

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: Unit 6 12 Kirkland Court EPPING VIC 3076

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing:

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

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

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

Print name of person signing DALE AARON ROZARIO and TERRI MAREE ROZARIO

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 NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

HARCOURTS RATA & CO

Tel: 03 9401 1117 Fax: Ref: Email: sold@rataandco.com.au

VENDOR

DALE AARON ROZARIO and TERRI MAREE ROZARIO

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-23/29915 Email: settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

| Certificate of Title Reference | Being Lot | On plan |
|--------------------------------|-----------|------------|
| 11328/478 | 18 | PS 641235V |

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
Unit 6 12 Kirkland Court Epping Vic 3076

GOODS SOLD WITH THE LAND
(general condition 6.3(f))

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

PAYMENT

| | | | |
|---------|-----------|-----------------------|----------------|
| Price | \$ | | |
| Deposit | \$ | by | |
| Balance | <u>\$</u> | (of which \$ | has been paid) |
| | | payable at settlement | |

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

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

SETTLEMENT (general condition 17 & 26.2)

Is due on

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

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

LEASE (general condition 5.1)

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

Subject to lease

in which case refer to general condition 5.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
 - 1.1.1 Has made investigations and accepts the structures, improvements and land as to the current nature, quality, condition and state of repair.
 - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
 - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
 - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
 - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
 - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
 - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
 - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
 - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering into this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering into this Contract.

CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation or delay settlement or payment of the balance of the purchase price because of anything in connection with:
 - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
 - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
 - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
 - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 2.2 The nominee must pay the additional professional fees to Vendor's Conveyancers of \$220.00 for the nomination.

3. Extension request

The Purchaser shall pay to the Vendor's representative the sum of \$220.00 for each extension made to the finance and/or deposit payment due date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.

4. Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or request an extension or variation to the Due Date, the Purchaser must pay the Vendor's representative \$220.00 at the at the settlement for each request.

5. Adjustments

Statement of Adjustments and all relevant certificates must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$220.00 for the delay in receiving the Statement of Adjustments and all relevant certificates.

6. Default not remedy

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 6.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 6.2 Penalties, interest and charges incurred as a result of not being settle a purchase of another property; and
- 6.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

7. Amendments

General Condition 6.1 is deleted.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may 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.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

date for settlement.

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This

general condition 11.14 applies despite general condition 11.1.

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

12. 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.

13. GENERAL LAW LAND

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

14.2 If the land 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.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

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

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

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

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgment network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgment network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

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

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

settlement on the property.

- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.
2. The auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserve price.
4. As the Auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permit vendor bids.
7. During the auction, the Auctioneer will say "VENDOR BID", when making bids on the vendor's behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwth)

To:

Purchaser/recipient:

Property address:

Lot no.: Plan of subdivision:

[Cross out whichever is not applicable]

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

OR

The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwth) as follows in relation to the supply of the above property:

Withholding amount: \$ _____

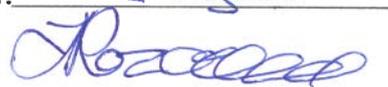
The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: Thursday, 5 December 2019

Vendor/supplier ABN: _____

From: Vendor/supplier:

Dated: 29/11/2023

Signed by or on behalf of the vendor/supplier:

Dale Rogan


SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor: DALE AARON ROZARIO and TERRI MAREE ROZARIO

Property: Unit 6 12 Kirkland Court EPPING VIC 3076

VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING

Shop

328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: settlement2@easylinkconveyancing.com.au

Ref: HN-23/29915

SECTION 32 STATEMENT
UNIT 6 12 KIRKLAND COURT EPPING VIC 3076

32A FINANCIAL MATTERS

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

- (a) Their total does not exceed: \$5,000.00 plus Owners Corporation fee(s)
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
 - Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

SECTION 32 STATEMENT
UNIT 6 12 KIRKLAND COURT EPPING VIC 3076

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: WHITTLESEA PLANNING SCHEME
Responsible Authority: WHITTLESEA CITY COUNCIL
Zoning: GRZ General Residential Zone
Planning Overlay/s: See attached reports

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
UNIT 6 12 KIRKLAND COURT EPPING VIC 3076

32H SERVICES

| Service | Status |
|--------------------|---------------|
| Electricity supply | Connected |
| Gas supply | Connected |
| Water supply | Connected |
| Sewerage | Connected |
| Telephone services | Connected |

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

32I TITLE

Attached are 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/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s 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 Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing 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) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (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.

SECTION 32 STATEMENT
UNIT 6 12 KIRKLAND COURT EPPING VIC 3076

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

DALE AARON ROZARIO and TERRI MAREE ROZARIO

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;
 Yes / No. If Yes, please specify:
2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);
 Yes / No. If Yes, please specify:
3. There has been a significant event at the property, including a flood, or a bushfire;
 Yes / No. If Yes, please specify:
4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes
 Yes / No. If Yes, please specify:
5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);
 Yes / No. If Yes, please specify:
6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;
 Yes / No. If Yes, please specify:
7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;
 Yes / No. If Yes, please specify:
8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
 - o use for the manufacture of substances such as methylamphetamine, or
 - o a defence or fire brigade training site involving the use of hazardous materials. Yes / No. If Yes, please specify:
9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.
 Yes / No. If Yes, please specify:
10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;
 Yes / No. If Yes, please specify:

Register Search Statement - Volume 11328 Folio 478

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

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

VOLUME 11328 FOLIO 478

Security no : 124110879675S
Produced 29/11/2023 04:48 PM

LAND DESCRIPTION

Lot 18 on Plan of Subdivision 641235V.

PARENT TITLES :

Volume 11225 Folio 731 Volume 11227 Folio 679

Created by instrument PS641235V 24/01/2012

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

DALE AARON ROZARIO

TERRI MAREE ROZARIO both of 1 ARMITAGE PLACE SOUTH MORANG VIC 3752

AJ510592C 23/02/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM502218X 27/01/2016

WESTPAC BANKING CORPORATION

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

AGREEMENT Section 173 Planning and Environment Act 1987

AH420916V 10/08/2010

AGREEMENT Section 173 Planning and Environment Act 1987

AJ005612R 14/06/2011

DIAGRAM LOCATION

SEE PS641235V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 6 12 KIRKLAND COURT EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 22/10/2016

OWNERS CORPORATIONS

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

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 29/11/2023, for Order Number 82106708. Your reference: HN-23/29915.

INFORMATION ONLY

AJ005612R

14/06/2011 \$105.20 173


Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

Form 18

Lodged by:

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

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

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

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

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

A copy of the Agreement is attached to this Application

Date:

27 July 2010

Signature for Responsible Authority:



Name of officer:

GEORGE SAISANAK

Position Held:

MANAGER STRATEGIC PLANNING & DESIGN

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Date 27 / 7 / 2010



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

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

Whittlesea City Council
and

Netline Enterprises Pty Ltd ACN 119 932 544

INFORMATION ONLY

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

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

E. Condition 6 of the Planning Permit provides that:

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

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

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

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

G. The parties enter into this Agreement:

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

Maddocks

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

The Parties Agree

AJ005612R



1. Definitions

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

Act means the Planning and Environment Act 1987.

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

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

Building has the same meaning as in the Act.

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

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

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

lot means a lot on the Endorsed Plan.

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

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

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

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

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

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

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

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

4. Further obligations of the Owner

4.1 Notice and Registration

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

4.2 Further actions

The Owner further covenants and agrees that:

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

4.3 Council's Costs to be Paid

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

5. Agreement under Section 173 of the Act

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

6. Owner's Warranties

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

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

7. Successors in Title

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

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

8. General matters

8.1 Notices

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

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

8.2 Service of Notice

A notice or other communication is deemed served:

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

8.3 No Waiver

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

8.4 Severability

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

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8.5 No Fettering of Council's Powers

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

9. Commencement of Agreement

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

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Signing Page

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

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

[Handwritten Signature]

Chief Executive Officer

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

[Handwritten Signature]

Sole Director and Sole Company Secretary

ANCE DELOVSKA

Full name

89 REDDING RISE

Usual address

EDDING 3076 VIC

Mortgagee's Consent

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

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

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

[Handwritten Signature]

Signature of Witness:

VATSAL TRIVEDI

Name of Witness

[Handwritten Signature]

Signature of Attorney

AH420916V

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FORM 18

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

Planning and Environment Act 1987

Lodged by: **AJM LAWYERS**

Name:

Phone: **9602 2235**

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

Ref: Customer Code: **12303W**

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

Land: Volume 09822 Folio 584

Authority: Whittlesea City Council

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

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer:

DAVID TURNBULL

Date: **6.8.2010**

INFORMATION ONLY

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Date 29 / 7 / 2010

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

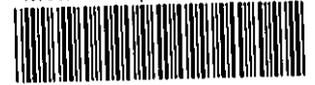
**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 83 Brush Road, Epping

Whittlesea City Council
and

Netline Enterprises Pty Ltd ACN 119 932 544

AH420916V

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Agreement under Section 173 of the Planning and Environment Act 1987

Dated / /

Parties

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

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

Background

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

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

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

E. Condition 6 of the Planning Permit provides that:

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

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

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

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

G. The parties enter into this Agreement:

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



Maddocks

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

The Parties Agree

AH420916V



1. Definitions

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

Act means the Planning and Environment Act 1987.

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

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

Building has the same meaning as in the Act.

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

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

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

lot means a lot on the Endorsed Plan.

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

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

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

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

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

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

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

AH420916V

10/08/2010 \$105.20 173



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

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

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

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

2. Interpretation

In this Agreement unless the context admits otherwise:

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

3. Specific obligations of the Owner

The Owner covenants and agrees that:

Contributions

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

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

AH420916V



4. Further obligations of the Owner

4.1 Notice and Registration

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

4.2 Further actions

The Owner further covenants and agrees that:

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

4.3 Council's Costs to be Paid

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

5. Agreement under Section 173 of the Act

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

6. Owner's Warranties

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



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

7. Successors in Title

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

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



8. General matters

8.1 Notices

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

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

8.2 Service of Notice

A notice or other communication is deemed served:

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

8.3 No Waiver

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

8.4 Severability

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



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8.5 No Fettering of Council's Powers

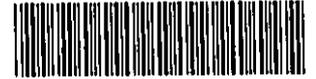
It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject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

9. Commencement of Agreement

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

AH420916V

10/08/2010 \$105.20 173



INFORMATION ONLY

AH420916V

10/08/2010 \$105.20 173



Signing Page

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

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

[Handwritten Signature]
.....

Chief Executive Officer

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

[Handwritten Signature]
.....

Sole Director and Sole Company Secretary

ANCE DELOVSKA
.....

Full name

89 REDDING RISE
.....

Usual address

EPDING 3076 VIC
.....

Mortgagee's Consent

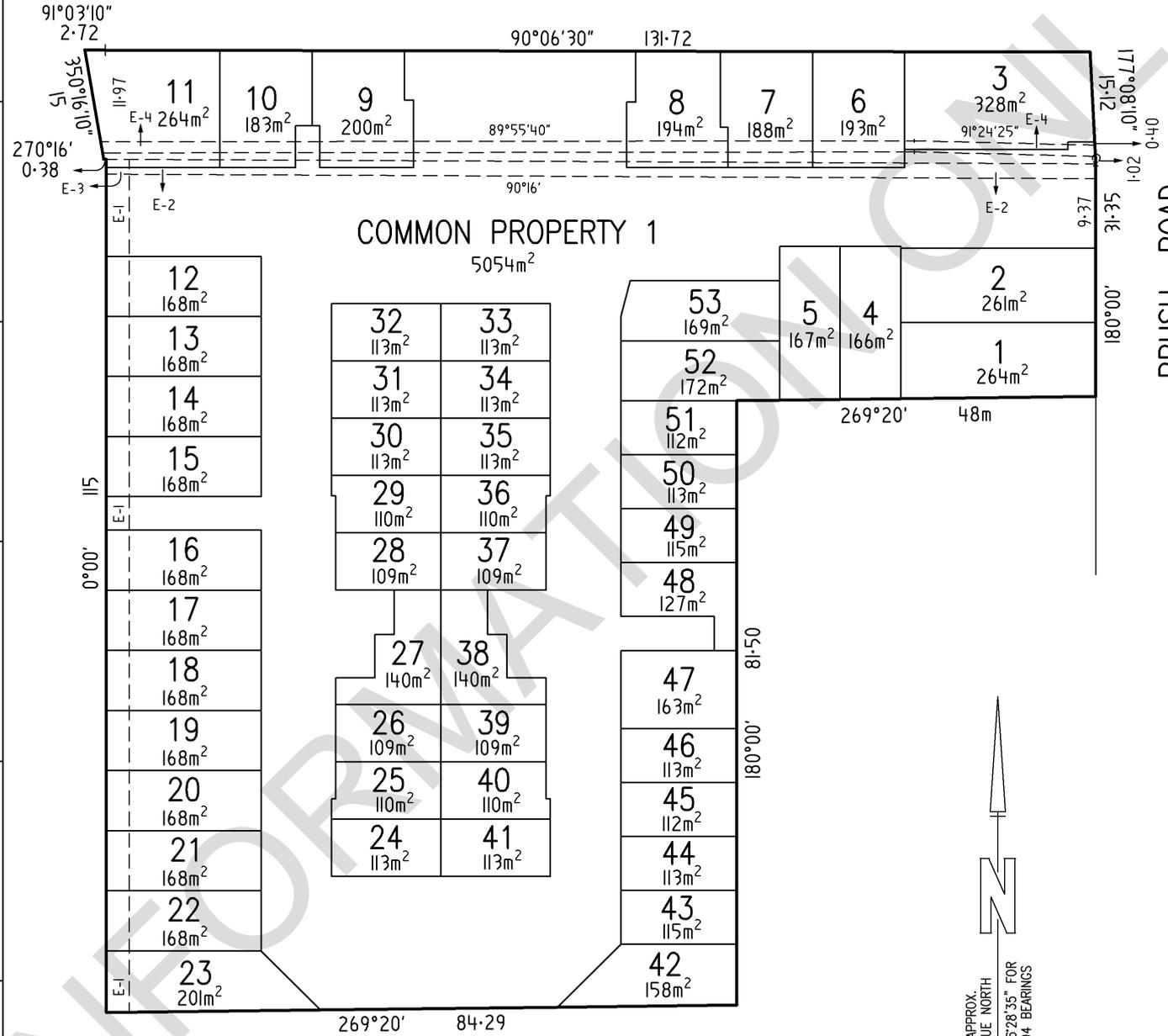
~~National Australia Bank Ltd as Mortgagee of an unregistered mortgage consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.~~

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

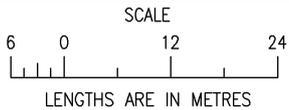
| | |
|--|---|
| <p>Executed on behalf of the National Australia Bank Limited by its Attorney <u>ANISTER SIMS WILKIE</u> who holds the position of Level 2 Attorney under Power of Attorney dated 1 March 2007 in the presence of:</p> <p><i>[Handwritten Signature]</i> Signature of Witness</p> <p><u>VATSAL TRUEDI</u> Name of Witness</p> | <p><i>[Handwritten Signature]</i> Signature of Attorney</p> |
|--|---|

PLAN OF SUBDIVISION

Plan Number
PS 641235V



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



Original Scale
1:600
Sheet Size
A3

LICENSED SURVEYOR (PRINT)

SIGNATURE

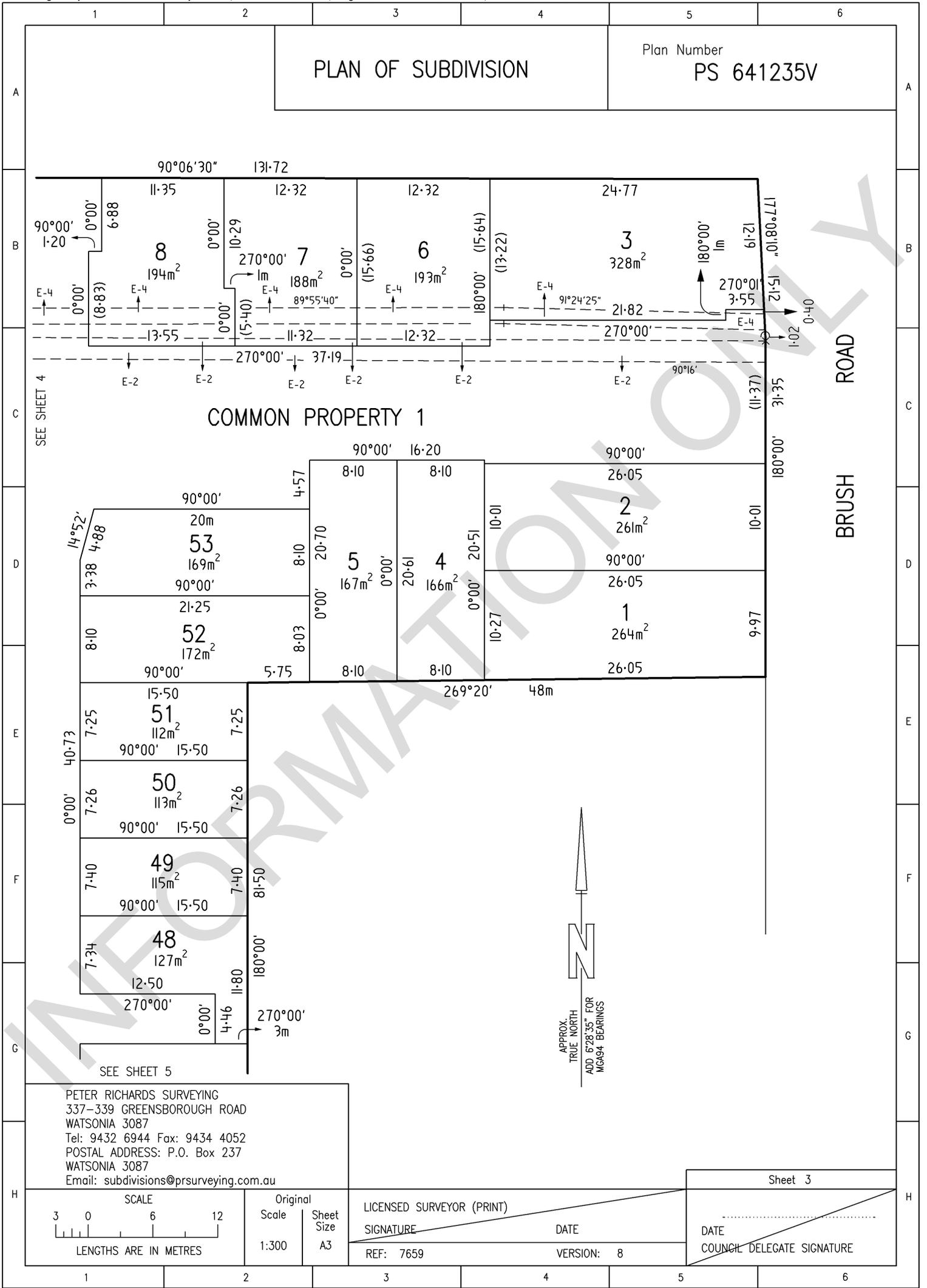
DATE

REF: 7659

VERSION: 8

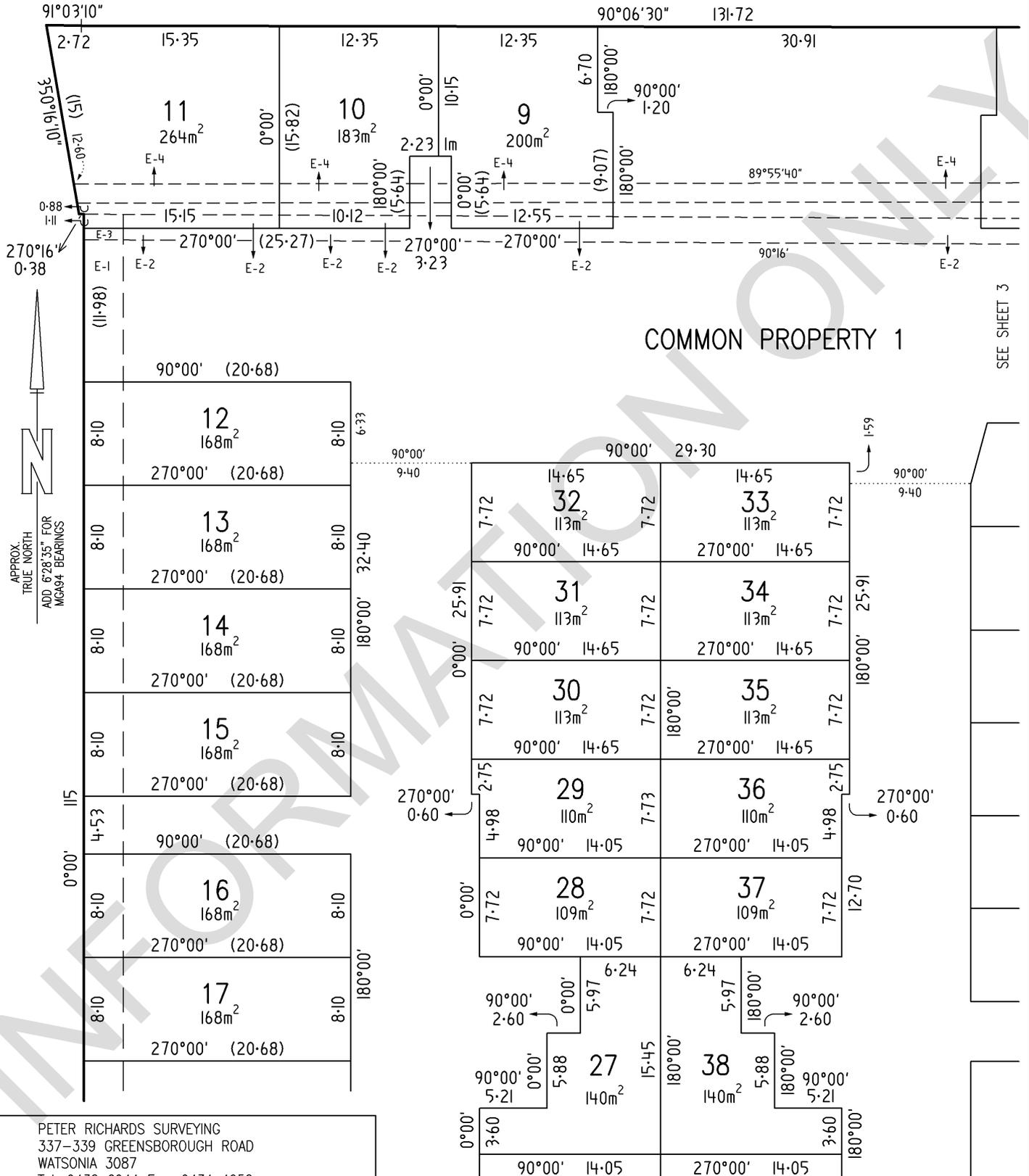
DATE
COUNCIL DELEGATE SIGNATURE

Sheet 2



PLAN OF SUBDIVISION

Plan Number
PS 641235V



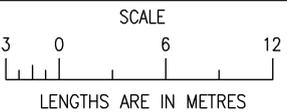
SEE SHEET 3

SEE SHEET 5

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

SEE SHEET 5

Sheet 4



Original Scale
1:300
Sheet Size
A3

LICENSED SURVEYOR (PRINT)

SIGNATURE

DATE

DATE

COUNCIL DELEGATE SIGNATURE

REF: 7659

VERSION: 8



**City of
Whittlesea**

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

SUBDIVISION (PROCEDURES) REGULATIONS 2000

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

Certification

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

Statement of Compliance

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

Public Open Space

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

Has been made and the requirement has been satisfied

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

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 29/11/2023 05:04:04 PM

OWNERS CORPORATION 1
PLAN NO. PS641235V

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

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 53.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

STRATA DATA 39/574 PLUMMER STREET PORT MELBOURNE VIC 3207

AM667655A 31/03/2016

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC013211P 24/01/2012

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/11/2023 05:04:04 PM

**OWNERS CORPORATION 1
PLAN NO. PS641235V**

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/11/2023 05:04:04 PM

**OWNERS CORPORATION 1
PLAN NO. PS641235V**

Entitlement and Liability:

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

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

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

Statement End.

From www.planning.vic.gov.au at 05 December 2023 03:24 PM

PROPERTY DETAILS

Address: **6/12 KIRKLAND COURT EPPING 3076**
 Lot and Plan Number: **Lot 18 PS641235**
 Standard Parcel Identifier (SPI): **18\PS641235**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **820654**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 182 C6**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

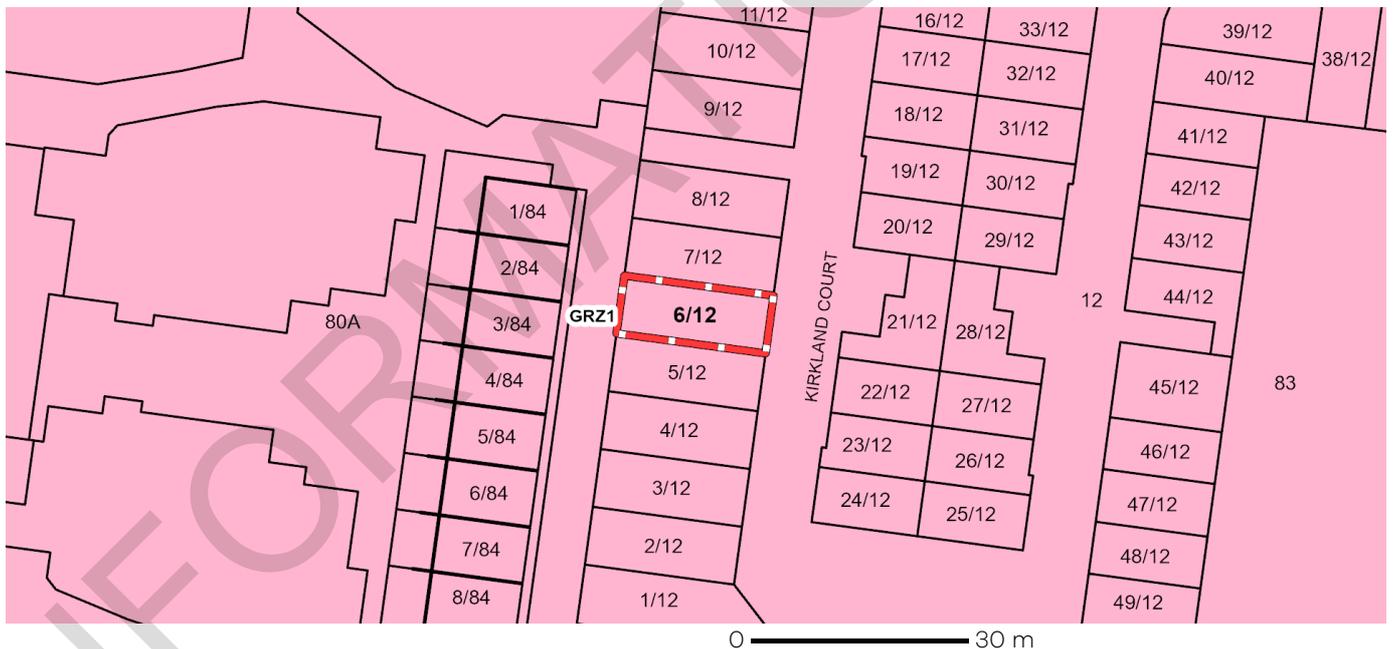
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



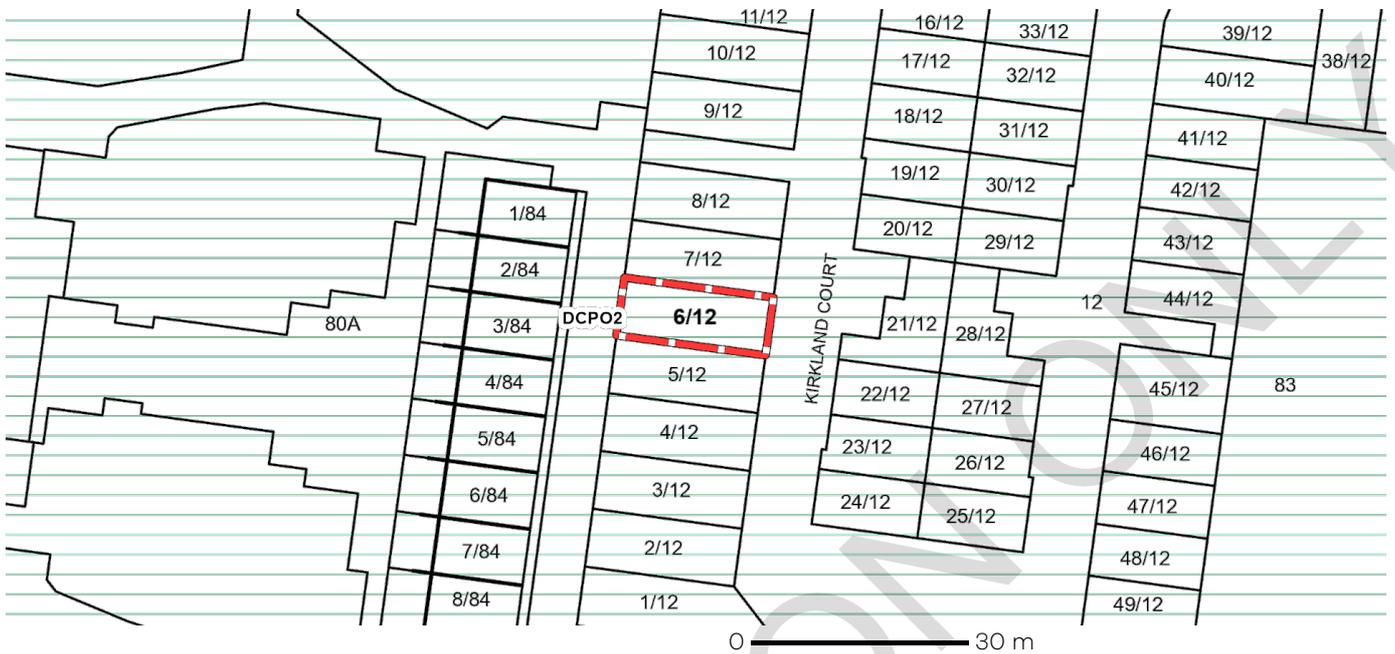
GRZ - General Residential

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

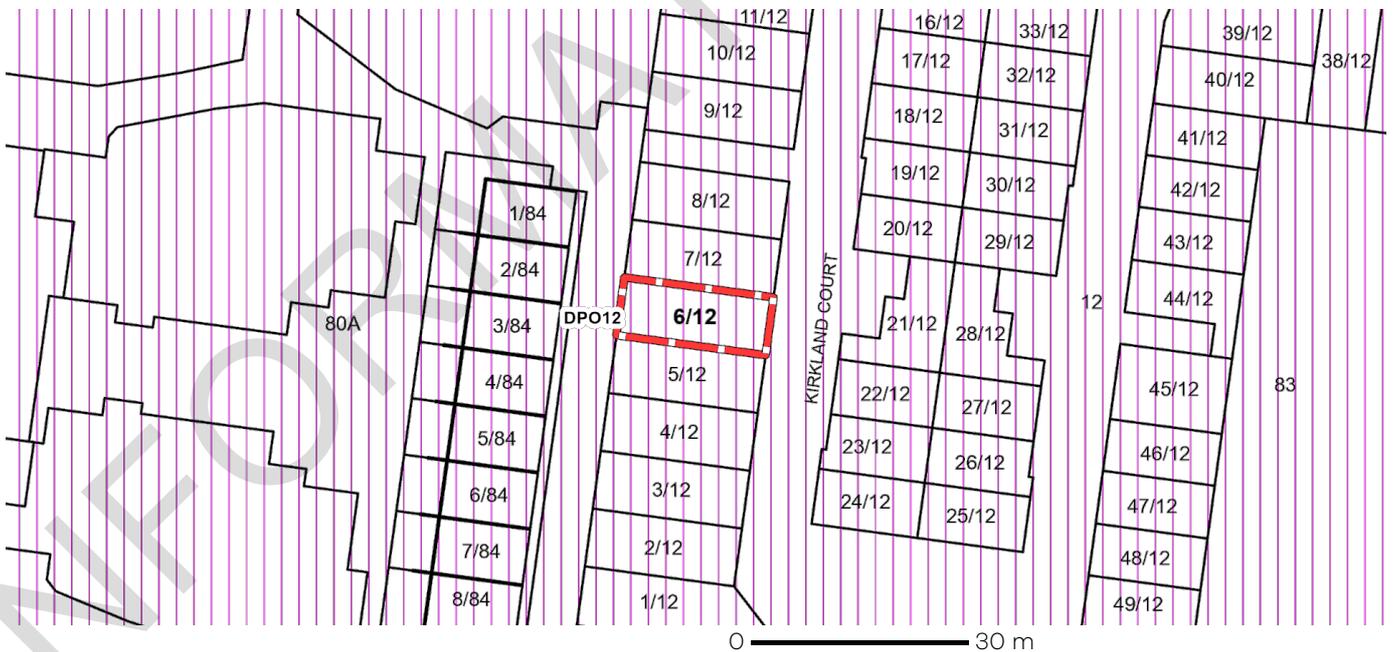


DCPO - Development Contributions Plan Overlay

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 12 (DPO12)



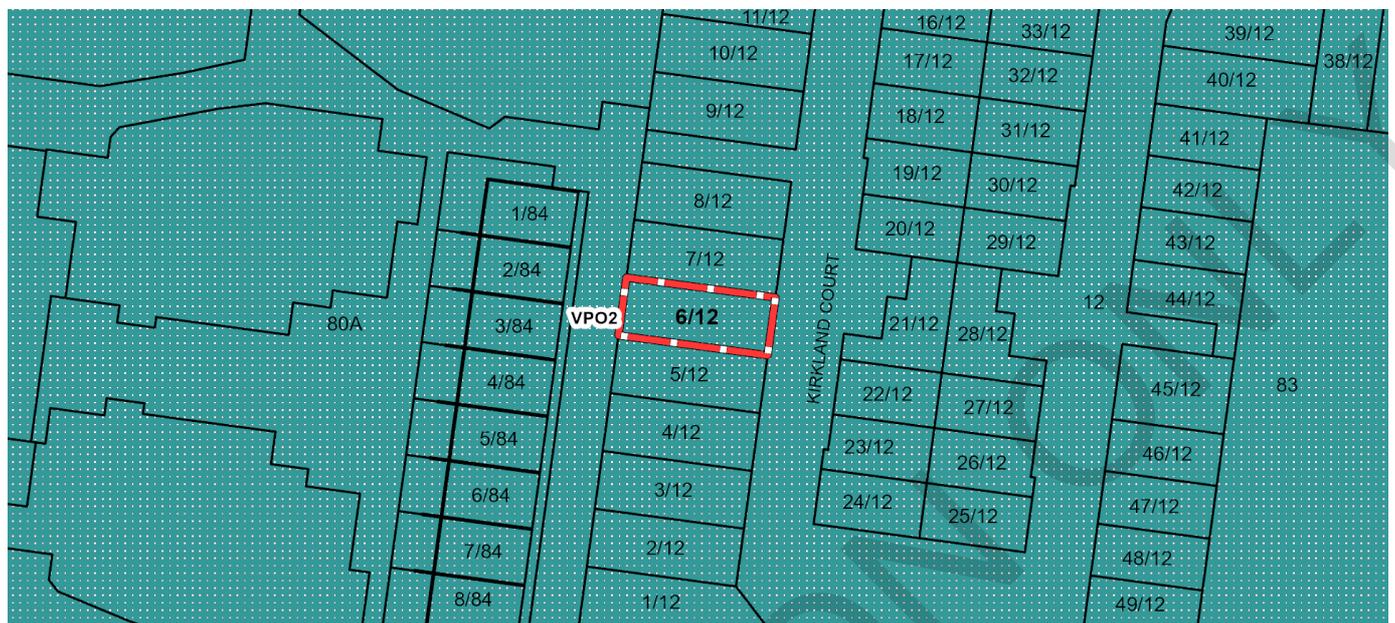
DPO - Development Plan Overlay

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

Planning Overlays

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

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



 VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 27 November 2023.

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>

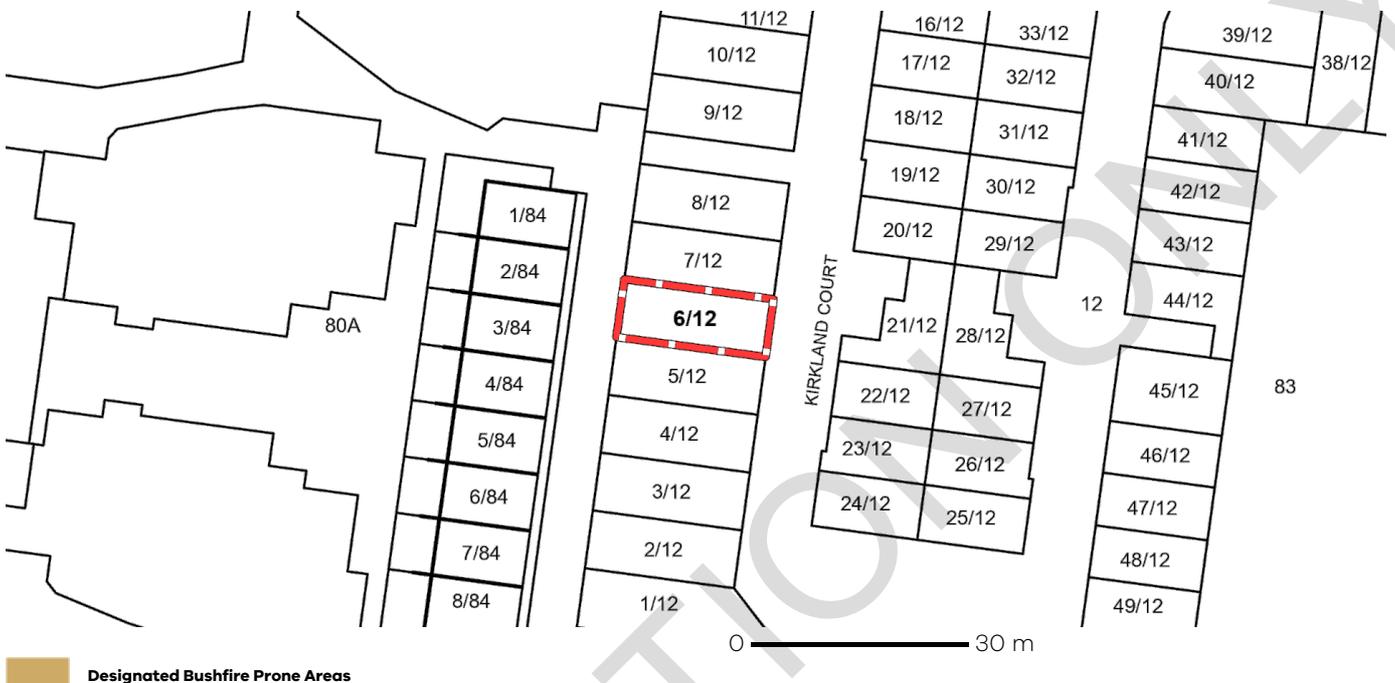
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](http://nativevegetation.environment.vic.gov.au) or please contact your relevant council.

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

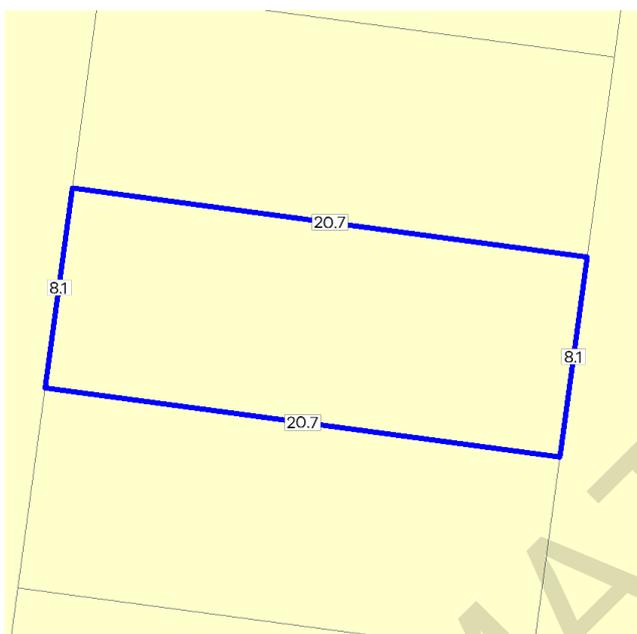
PROPERTY DETAILS

Address: **6/12 KIRKLAND COURT EPPING 3076**
Lot and Plan Number: **Lot 18 PS641235**
Standard Parcel Identifier (SPI): **18\PS641235**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **820654**
Directory Reference: **Melway 182 C6**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 167 sq. m

Perimeter: 58 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

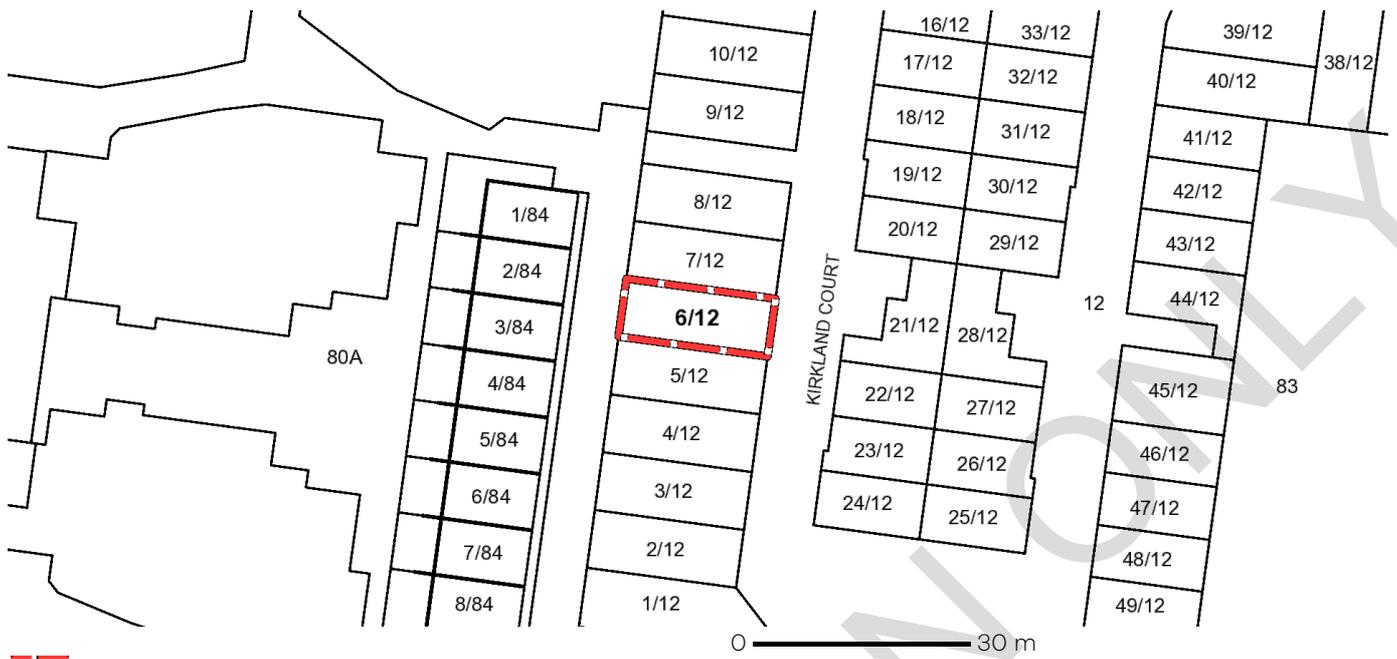
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

| | | | |
|------------------------------------|---------------------------------|----------------------------------|---|
| Date of issue 05/12/2023 | Assessment No. 820654 | Certificate No. 156461 | Your reference 82106995:121809605 |
|------------------------------------|---------------------------------|----------------------------------|---|

Dye & Durham Australia Pty Ltd
PO Box 447
SOUTH MELBOURNE VIC 3205

Land information certificate for the rating year ending 30 June 2024

Property location: 6/12 Kirkland Court EPPING 3076
Description: LOT: 18 PS: 641235V

| Level of values date | Valuation operative date | Capital Improved Value | Site Value | Net Annual Value |
|----------------------|--------------------------|------------------------|------------|------------------|
| 1 January 2023 | 1 July 2023 | \$400,000 | \$100,000 | \$20,000 |

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 2023 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 01/07/2023 | \$944.89 |
| Fire services charge (Res) levied on 01/07/2023 | \$125.00 |
| Fire services levy (Res) levied on 01/07/2023 | \$18.40 |
| Waste Landfill Levy General levied on 01/07/2023 | \$13.90 |
| Arrears to 30/06/2023 | \$0.00 |
| Interest to 11/07/2022 | \$0.00 |
| Other adjustments | \$0.00 |
| Less Concessions | \$0.00 |
| Sustainable land management rebate | \$0.00 |
| Payments | -\$277.19 |
| Balance of rates & charges due: | \$825.00 |

Property debts

Other debtor amounts

Special rates & charges

nil

| | |
|--|-----------------|
| Total rates, charges and other monies due | \$825.00 |
|--|-----------------|

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

 **131 450**

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 820654



Phone 1300 301 185
Ref 820654



Billers Code **5157**
Ref 820654

29th November 2023

EASY LINK CONVEYANCING via Dye & Durham Property P
DYEDURHAM

Dear EASY LINK CONVEYANCING via Dye & Durham Property P,

RE: Application for Water Information Statement

| | |
|------------------------------------|---|
| Property Address: | 6/12 KIRKLAND COURT EPPING 3076 |
| Applicant | EASY LINK CONVEYANCING via Dye & Durham Property P DYEDURHAM |
| Information Statement | 30812745 |
| Conveyancing Account Number | 2469580000 |
| Your Reference | HN-23/29915 |

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

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

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

| | |
|------------------|---------------------------------|
| Property Address | 6/12 KIRKLAND COURT EPPING 3076 |
|------------------|---------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Encumbrance

| | |
|------------------|---------------------------------|
| Property Address | 6/12 KIRKLAND COURT EPPING 3076 |
|------------------|---------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

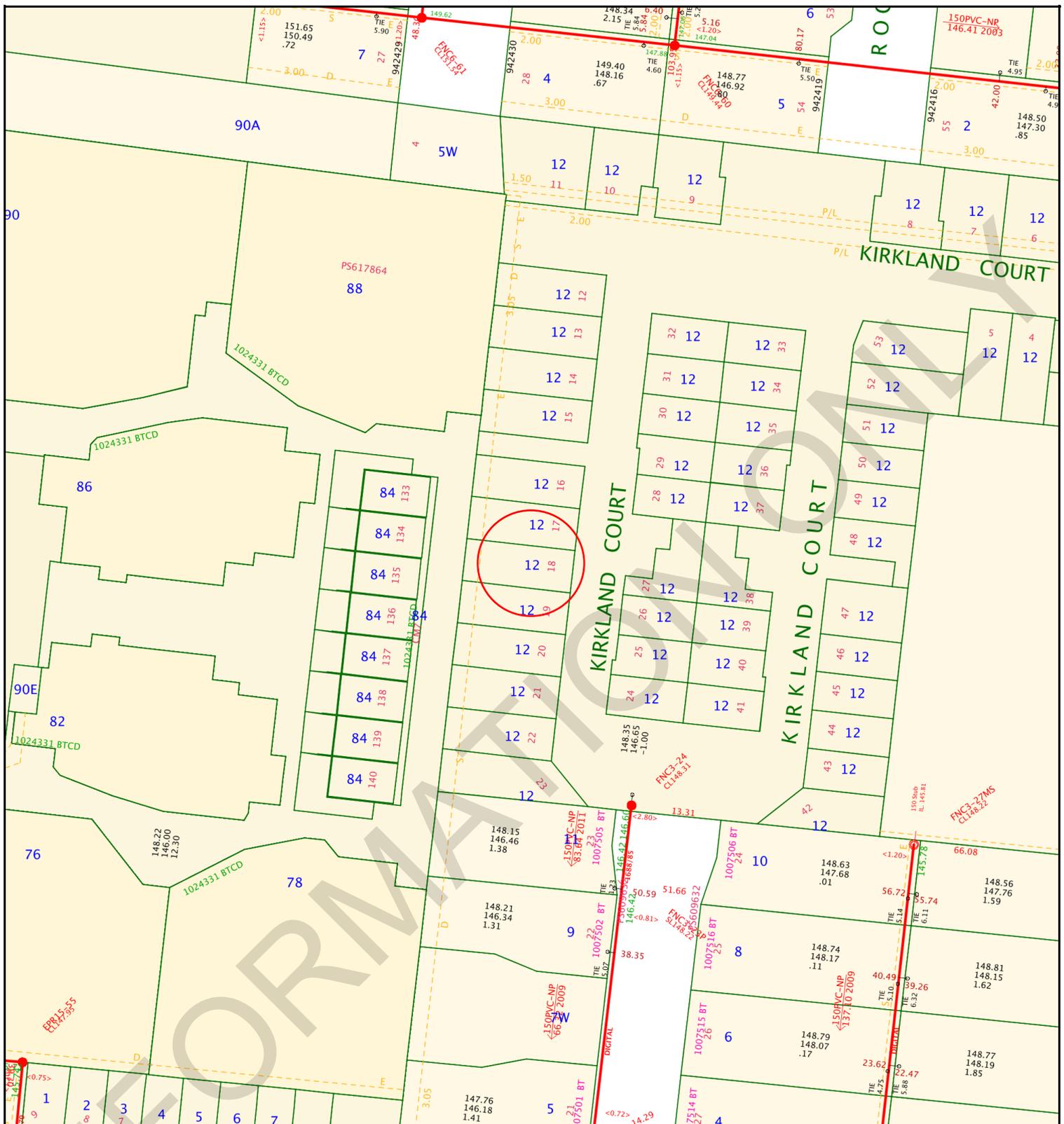
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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: 30812745**

| | |
|----------------|---------------------------------|
| Address | 6/12 KIRKLAND COURT EPPING 3076 |
| Date | 29/11/2023 |
| Scale | 1:1000 |



Yarra Valley Water
ABN 93 066 902 501

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

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

EASY LINK CONVEYANCING via Dye & Durham Property P
DYEDURHAM
property.certificates@dyledurham.com

RATES CERTIFICATE

Account No: 1937755111
Rate Certificate No: 30812745

Date of Issue: 29/11/2023
Your Ref: HN-23/29915

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|--|-------------|-----------------|---------------|
| UNIT 6/12 KIRKLAND CT, EPPING VIC 3076 | 18\PS641235 | 5027586 | Residential |

| Agreement Type | Period | Charges | Outstanding |
|--|-------------------------------------|----------|-------------|
| Residential Water Service Charge | 01-10-2023 to 31-12-2023 | \$20.26 | \$0.00 |
| Residential Sewer Service Charge | 01-10-2023 to 31-12-2023 | \$115.72 | \$0.00 |
| Parks Fee * | 01-10-2023 to 31-12-2023 | \$21.33 | \$0.00 |
| Drainage Fee | 01-10-2023 to 31-12-2023 | \$29.70 | \$0.00 |
| Usage Charges are currently billed to a tenant under the Residential Tenancy Act | | | |
| 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 |

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee will be 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 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 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 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 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 01/07/2023, Residential Recycled Water Usage is billed 188.71 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.

Property No: 5027586

Address: UNIT 6/12 KIRKLAND CT, EPPING VIC 3076

Water Information Statement Number: 30812745

HOW TO PAY



Biller Code: 314567
Ref: 19377551110

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



EASY LINK CONVEYANCING VIA DYE & DURHAM
PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

| | |
|-----------------|--------------------|
| Your Reference: | 82106995:121809606 |
| Certificate No: | 67834064 |
| Issue Date: | 30 NOV 2023 |
| Enquiries: | ESYSPROD |

Land Address: UNIT 6, 12 KIRKLAND COURT EPPING VIC 3076

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 39547439 | 18 | 641235 | 11328 | 478 | \$0.00 |

Vendor: DALE ROZARIO & TERRI ROZARIO

Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-------------------------|------|---------------|------------------|------------------|--------|
| MRS TERRI MARIE ROZARIO | 2023 | \$100,000 | \$0.00 | \$0.00 | \$0.00 |

Comments:

| Current Vacant Residential Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-------------------------------------|------|---------------|------------------|------------------|-------|
|-------------------------------------|------|---------------|------------------|------------------|-------|

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

| | |
|-------------------------|-----------|
| CAPITAL IMPROVED VALUE: | \$390,000 |
|-------------------------|-----------|

| | |
|-------------|-----------|
| SITE VALUE: | \$100,000 |
|-------------|-----------|

| | |
|--------------------------|--------|
| CURRENT LAND TAX CHARGE: | \$0.00 |
|--------------------------|--------|

Notes to Certificate - Land Tax

Certificate No: 67834064

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 cannot exceed the amount set out in the certificate, described as the "Current 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.

General information

6. 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.
7. 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 = \$0.00

Taxable Value = \$100,000

Calculated as \$0 plus (\$100,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Bill Code: 5249
Ref: 67834064

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: 67834064

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

Windfall Gains Tax



EASY LINK CONVEYANCING VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 82106995:121809606

Certificate No: 67834064

Issue Date: 30 NOV 2023

Land Address: UNIT 6, 12 KIRKLAND COURT EPPING VIC 3076

| Lot | Plan | Volume | Folio |
|-----|--------|--------|-------|
| 18 | 641235 | 11328 | 478 |

Vendor: DALE ROZARIO & TERRI ROZARIO

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 67834064

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 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.

General information

8. 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.
9. 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.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 67834069

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: 67834069

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.



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye Durham
550 Bourke Street
MELBOURNE 3000

Client Reference: 82106995 121809604

NO PROPOSALS. As at the 30th November 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 6 12 KIRKLAND COURT, EPPING 3076
CITY OF WHITTLESEA

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

Date of issue: 30th November 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 71082829 - 71082829112442 '82106995
121809604'

OWNERS CORPORATION CERTIFICATE

Owners Corporation Act 2006 and Owners Corporation Regulations 2018

Owners Corporation No. 641235V

Address: 12 KIRKLAND COURT - 89 Brush Road EPPING, VIC 3076

This certificate is issued for Lot 18 on Plan of Subdivision No. 641235V

The postal address of which is: 6/12 Kirkland Ct EPPING
The Applicant for the certificate is: Easy Link Settlement 2
The address for delivery of the certificate is: settlement2@easylinkconveyancing.com.au
The date that the application was received is: The 30th day of November 2023
The information in this certificate is issued on: The 5th day of December 2023

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

1. The present fees for the above Lot are:

| | | |
|--|----------|------------------------|
| Standard OC Levy Contribution 01/10/2023 – 31/12/2023 | \$574.47 | PAID |
| Standard OC Levy Contribution 01/01/2024 – 31/03/2024 | \$534.87 | Paid in advance |

***The account is showing in a credit of - \$1,201.75 as at the 05/12/2023 one of the reasons being a future levy being paid in advance. (Owner ledger attached) I have attached 2 ledgers one showing what the credit is as at the 05/12/2023 and one showing after the due date of the levy for the period 01/01/2024-31/03/2024.**

2. The fees are paid up until **31/03/2024**
3. There are the following unpaid fees or charges: **\$0.00**
4. The following special levies have been struck and are payable on the dates indicated below:
NIL
5. The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above in the quarterly fees and special fees are:
None scheduled as at this date
6. The owners corporation presently has the following insurance cover: Please see attached
7. The total funds held as at the date of this owners corporation certificate are set out in the attached balance sheet.
8. The owners corporation has no contingent liabilities not otherwise shown or budgeted for in Items 1, 4 and 5.
9. The owners corporation has not any lease, licence or special privilege affecting the common property except for the following: None to our knowledge

10. The owners corporation has not made any agreement to provide services to members and occupiers for a fee.
11. There are no notices or orders served on the owners corporation in the last twelve months that have not been satisfied.
12. The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except for the following:

NIL

13. No proposal has been made for the appointment of an administrator.
14. The owners corporation has resolved to appoint a manager. The manager is Civium Property Group of 7/574 Plummer Street Port Melbourne.
15. The documents that are attached to this owners corporation certificate are:
 - The minutes of the last Annual General Meeting
 - A copy of the consolidated rules registered at Land Victoria
 - A copy of the Balance sheet for the owners corporation
 - A copy of Form 2 of the *Owners Corporations Regulations 2007* entitled "*Statement of Advice and Information for Prospective Purchasers and Lot Owners*"
16. More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:

Civium Property Group of 7/574 Plummer Street Port Melbourne.

This owners corporation certificate was prepared by Rebekah Morton as delegate of the owners corporation.



Signature of delegate for Strata Plan No. 641235V

Per. Gabriele Sabellek
Owners Corporation Manager



MINUTES OF THE ANNUAL GENERAL MEETING 2023

OWNERS CORPORATION - PS641235V

**12 Kirkland Court
89 Brush Road
EPPING VIC 3076**

Held on :

Monday, 20 March 2023 06:00 PM

Held at :

**Join Zoom Meeting
<https://zoom.us/j/93670685694>**

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF OWNERS CORPORATION 12 Kirkland Court PS641235V

Held Monday, 20 March 2023 6:00 PM

Present JOHN CRUZ GERRARD (Lot 7),
KALLIOPI JONES (Lot 19),
Kira Rid (Lot 17),
ROBERT MIZZA (Lot 36)

Civium Rep(s) Towsif Mahim

Proxies KALLIOPI JONES representing Jacqueline Logiurato Lot 24

Chairperson Towsif Mahim

Reduced Quorum Meeting

| MOTION | Motion for consideration |
|--------|---|
| 1 | <p>Minutes</p> <p>The minutes of the Annual General Meeting held 22 June 2022 are confirmed to be as a true record of the meeting. A copy of the minutes is attached.</p> <p style="text-align: right;">Motion Open</p> |
| 2 | <p>Committee Report</p> <p>Pursuant to s.115 of the Owners Corporations Act the Committee must presented a verbal report</p> <p style="text-align: right;">Motion Open</p> |
| 3 | <p>Owners Corporation Manager's Report</p> <p>Pursuant to s.126 of the Owners Corporations Act the Manager submitted a report to the Annual General Meeting.</p> <p style="text-align: right;">Motion Open</p> |
| 4 | <p>Insurance Review (ORDINARY RESOLUTION)</p> <p>Details of cover from 17/07/2022 to 17/07/2023</p> <ul style="list-style-type: none"> • Insurance Company: CHU • Policy No.: HU0047236 • Renewal Date: 17/07/2023 • Building: \$13,680,000 • Common Contents: \$136,800 • Loss of Rent/Temporary Accommodation: \$2,052,000 |

| | |
|---|--|
| | <ul style="list-style-type: none"> • General Liability: \$30,000,000 • Machinery Breakdown: N/A • Office Bearers' Legal Liability: N/A <p>Members are required to satisfy themselves on an annual basis that levels of cover are adequate. Additionally, the Owners Corporation Act 2006 requires an Owners Corporation to obtain a valuation every 5 years or earlier if so decided. The latest was obtained on 19 September 2022.</p> <p>The level of insurance cover is considered to be adequate.</p> <p>Owners are advised that the Owners Corporation building policy does not cover privately owned contents such as carpets, light fittings, window furnishings, dishwashers etc. There is coverage on floating floors on the attached policy. The legal liability policy covers any negligence that the Owners Corporation may be held liable for, but not for which an Owner may be held liable. Excesses are applied by the insurer for each claim and are payable by the party who is responsible for the damage.</p> <p style="text-align: right;">Motion Carried</p> |
| 5 | <p>Financial Accounts (ORDINARY RESOLUTION)</p> <p>Adopted the Financial Accounts for the year ended 31/12/2022 as the financial record of the Owners Corporation.</p> <p style="text-align: right;">Motion Carried</p> |
| 6 | <p>Budget (ORDINARY RESOLUTION)</p> <p>The owners are required to adopt the budget-setting fees for the current financial year.</p> <p>1. That contributions be determined:</p> <p><i>i)</i> To the Administrative Fund for the sum of \$108,394.00</p> <p><i>ii)</i> To the/Maintenance Fund for the sum of \$5,000.00</p> <p><i>Owners Corporation will adopt the proposed Budget for the Administration Fund of \$108,394.00 and Maintenance Fund of \$5,000.00 as tabled.</i></p> <p>That the Administrative and Maintenance Fund contributions be paid in equal quarterly instalments with the instalment dates to be:</p> <p>1st instalment 01/01/2023 - 31/03/2023</p> <p>2nd instalment 01/04/2023 - 30/06/2023</p> <p>3rd instalment 01/07/2023 - 30/09/2023</p> <p>4th instalment 01/10/2023 - 31/12/2023</p> <p>That a budget adjustment levy be raised to adjust the fees previously issued in the first quarter which were due on 01/01/2023 and 01/04/2023 was based on the previously adopted budget so these levies are in line with the adopted budget. This levy due date is to be determined.</p> <p style="text-align: right;">Motion Carried</p> |
| 7 | <p>Penalty Interest (ORDINARY RESOLUTION)</p> <p>Pursuant to Section 29(1) of the <i>Owners Corporation Act 2006</i> charging of interest must be authorised by members at a general meeting. Members will be asked to consider the following:</p> |

| | | | | | | | | | | | |
|--------------------------------|---|--------------------------|---------------|--------------------------------|---------------|------------------------|---------------|--------------------|---------------|------------------------|--------------|
| | <p><i>The Owners Corporation authorises interest to be charged on fees in arrears greater than 30 days at the interest rate payable under the Penalty Interest Rate Act 1983 (currently 10%)</i></p> <p style="text-align: right;">Motion Carried</p> | | | | | | | | | | |
| 8 | <p>Arrears Recovery (ORDINARY RESOLUTION)</p> <p><i>The Owners Corporation will recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and VCAT and further that the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expense incurred by the owners corporation arising out of any default or breach by any lot owner or occupier of a lot, of any obligation under the Owners Corporation Act 2006 or the Owners Corporation Regulations 2018.</i></p> <p style="text-align: right;">Motion Carried</p> | | | | | | | | | | |
| 9 | <p>Committee Election (ORDINARY RESOLUTION)</p> <p>Pursuant to s.100(1) of the <i>Owners Corporations Act 2006</i>, an Owners Corporation with 10 or more members must elect a committee of between 3 and 7 members at each Annual Meeting to serve until the next Annual General Meeting, unless an Ordinary Resolution is passed allowing up to 12 members to serve.</p> <p>The members elected at the meeting to serve on the Committee are:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">1. Kalliopi Jones</td> <td>Lot 19</td> </tr> <tr> <td>2. Jacqueline Logiurato</td> <td>Lot 24</td> </tr> <tr> <td>3. Robert Mizza</td> <td>Lot 36</td> </tr> <tr> <td>4. Kira Rid</td> <td>Lot 17</td> </tr> <tr> <td>5. John Gerrard</td> <td>Lot 7</td> </tr> </table> <p style="text-align: right;">Motion Carried</p> | 1. Kalliopi Jones | Lot 19 | 2. Jacqueline Logiurato | Lot 24 | 3. Robert Mizza | Lot 36 | 4. Kira Rid | Lot 17 | 5. John Gerrard | Lot 7 |
| 1. Kalliopi Jones | Lot 19 | | | | | | | | | | |
| 2. Jacqueline Logiurato | Lot 24 | | | | | | | | | | |
| 3. Robert Mizza | Lot 36 | | | | | | | | | | |
| 4. Kira Rid | Lot 17 | | | | | | | | | | |
| 5. John Gerrard | Lot 7 | | | | | | | | | | |
| 10 | <p>Election of Chairperson (ORDINARY RESOLUTION)</p> <p>The committee members so appointed then further resolved that pursuant to Section 105 of the <i>Owners Corporation Act 2006</i>, (KALLIOPI JONES) be appointed to act as Chairperson of the Committee and, pursuant to section 98 of the <i>Owners Corporation Act 2006</i>, to act as Chairperson of the Owners Corporation until the next Annual General Meeting.</p> | | | | | | | | | | |
| 11 | <p>Delegation of Powers to the Committee (ORDINARY RESOLUTION)</p> <p>To enable the Committee to make decisions on behalf of the Owners Corporation, members must delegate powers or functions to the committee by instrument of delegation. We are recommending all the powers or functions be delegated to the committee except those that cannot be delegated.</p> <p><i>The Owners Corporation hereby delegates all of its powers and functions to the Committee other than a power or function that requires a unanimous resolution or a power or function that requires a special resolution.</i></p> <p style="text-align: right;">Motion Carried</p> | | | | | | | | | | |
| 13 | <p>Common Seal (ORDINARY RESOLUTION)</p> <p>An Owners Corporation is no longer required to have a common seal from 1 December 2021 and requires a resolution to have it destroyed.</p> <p><i>The Owners Corporation hereby determines that the common seal(s) is no longer required and can be destroyed under s.18A of the Owners Corporation Act 2006.</i></p> <p style="text-align: right;">Motion Carried</p> | | | | | | | | | | |

14 General Business

1. Bins

It was discussed that the Yellow Bins are not appropriately used for recycling by the residents. As a result, it was resolved to get a quote from iDump to provide only 1 red 240L (general waste) bin to be collected every Wednesday to lower the bin collection cost.

2. Carpark Marking

It was discussed that we received one quote from Duho and were waiting on another from Anthony - Anderson Services Group

3. Driving Regulation

It was discussed that some residents drive at a reckless speed not considering that the speed limit is 5 km/h. It was resolved to organise quotes for rubber humps installation to control this behaviour.

4. Hard Rubbish

It was resolved to send correspondence to all owners to keep an eye out and report any residents unlawfully dumping rubbish outside to the OC Manager.

5. Fencing

It was discussed that the metal mesh fence which is broken be replaced with a proper fence (steel or timber) of a distance of about 3m and a height of 6 ft. The OC manager to discuss it with the neighbouring OC company (Australian Body Corporate) to share the cost 50/50.

6. CCTV Camera

The OC Manager to organise quotes for a few cameras which will be used to monitor the property to potentially catch the perpetrators dumping hard rubbish unlawfully.

7. Arrears Reminder

John (Lot 7) asked if Civium can send reminder notices (14 days before the due date) and the OC Manager advised that Civium does not provide this service. However, Civium does send an arrears SMS after the grace period (28 days after the due date) which costs about \$5.50

There being no further business the chairperson declared the meeting closed at 08:15 pm

Dated: 20 March 2023

Issued by Civium Property Group for and on behalf of the Owners Corporation.

REDUCED QUORUM NOTICE – INTERIM DECISIONS

NOTICE UNDER SECTION 78 OF THE OWNERS CORPORATIONS ACT 2006

Can a general meeting proceed without a quorum?

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

NOTE:

The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a Special General Meeting is given within that 29 day period, the interim resolution cannot be acted upon until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of the 28 day period.

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

CODE OF CONDUCT AND INFORMATION



12 Kirkland Court / 89 Brush Road Epping

This information booklet has been compiled by the Owners Corporation Committee to help you enjoy living at this property, while at the same time assisting to avoid unnecessary problems, costs or inconveniences to yourself or others.

This code of conduct has been accepted by the Owners Corporation Committee and is binding on all residents.

Please ensure a copy of this document remains within the unit.

Code of conduct and information

12 KIRKLAND COURT / 89 BRUSH ROAD EPPING

Introduction

All residents of the property have a responsibility to ensure that their conduct does not negatively impact the common areas and other residents' enjoyment of the property. Where tenants reside, it is the individual owners' responsibility to ensure that tenants receive a copy of this document and adhere to the rules provided.

For the purpose of this document the term 'resident' is used, but encompasses owners, owner-occupiers, tenants and guests. Where breaches occur the responsibility of the breach is considered to be that of both the resident and owner, however breaches will be reported to the individual owner of the property to resolve with the tenant.

Disputes or further information

Any disputes, requests for further information or notification of breaches must be made to:

Sherlyn Peter
Owners Corporation Manager
Strata Data Group
Ph: (03) 9676 9555 | e: melbourne@stratadata.com.au

Any residents reporting a breach or issue are encouraged to send digital photos as evidence of the breach.

1. Resident responsibilities

All residents are encouraged to:

- a. Report immediately any damage to the building to the Manager
- b. Report any risks to safety and security to residents and the building to the Manager.
- c. Advise the manager if you are going to be away from your unit for a long period of time. Law requires that you notify the owners corporation if you are going to be away for more than 3 months.
- d. Notify the manager 14 days prior to the commencement of renovations as some renovations cause disruption or have the potential to affect the security of other residents.
- e. Report any issue of concern, damage, breach of law or these rules to the manager or the chairperson of the committee. However, the resident has the right to contact the other resident or residents to raise any issue of concern. The owners corporation acknowledges that communication between residents is as a practical and reasonable approach to address any day to day issues between neighbours.

- f. Make a written complaint in the approved form setting out the complaint and whether you wish to invite the committee, manager or another party to a meeting to discuss any issue in dispute.
- g. The owners corporation requires all residents to submit a complaint in writing to the chairperson of the committee c/- of the manager in the approved form before making an application to VCAT.
- h. The owners corporation or the committee will call a meeting within 14 days to resolve the issue or dispute and take any action it deems appropriate according to law. Any resolutions made by the owners corporation or the committee will be recorded in the minutes of that meeting and sent to all owners and residents involved.
- i. If the issue or dispute is not resolved, the resident has a right to take further action under Part 10 of the Owners Corporations Act 2006.

2. Car parking

- a. Cars may not block other residents from accessing their property or car park
- b. Cars may only be parked on nature strips that are directly in front of the residents property
- c. Where cars are parked over nature strips, tires must not tread on the grass or landscaping and should allow a reasonable space for pedestrian passage on the footpath
- d. Cars parked on nature strips must be a minimum of 50 centimetres from any foliage, shrubbery or tree
- e. Limited visitor parking is available in designated areas. These car parks are not to be used by owners for long-term parking
- f. Residents are responsible for any damage caused to nature strips or landscaping
- g. Any costs to repairing nature strips or landscaping will be billed to residents
- h. Cars are only to be parked in drive ways, guest car parks or over nature strips; and must not be parked on any private or common garden area or other private or common area not intended for car parking
- i. Unregistered cars must not be parked on common property

3. Waste and hard rubbish

3.1 Common areas

- a. Waste and hard rubbish is not to be left on common property under any circumstance
- b. Any hard rubbish that is left on common areas is removed at the cost of all residents, therefore it is in the interests of all residents to make appropriate arrangements or report any breaches
- c. It is in the interests of all residents to utilise Council hard rubbish collections
- d. Any residents reported as dumping waste or hard rubbish on common areas will be liable for the cost of disposing of the waste or hard rubbish

3.2 Private areas

- a. Bins are collected on Tuesday mornings
- b. Bins are to be left at kerbside, on resident's nature strips or driveways and are not to block other driveways or visitor parking
- c. Hard rubbish or waste is not to remain in residents' driveways or any area that may be viewed from the street

4. Gardens and landscaping

The appearance and overall tidiness of the property has a direct impact on property prices, therefore all residents have a responsibility to not cause damage to common garden areas, promptly report the sighting of any damage and maintain gardens to a neat and tidy appearance.

4.1 Common areas

- a. Residents must not cause damage to any common area landscaping and gardens
- b. Any damage caused by a resident must be corrected by the resident to the reasonable satisfaction of the Owners Corporation Committee. If the repair is not to the reasonable satisfaction of the Owners Corporation Committee, the resident may be responsible for additional costs to rectify the damage.

4.2 Private areas

- a. Residents must maintain private gardens and regularly attend to mulching, weeding and general maintenance of gardens
- b. Private gardens that are in view must always be of a neat and tidy in appearance

5. Real estate signage

- a. Requests to erect real estate signage on common property are to be directed to the Owners Corporation Manager
- b. Real estate signage on common property must be removed within 14 days of the property being leased or sold

6. Dispute resolution

The following outlines the grievance and dispute resolution process according to the Owners Corporations Regulations 2007.

- a. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the Owners Corporation.
- b. The party making the complaint must prepare a written statement in the approved form.
- c. If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

- d. 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.
- e. 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.
- f. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- g. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.

7. Contact information

- a. Owners are responsible for ensuring that the Owners Corporation Manager has their current contact details, details may be updated by emailing melbourne@stratadata.com.au or contacting (03) 9676 9555.

Civium Holdings VIC

7/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

Ph: 1300724256 Email: levies@civium.com.au

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Balance Sheet - O/Corp PS641235V "12 KIRKLAND COURT" 89 BRUSH ROAD, EPPING, VIC 3076 For the Financial Period 01/01/2023 to 01/12/2023

| | Administrative | Maintenance | TOTAL THIS YEAR |
|--|-------------------|--------------------|-----------------------|
| Assets | | | |
| Cash At Bank OWNERS CORPORATION 641235V <i>Macquarie Bank BSB: 183-334 Acc No: 243304425</i> | \$2,260.11 | \$18,791.57 | \$21,051.68 |
| Levies Receivable | \$7,433.71 | \$252.24 | \$7,685.95 |
| Total Assets | \$9,693.82 | \$19,043.81 | \$28,737.63 |
| Liabilities | | | |
| Accounts Payable (GST Free) | \$253.00 | \$0.00 | \$253.00 |
| Paid in Advance | \$2,933.93 | \$79.45 | \$3,013.38 |
| GST Clearing | \$26.00 | \$0.00 | \$26.00 |
| Total Liabilities | \$3,212.93 | \$79.45 | \$3,292.38 |
| Net Assets | \$6,480.89 | \$18,964.36 | \$25,445.25 |
| Owners Funds | | | |
| Opening Balance | \$1,979.56 | \$25,570.03 | \$27,549.59 |
| Net Income For The Period | \$4,501.33 | \$(6,605.67) | \$(2,104.34) |
| Total Owners Funds | \$6,480.89 | \$18,964.36 | \$25,445.25 |

Civium Holdings VIC

7/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

Ph: 1300724256 Email: levies@civium.com.au

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OWNER LEDGER from 01/10/23 to 05/12/23 Contribution Schedule

O/Corp: PS641235V
Building Address: 89 Brush Road
:
Suburb: EPPING
Building Name: 12 Kirkland Court
GST?: No

Units: 53 **Lots:** 53

State: VIC **Post Code:** 3076

ABN: 58997131292
Manager: Gabriele Sabellek

| Lot 18 | Unit 6 | DALE & TERRI ROZARIO | | | | |
|-----------------|--------|--|-------------------|-------------------|-------------------|-----------|
| Date | Ref | Details | Debit | Credit | Balance | |
| 01/10/23 | | Opening Balance | \$662.47 | \$0.00 | \$662.47 | DR |
| 01/10/23 | 1762 | Standard Fee Contribution Schedule From: 01/10/2023 To: 31/12/2023 | \$574.47 | \$0.00 | \$1,236.94 | DR |
| 03/10/23 | 2901 | Receipt; Standard Fee Contribution Schedule for 01/07/2023 to 30/09/2023 Levy Ref# 1761 Interest Paid | \$0.00 | \$574.47 | \$662.47 | DR |
| 03/10/23 | 2902 | Receipt; Standard Fee Contribution Schedule for 01/10/2023 to 31/12/2023 Levy Ref# 1762 | \$0.00 | \$573.52 | \$88.95 | DR |
| 03/10/23 | 2903 | Receipt; Charge for arrears notice dated 22/08/2023 Levy Ref# 1867 | \$0.00 | \$44.00 | \$44.95 | DR |
| 03/10/23 | 2904 | Receipt; Charge for final notice dated 26/09/2023 Levy Ref# 1874 | \$0.00 | \$44.00 | \$0.95 | DR |
| 13/10/23 | 2918 | Receipt; Standard Fee Contribution Schedule for 01/10/2023 to 31/12/2023 Levy Ref# 1762 | \$0.00 | \$0.95 | \$0.00 | DR |
| 13/10/23 | 2920 | Receipt; Credit Receipt | \$0.00 | \$1,201.75 | \$1,201.75 | CR |
| | | Closing Balance | \$1,236.94 | \$2,438.69 | \$1,201.75 | CR |
| | | Interest Due | \$0.00 | | \$0.00 | |
| | | Total Balance | \$1,236.94 | \$2,438.69 | \$1,201.75 | CR |

Civium Holdings VIC

7/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

Ph: 1300724256 Email: levies@civium.com.au

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OWNER LEDGER from 01/10/23 to 01/01/24 Contribution Schedule

O/Corp: PS641235V
Building Address: 89 Brush Road
:
Suburb: EPPING
Building Name: 12 Kirkland Court
GST?: No

Units: 53 **Lots:** 53

State: VIC **Post Code:** 3076

ABN: 58997131292
Manager: Gabriele Sabellek

| Lot 18 | Unit 6 | DALE & TERRI ROZARIO | | | | |
|-----------------|--------|--|-------------------|-------------------|-----------------|-----------|
| Date | Ref | Details | Debit | Credit | Balance | |
| 01/10/23 | | Opening Balance | \$662.47 | \$0.00 | \$662.47 | DR |
| 01/10/23 | 1762 | Standard Fee Contribution Schedule From: 01/10/2023 To: 31/12/2023 | \$574.47 | \$0.00 | \$1,236.94 | DR |
| 03/10/23 | 2901 | Receipt; Standard Fee Contribution Schedule for 01/07/2023 to 30/09/2023 Levy Ref# 1761 Interest Paid | \$0.00 | \$574.47 | \$662.47 | DR |
| 03/10/23 | 2902 | Receipt; Standard Fee Contribution Schedule for 01/10/2023 to 31/12/2023 Levy Ref# 1762 | \$0.00 | \$573.52 | \$88.95 | DR |
| 03/10/23 | 2903 | Receipt; Charge for arrears notice dated 22/08/2023 Levy Ref# 1867 | \$0.00 | \$44.00 | \$44.95 | DR |
| 03/10/23 | 2904 | Receipt; Charge for final notice dated 26/09/2023 Levy Ref# 1874 | \$0.00 | \$44.00 | \$0.95 | DR |
| 13/10/23 | 2918 | Receipt; Standard Fee Contribution Schedule for 01/10/2023 to 31/12/2023 Levy Ref# 1762 | \$0.00 | \$0.95 | \$0.00 | DR |
| 13/10/23 | 2920 | Receipt; Credit Receipt | \$0.00 | \$1,201.75 | \$1,201.75 | CR |
| 01/01/24 | 1896 | Standard Fee Contribution Schedule From: 01/01/2024 To: 31/03/2024 | \$534.87 | \$0.00 | \$666.88 | CR |
| | | Closing Balance | \$1,771.81 | \$2,438.69 | \$666.88 | CR |
| | | Interest Due | \$0.00 | | \$0.00 | |
| | | Total Balance | \$1,771.81 | \$2,438.69 | \$666.88 | CR |

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

INFORMATION ONLY

Residential Tenancy Agreement
Residential Tenancy Act 1997

Conditions of Agreement

1. **THIS AGREEMENT** is made on the date specified in item 1 in the Schedule hereto **BETWEEN** the **LANDLORD** whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the **TENANT** whose name and address is specified in item 4 in the schedule.

PREMISES AND RENT

The **LANDLORD** lets to the **TENANT** the **PREMISES** specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the **RENTAL** shall be the amount specified in item 6 in the Schedule of which the first instalment is payable on the date specified in item 7 of the Schedule and payable by the **TENANT** to the party specified in item 8 in the schedule.

RENT

The **TENANT** shall agree to have the rental amount as specified in item 6 paid by direct debit to Ray White Epping through the **PAYMENT GATEWAY**.

BOND

The **TENANT** shall pay a **BOND** of the amount specified in item 9 of the Schedule to the **LANDLORD/AGENT** on or before the signing of this Agreement.
In accordance with the Residential Tenancies Act 1997 the **LANDLORD/AGENT** must lodge the **BOND** with the Residential Tenancies Authority within 10 business days of receiving the **BOND**.

FIXED TERM TENANCY

The term of this Agreement shall be as specified in item 11 of the Schedule **COMMENCING** on the date specified in item 12 in the Schedule and **ENDING** on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

OR

PERIODIC TENANCY

This Agreement shall commence on the date specified in item 14 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

2. **CONDITION OF THE PREMISES**

The **LANDLORD** shall make sure that the premises are maintained in good repair.

3. **DAMAGE TO THE PREMISES**

- A) The **TENANT** shall make sure that care is taken to avoid damaging the rented premises.
- B) The **TENANT** must take reasonable care to avoid damaging the premises and any common areas.
- C) The **TENANT** who becomes aware of damage to the rented premises must give notice to the Landlord of any damage to the premises as soon as practicable.

4. **CLEANLINESS OF THE PREMISES**

- A) The **LANDLORD** shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the **TENANT** shall enter into occupation of the premises.
- B) The **TENANT** shall keep the premises in a reasonable clean condition during the period of the Agreement.

5. **USE OF PREMISES**

- A) The **TENANT** shall not use or allow the premises to be used for any illegal purpose.
- B) The **TENANT** shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

6. **QUIET ENJOYMENT**

The **LANDLORD** shall take all reasonable steps to make sure that the **TENANT** has quiet enjoyment of the premises.

7. **ASSIGNMENT OR SUB-LETTING**

- A) The **TENANT** shall not assign or sub-let the whole or any part of the premises without the written consent of the **LANDLORD**. The **LANDLORD'S** consent shall not be unreasonably withheld.

INFORMATION ONLY

B) The **LANDLORD** shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the **LANDLORD** in relation to the preparation of an assignment in writing of this Agreement.

8. **RESIDENTIAL TENANCIES ACT 1997**
Both parties to the Agreement shall comply with the provision of the Residential Tenancies Act 1997 as they apply to each party. (Note Reference should be made to the Residential Tenancies Act 1997 for further rights and duties).
Additional terms which do not take away the rights and duties included in the Residential Tenancies act 1997 may be set out in this section.
9. The **TENANT** shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.
10. The **TENANT** shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the **TENANT** shall pay the **LANDLORD** all increased premiums and all other expenses incurred as a consequence of any breach of this term.
11. The **TENANT** agrees to pay the **LANDLORD** any excess amount charged or any additional premium charged by the Landlord's Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the **TENANT** or by anyone on the premises with the consent of the **TENANT**.
12. The **TENANT** shall indemnify the **LANDLORD** for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the **TENANT** or anyone on the premises with the consent of the **TENANT**. Without limiting the generality of the foregoing, the **TENANT** shall indemnify the **LANDLORD** for the cost of repairs to plumbing blockages caused by the negligence or misuse of the **TENANT**.
13. The **TENANT** shall notify the **LANDLORD** or **AGENT** immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.
14. The **TENANT** shall indemnify the **LANDLORD** against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the **TENANT** or the **TENANT'S** servants, Agents and/or invitees.
15. The **TENANT** shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the **LANDLORD** or **AGENT**.
16. The **TENANT** acknowledges that it is the **TENANT'S** responsibility upon the termination of the Agreement to deliver the keys to the premises to the **AGENT'S** office and to continue paying rent until such time as the keys are delivered.
17. The **TENANT** shall not use the premises for any purpose other than for residential purposes without the written consent of the **LANDLORD**.
18. The **TENANT** shall not do or allow to be done anything that will cause the shared facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
19. The **TENANT** shall not keep any animal, bird or pet on the premises without the written consent of the **LANDLORD**. (Note written consent of the Body Corporate Committee will be necessary in an own-your-own unit).
20. The **TENANT** shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the **TENANT** for collection by the Local Council or Health Department and returned to its allotted place.
21. The **TENANT** shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
22. The **TENANT** shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.
23. The **TENANT** shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
24. **TENANT** shall allow the **LANDLORD** or his **AGENT** to put on the premises a notice or notices 'TO LET' during the last month of the term of this Agreement. The **TENANT** shall also allow the **LANDLORD** or his **AGENT** to put on the premises a notice or notices 'FOR SALE' or 'AUCTION' at any time during the term of this Agreement and permit access to the premises by the **LANDLORD** or his **AGENT** to present the property to prospective purchasers or **TENANT** upon 24 hours notice or by agreement with the **TENANT** and the **LANDLORD** or the **LANDLORD'S AGENT**.
25. The **TENANT** acknowledges that no promises, representations, warranties or undertakings have been given by the **LANDLORD** or **AGENT** in relation to the suitability of the premises for the **TENANT'S** purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
26. No consent or waiver of any breach by the **TENANT** of the **TENANT'S** obligations under the Residential Tenancies Act 1997 shall prevent the **LANDLORD** from subsequently enforcing any of the provisions of the Agreement.

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27. The **TENANT** agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the **TENANT** shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the **LANDLORD**. The Standard Rules of the Subdivision (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate.
28. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the **LANDLORD** may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the **TENANT** at least 60 days notice of the increase.
29. This agreement may be amended only by an agreement in writing signed by the **LANDLORD** and the **TENANT**.
30. The **TENANT** shall at the **TENANT'S** expense replace all lighting tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
31. The **TENANT** agrees to fully and regularly maintain and water the garden area, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.
32. If the **TENANT** wishes to vacate the premises at the expiration of this agreement the **TENANT** shall give the **LANDLORD** or **AGENT** written notice of the **TENANT'S** intention to vacate 28 days prior to the expiration of the agreement. If the **TENANT** remains in occupation of the premises after the expiration of this agreement and does not enter into a new fixed term agreement the **TENANT** must give written notice of the **TENANT'S** intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the **TENANT** gives notice.
33. The **TENANT** acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the **TENANT** shall not refuse to pay rent on the grounds that the **TENANT** intends to regard as rent paid by the **TENANT**, the **BOND** or any part of the **BOND** paid in respect of the **PREMISES**. The **TENANT** acknowledges that failure to abide by this section of the Act renders the **TENANT** liable to a penalty of \$1000.
34. The **TENANT** agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the property including common property. The **TENANT** also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the **PREMISES** or the land or common property on which it is situated to their original condition forthwith.
35. The **TENANT** must:
- check each smoke detector in the **PREMISES** weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the **TENANT** and the security of the **PREMISES**.
 - replace the battery in each smoke detector on or about 1 January each year (or earlier if this becomes necessary).
 - immediately notify the **LANDLORD/AGENT** of any faulty smoke detector (and confirm this advice to the **LANDLORD/AGENT** in writing the same day).
36. The **TENANT** acknowledges that the **TENANT** shall insure their possessions. The **TENANT** also acknowledges that the **LANDLORD'S** insurance policy will not provide cover for such possessions.
37. **Bank Charges.**
- the **TENANT** agrees to be responsible for all bank charges which may be incurred by the **AGENT** or the **LANDLORD** as a result of any of the **TENANT'S** cheques not being honoured at their bank.
 - the **TENANT** further agrees that any such charges may be charged to the **TENANT'S** rent account and all future payments will then be applied firstly towards payment of the fees then towards rental.
38. **Keys (see also clause 16)**
- the **TENANT** acknowledges receipt of a set of keys to the premises from the **AGENT**.
 - should the **TENANT** wish to change locks the **TENANT** agrees that this will not be done without the **LANDLORD'S** consent in writing. Such consent shall not be unreasonably withheld.
 - if agreement is given for the locks to be changed, all costs including the cost of providing a new set of keys to the **AGENT** or **LANDLORD** is to be borne by the **TENANT**.
 - the **TENANT** is hereby responsible for the replacement for lost keys and the provision of additional leys and any locksmith charges where keys are lost or mislaid.
To ensure total security, it is our recommendation that the barrels in all locks be replaced.
39. Tenant ending agreement early. Should the **TENANT** wish to end this agreement ahead of the termination date the **TENANT** agrees to pay the **AGENT/LANDLORD** costs as shown to relet the property.
- all advertising expenses incurred.
 - all out of pocket expenses incurred ie – credit checks, any administration Fees, key cutting etc for a Break Lease.
 - a re-letting fee pro rata plus GST.
- The **TENANT** will of course be responsible for rental until the date a new approved tenant takes possession.
40. The **TENANT** agrees to accept responsibility for providing access to tradespeople when maintenance is required if Ray White Epping have not been authorized access. If service charges are levied by the tradespeople as a result of the **TENANT** not providing access the fees will be the responsibility of the **TENANT**.

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41. The TENANT acknowledges that if they are in a shared tenancy and wish to assign their share of the lease to a new TENANT they shall be responsible for the out-going costs incurred, including administration fees, database checks, new leases prepared and signed by all parties and re-letting costs to the TOTAL cost of \$150.
42. The TENANT agrees to have all carpets steam or drycleaned by a professional firm and produce a receipt for this work upon return of the keys when vacating the property. If the property is fully furnished the TENANT shall have the premises professionally cleaned throughout, including linen, prior to the keys being returned.
- 43.
44. No blue tak or double sided tape shall be used on the walls of the property.
45. No pot plants shall be placed directly onto carpets.
46. The TENANT agrees to maintain all furniture and chattels as listed in the attached schedule (where applicable) in good order and condition, fair wear and tear is allowable. The TENANT agrees to replace or reimburse the LANDLORD for damages or breakages.
47. The TENANT agrees not to smoke or allow their guests to smoke within the premises under any circumstances. The TENANT agrees to go outside and will ensure their guests go outside to smoke. The TENANT acknowledges that burning excessive candles may cause smoke damage to the walls/ceiling. If any candle smoke damages, any surfaces, or a candle is left unattended, and damages the property, the TENANT agrees to have walls/ceiling professionally cleaned, or repainted if required, and carpets repaired or replaced.

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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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: DALE AARON ROZARIO and TERRI MAREE ROZARIO

PROPERTY: Unit 6 12 Kirkland Court EPPING VIC 3076

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s):....WESTPAC BANKING CORPORATION

of:..

(b) Amount secured \$.....
Instalments \$..... per.....
Amount required to discharge the Mortgage \$.....

(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

(c) Rate of interest payable% p.a.
Default rate% p.a.

(d) Due date of repayment of Mortgage(s):/...../2
(UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

(e) The Mortgage does *does not provide for further advances *as follows:

.....

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT/...../200

SIGNATURE OF VENDOR(S)

ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT/...../200

SIGNATURE OF PURCHASER(S)

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

- A. The particulars provided by the Vendors in this Statement are accurate.
- B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
- C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE/...../20

SIGNATURE OF PURCHASER(S)