Chairperson of Meeting

Jason Barrientos

Determination of Quorum

Upon presentation of all proxies and noting all attendances, it was confirmed that as there was less than 50% of occupiable lots represented, a quorum was not achieved and therefore, in accordance with Section 78 of the Owners Corporation Act 2006, all resolutions are interim resolutions for 29 days. Interim resolutions become resolutions of the Owners Corporation 29 days from the date of interim resolution, should not more than 25% of lots petition against the interim resolution.

1. MINUTES OF PREVIOUS MEETING

ORDINARY RESOLUTION

The Owners Corporation members resolve that the minutes of the previous Annual General Meeting, dated 9th of May 2023 be confirmed as a true and correct record of the proceedings of that meeting

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion CARRIED.



2. MANAGEMENT CONTRACT

The Owners Corporation Members note that the Owners Corporation is currently in a **3** years agreement with **Love & Co Strata Management**, that expires on 11th of May 2025.

3. MANAGER'S REPORT

ORDINARY RESOLUTION

That the Owners Corporation Members resolve to acknowledge and accept the manager's report as prepared and presented by the Manager.

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion CARRIED.

4. COMMITTEE REPORT

ORDINARY RESOLUTION

It was resolved by Members present that **no report** was received from the Chairperson of the Committee.

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion CARRIED.

5. ELECTION OF COMMITTEE / CHAIRPERSON

ORDINARY RESOLUTION

Under Part 5 of the Owners Corporation Act 2006:

- An Owners Corporation with 10 or more lots, must elect a Committee at each Annual General Meeting.
- An Owners Corporation with less than 10 lots, may elect a committee, however a chairperson must be elected.

A Committee of an Owners Corporation must consist of a minimum of 3 members and a maximum of 7 members, unless resolved by the Owners Corporation to increase the committee members to a maximum of 12.

Option (A)

The Owners Corporation Members resolve **not to elect** a Committee of the Owners Corporation, and to appoint **only** a Chairperson to serve on behalf of all members.

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion CARRIED.



6. COMMITTEE & CHAIRPERSON ELECTION

In accordance with Section 100 of the Owners Corporation Act 2006, The Owners Corporation Members resolve that the following be appointed as Chairperson and members of the committee.

It was further resolved that the elected committee and chairperson of the Owners Corporation will also serve as the Grievance Committee for the Owners Corporation.

Love & Co Strata Management will act as the Secretary of the Owners Corporation and will receive instructions from the Chairperson for any matters pertaining to the Owners Corporation.

ELECTION OF A CHAIRPERSON - - Plan No. OCPS 819210Y

Mr Adriano Marco Mazzarella from lot 6 has been elected as the chairperson for the Owners Corporation.

Name	Details	Votes	Outcome
Mr Adriano Marco Mazzarella (Lot 6)		2	Elected, reason: Elected Unopposed

7. DELEGATION OF DUTIES

ORDINARY RESOLUTION

On the appointment of the Owners Corporation Manager and the election of the Committee or Chairperson of the Owners Corporation, the Owners Corporation members resolve to delegate all powers and functions of the Owners Corporation to the Manager and Committee / Chairperson of the Owners Corporation, except for:

1. The power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting.
2. The power to remove a committee or officer of the Owners Corporation.
3. The power to set the annual fees or levies (except in terms of the Act).

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion CARRIED.



8. OCCUPATIONAL HEALTH & SAFETY

The Owners Corporation Members resolve to continue to meet their statutory obligations as outlined within the Occupational Health and Safety Act 2004 (Vic), by continuing to audit and identify hazards affecting common property, and to undertake necessary measures, so far as is reasonably practicable, to mitigate the associated risks.

It is recommended that the Owners Corporation ensures that either a professional OH&S Report is completed every 3 years and/or that the Chairperson/Committee complete a property risk profile report identifying any breaches or risks at the property.

9. OCCUPATIONAL HEALTH & SAFETY REPORT - NOT COMPLETED

ORDINARY RESOLUTION

There is no professional Occupational Health and Safety (OH&S) Audit has been completed by the Owners Corporation at the time of this meeting.

(Option A) - Obtain a professional report

It was resolved by members present to arrange a professional OH&S Audit. It was further resolve to delegate the Committee or Chairperson the authority to prioritise with the Manager items identified requiring remedial action and to raise special levies to meet the costs where necessary.

Please note that if any risk be identified, the risk should be reported to Love & Co Strata Management immediately so the risk can be addressed.

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion CARRIED.



10. ANNUAL ESSENTIAL SAFETY MEASURES REPORT IS NOT REQUIRED

An Owners Corporation has a statutory responsibility to maintain all Essential Safety Measures (ESMs) within the building, including, the maintenance of exits and paths of travel, so to ensure the safety of all occupiers in the complex. All buildings (apart from a Class 1A Residential development), must conduct regular inspections and service of the building's Essential Safety Measures, such as fire detection and alarm systems and fire extinguishers.

As per the National Construction Code (NCC), this Owners Corporation is a Class 1A residential building and does not require regular inspections of the buildings' ESMs and therefore is **not** required to meet these obligations. However members are advised of the following;

It is the responsibility of lot owners and or their appointed representative to ensure:

- That, all Essential Services contained within each private lot (including, smoke alarms, fire blankets, egress paths of travel, air conditioning units, etc.) are maintained.
- That, no penetrations have occurred in fire walls, doors, or the common areas.
- That, stairwells, hallways and any pathways are kept clear of obstructions and trip hazards, at all times.

Lot owners are also responsible to report any issues affecting common property and the Owners Corporation, to the office of Love & Co Strata Management immediately when identified, so to ensure building compliance.

11. ASBESTOS

In accordance with Section 226 of the Occupational Health and Safety Regulations 2007, an Owners Corporation is required to identify all asbestos containing materials on-site, via the completion of an audit of the Common Property and to record the findings in an asbestos register.

It is recommended that buildings constructed prior to 2004 complete an Asbestos Audit, which must also be updated every 5 years and upon any works being carried out on common property.

The date of this Strata Plan is **19th of February 2019**

The Owners Corporation Members note that as the building was constructed after 2004, an Asbestos Audit is not required.



12. INSURANCE

12.1. INSURANCE POLICY INFORMATION

In accordance with Section 59 of the Owners Corporation Act 2006, An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property. It is the responsibility of all Lot Owners to ensure that their property has sufficient insurance to provide protection for items that are not covered under the policy held by the Owners Corporation, including:

- Carpet
- Floating Flooring
- Window Furnishing
- Contents / Landlord Cover
- Public Liability (within apartment)

The details of the current policy held by the Owners Corporation have been provided below:

Policy Number	Underwriter	Current To	Risk Type	Coverage	Excess
HU0006102254	CHU Underwriting Agencies P/L	04 Mar 2025	Building Cover	\$3,065,176.00	\$2,000.00
			Catastrophe	Not Included	
			Contents	\$30,652.00	
			Fidelity guarantee	\$250,000.00	
			Legal Expenses	\$50,000.00	
			Loss of rent	\$459,776.00	
			Lot owners fixtures & improvements	\$250,000.00	
			Machinery breakdown	Not Included	
			Office bearers liability	\$1,000,000.00	
			Public liability	\$20,000,000.00	
TOTAL PREMIUM: \$6,905.41					

As disclosed within the Management Agreement, Love & Co Strata Management is paid a fee for placing the insurance cover for your property. The fee paid does not affect your premium and is paid to Love & Co Strata Management by the brokers with whom we are associated. The fee remunerates Love & Co Strata Management for processing claims on behalf of the Owners Corporation and enables the Manager to deal directly with your insurer.

Owners are to acknowledge that Love & Co Strata Management are authorised under their insurance authority to provide factual advice only and that members are to satisfy themselves that the products being proposed by the insurer/underwriter suit their needs.



12.2. INSURANCE EXCESS

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the payment of the excess imposed on claims made against the policy, will be the responsibility of the individual lot where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

It was further resolved that the Owners Corporation will only be responsible for the payment of the excess imposed on claims made against the policy where the damage or insurable event has been caused by an act or omission on or from the common property or a common property service.

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion CARRIED.

12.3. OFFICE BEARERS LIABILITY INSURANCE

Office Bearer's liability provides financial protection to the Office Bearers, Committee and Representatives of an Owners Corporation for claims made against them for wrongful acts e.g.: 'for doing something they ought not to have done' or conversely 'for not doing something they should have done.' Defence costs (e.g. Solicitors fees, other charges and expenses) are included within the limit of the sum insured.

It was noted that the current Office Bearer's Liability sum insured is insured at **\$1,000,000.00**

12.4. INSURANCE VALUATION

The Owners Corporation is required under Section 59(2) of the Owners Corporation Act 2006, to insure for the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new; and the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property. In accordance with Section 65 of the Owners Corporation Act 2006, an Owners Corporation must obtain a valuation every 5 years or earlier, for all buildings that it is liable to insure. It is the recommendation to have 3 years.

That the last insurance valuation for the Owners Corporation was completed **on 2nd February 2023**, and it was determined that the amount in which the building sum insured is to be set at for the next 3-years is as follows:

Year 1 02/02/2023 - \$2,933,182.00

Year 2 02/02/2024 - \$3,065,176.00

Year 3 02/02/2025 - \$3,203,109.00

The Owners Corporation **has completed** a Valuation report for insurance purposes.

The Owners Corporation Members noted not to obtain a valuation for insurance purposes, as it is not required.



12.5. RENEWAL INSTRUCTIONS

ORDINARY RESOLUTION

[OPTION B]

The Owners Corporation Members resolve that Love & Co Strata Management is to obtain quotations for the forthcoming period of insurance which are to be sent to the Committee / Chairperson for review and placement instructions.

It was further resolved that if no placement instructions are received from the Committee / Chairperson prior to policy expiry, Love & Co Strata Management will proceed with the placement of cover with the incumbent insurer to ensure no lapse in cover for the Owners Corporation.

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion CARRIED.

13. FINANCIAL STATEMENTS

13.1. CLOSING BALANCE

ORDINARY RESOLUTION

That the Financial Statements for the period **1st of April 2023 - 31st of March 2024**, as prepared and presented, be accepted with the closing balances, as follows:

The Administration Fund Closing Balance - \$6,155.65

The Maintenance Fund Closing Balance - \$0.00

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion CARRIED.

14. BUDGET



14.1. ADMINISTRATION FUND BUDGET

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **1st of April 2024 - 31st of March 2025**, be confirmed at **\$12,917.00**.

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion **CARRIED**.

14.2. MAINTENANCE / SINKING FUND BUDGET

ORDINARY RESOLUTION

The Owners Corporation members resolve **NOT** to establish a maintenance fund in the name of the Owners Corporation.

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion **CARRIED**.

14.3. LEVY FREQUENCY

ORDINARY RESOLUTION

Resolved that the levy statements be issued in line with the below table in accordance with lot liability.

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Liability Admin	Sinking Fund	Per Lot Liability Sinking
To be Issued	1/04/2024	31/03/2025		\$12,917.00	\$184.53	\$0.00	\$0.00
Total	1/04/2024	31/03/2025		\$12,917.00	\$184.53	\$0.00	\$0.00

The Owners Corporation Members resolve that the levy statements be issued **annually** in advance and in accordance with lot liability.

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion **CARRIED**.



15. DEBT RECOVERY AUTHORISATION

ORDINARY RESOLUTION

The Owners Corporation initiate debt recovery proceedings against a Lot if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the Owners Corporation account of the relevant Lot and further that the Owners Corporation Manager be authorised to take any action necessary to facilitate the recovery of the debt.

It was further resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.

The Owners Corporation Members resolve that the debt recovery procedure is confirmed as per the below table;

Stage	Days in arrears	Action Taken	Debt Recovery Fee
1	7	Owner Statement	No Fee
2	21	Reminder Notice	\$55
3	30	Final Fee Notice	\$55
4	60	Debt Collection Notice	Legal Costs Plus \$55

It was noted that the debt recovery procedure is in accordance with the Owners Corporation Act 2006, and all debt recovery fees are as per the Contact of Appointment.

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion CARRIED.

16. PENALTY INTEREST

ORDINARY RESOLUTION

That the Owners Corporation Members to charge interest on outstanding monies owed to the Owners Corporation by a Member 28 days after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983.

It was noted that all interested collected is to be credited to the Owners Corporation bank account.

It was further resolved to delegate the Manager authority to allow the remission of interest where it considers it appropriate to do so, without the need to consult the committee and report such remissions to the Annual General Meeting.

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion CARRIED.



17. DISPOSAL OF ABANDONED GOODS ON COMMON AREA

ORDINARY RESOLUTION

The Owners Corporation acknowledges that in accordance with Division 5A, *Owners Corporations Act 2006*, the Owners Corporation may now dispose of goods abandoned on common property.

Sections 60 to 65 and 73 to 76 of Australian Consumer Law and Fair-Trading Act 2021 apply to the disposal of abandoned goods by an Owners Corporation as if – (a) a reference to the uncollected goods were a reference to the abandoned goods; and (b) a reference to the receiver were a reference to the Owners Corporation; and (c) a reference to the provider were a reference to the person who abandoned the goods.

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion CARRIED.

18. ELECTRICAL SWITCHBOARD INSPECTION & THERMAL IMAGING REPORT

ORDINARY RESOLUTION

Whilst not mandatory, it is "best practice" for Owners Corporations to ensure that Common Property electrical switchboards are regularly inspected. It is recommended that an Electrical Switchboard Inspection & Thermal Imaging Report be undertaken on a regular basis (industry practice is for a report either every 1, 2 or no more than 3 years) and that the Owners Corporation addresses any faults identified in the report.

Resolved by Ordinary Resolution That the Owners Corporation delegate the Manager authority to arrange for an Electrical Switchboard Inspection & Thermal Imaging Report and to address any faults identified in the report.

For:	0	Against:	0	Abs:	2	Inv:	0
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Motion LOST.



19. UTILITY BROKERING

Your property doesn't have Common Utilities however we do offer our owners the ability to join our utility brokering on our friends & clients package where you may be able to receive discounts on your current electricity and gas bills by opting to join in and begin benefiting from our economies of scale. If this is of interest to you please request more information from your Strata Manager.

20. ATO REGISTRATION

ORDINARY RESOLUTION

The Owners Corporation resolved by Ordinary Resolution to appoint an employee of Love & Co Strata Management to be registered with the Australian Tax Office as the Public Officer for the Owners Corporation.

For:	2	Against:	0	Abs:	0	Inv:	0
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Motion CARRIED.

21. GENERAL BUSINESS

The General Business agenda item is a forum for discussion only and no resolution of the Owners Corporation will be facilitated within this item.

Where there is an elected Committee, all general business will be forwarded to the Chairperson / Committee for consideration and direction. In all other cases the information will be forwarded to the Chairperson of the Owners Corporation for a decision on behalf of the members.

There was no general business raised at the meeting, and members were advised that should any other matters arise subsequent to the meeting that Management will defer the matter for to the manager for their instructions.



22. NEXT ANNUAL GENERAL MEETING

The Owners Corporation Members resolve that the next Annual General Meeting will be held:

Date	May 2025
Time	04:00 PM
Venue	Stratavote / In Office

The date, time and/or location may be changed in the event of unforeseen circumstances. Management reserves the right to alter the meeting schedule without consultation of the Owners Corporation.

Note: additional fees will occur for meeting outside business hours.

23. MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **04:25 PM**.



From www.planning.vic.gov.au at 06 May 2025 04:39 PM

PROPERTY DETAILS

Address: **5/7 PINE STREET THOMASTOWN 3074**
Lot and Plan Number: **Lot 3 PS819210**
Standard Parcel Identifier (SPI): **3\PS819210**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1054402**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 9 A7**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

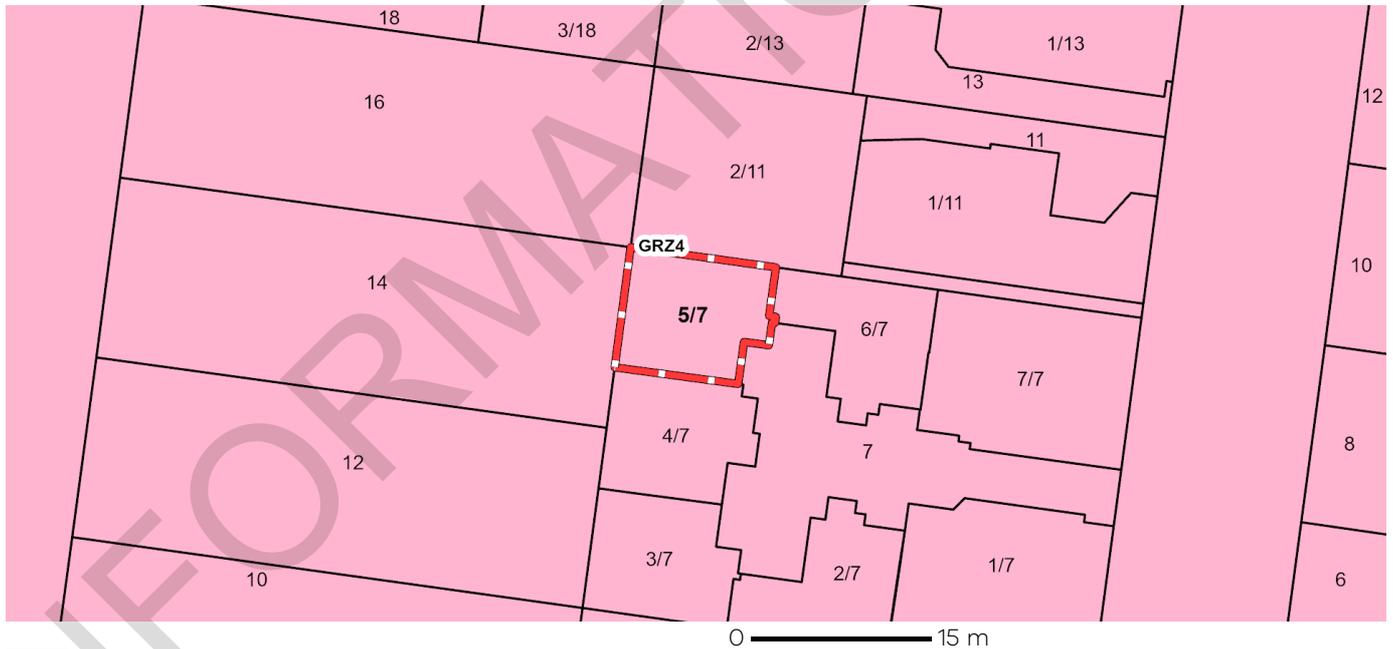
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)



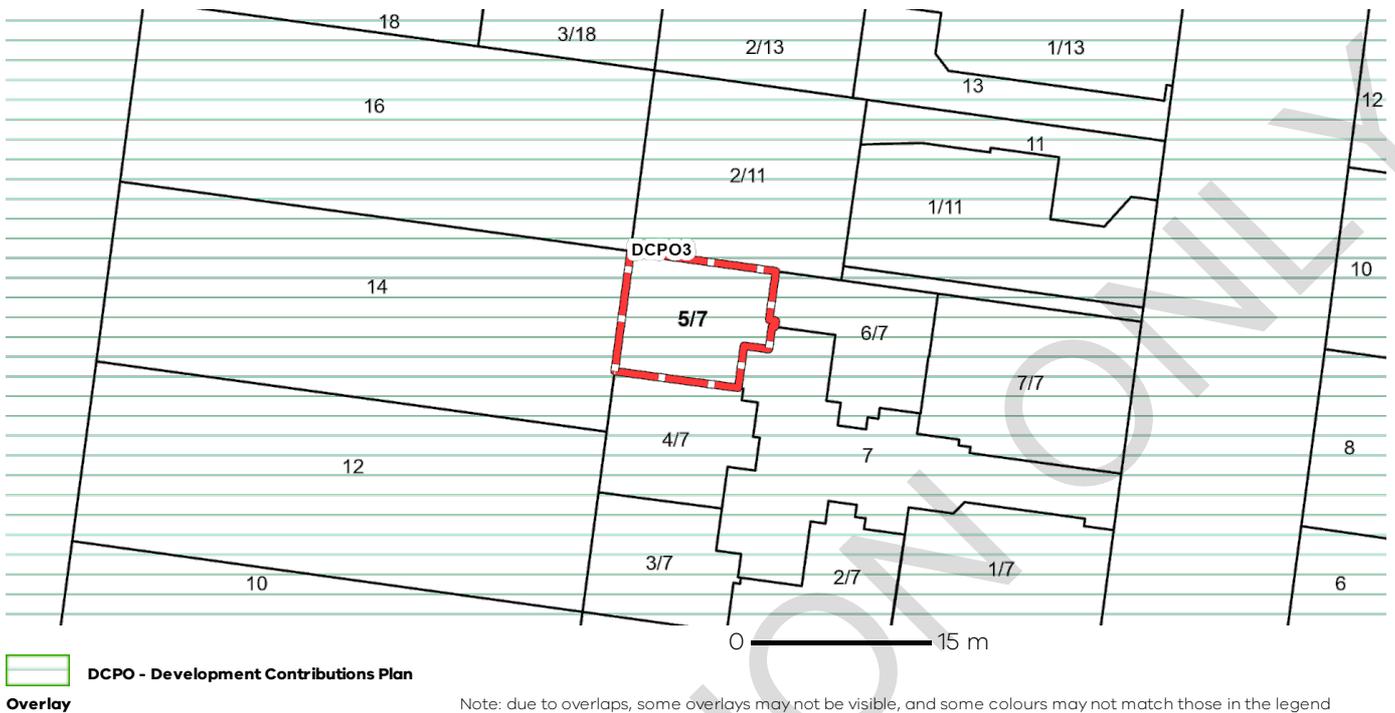
GRZ - General Residential

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

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



Further Planning Information

Planning scheme data last updated on 01 May 2025.

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

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

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

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

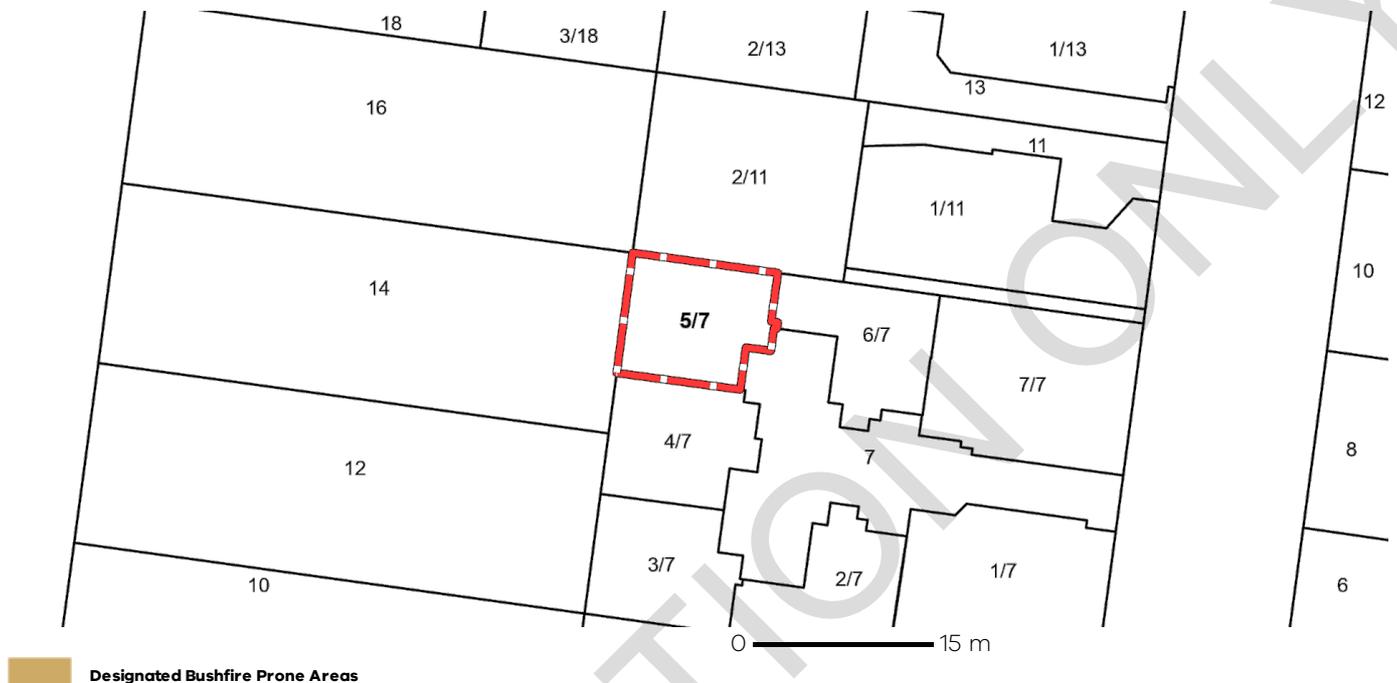
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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 \(https://www.consumer.vic.gov.au/duediligencechecklist\)](https://www.consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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