

Part 1

Contract of Sale of Land

Property address: 23A INVERLOCH STREET, PRESTON VIC 3072 Being Lot 1 om Proposed Plan of Subdivision PS930359Q

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, the General Conditions and any Special Conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

[Section 31](#) of the Sale of Land Act 1962

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

You must either give the vendor or their agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or their 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\(1A\)](#) of the Sale of Land Act 1962

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

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

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

**WARNING: 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 that Act; and
- A copy of the full terms of this contract.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

Name:

On ___ / ___ /20 ___

*Print name of person signing
State nature of authority if applicable.*

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

SIGNED BY THE VENDOR

Name: Zlatko Mickoski

On ___ / ___ /20 ___

*Print name of person signing
State nature of authority if applicable.*

SIGNED BY THE VENDOR

Name: Mirjana Mickoska

On ___ / ___ /20 ___

*Print name of person signing
State nature of authority if applicable.*

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

PARTICULARS OF SALE

VENDOR'S AGENT

Name	Harcourts Rata & Co	Phone	
Address		Email	sold@rataandco.com.au
		Fax	

VENDOR
PRACTITIONER – SOLICITOR / CONVEYANCER

Name	Zlatko Mickoski & Mirjana Mickoska	Name	Anthonys Solicitors
Address		Address	314-360 Childs Road Mill Park
		Contact	
ACN/ABN		Email	nadia@anthonyslegal.com.au
		Phone	0394367917
		Fax	

Purchaser
PRACTITIONER – SOLICITOR / CONVEYANCER

Name		Name	
Address		Address	
		Contact	
ACN/ABN		Email	
		Phone	
Guarantor		Fax	

LAND

General conditions 3 and 9

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume <input type="text"/>	Folio <input type="text"/>	1 <input type="text"/>	PS930359Q <input type="text"/>

OR

The land includes all improvements and fixtures.

Property address

The address of the land is:

23A INVERLOCH STREET, PRESTON VIC 3072 Being Lot 1 om Proposed Plan of Subdivision PS930359Q

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

Listed as follows:

All fixtures and fittings as inspected

PAYMENT

General condition 11

Price: \$

Plus GST: \$ Payable by purchaser in addition to price - *Insert 'Nil' if no GST payable by purchaser*

Total price: \$ Payable by purchaser

Deposit: \$ By / / 20 of which \$ has been paid

Balance: \$ Payable at settlement

Foreign resident vendor: See general condition 15(f) and (g).

GST

General condition 13

No, because:

Input taxed sale of eligible residential premises

Not in the course or furtherance of an enterprise

Going concern

Farm land used for farming business or sale of subdivided farm land to an associate

Vendor not registered or required to be registered as GST turnover < \$75,000

Yes, because:

Purchaser entitled to input tax credit

Purchaser NOT entitled to input tax credit

Margin scheme applies

Mixed supply

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor Yes No

Withholding required by purchaser Yes No

No withholding for residential premises because:	No withholding for potential residential land because:
<input type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

SETTLEMENT

General condition 10

Is due on / /20

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.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

Entitled to vacant possession.

OR

Subject to a lease, particulars of which are:

Attached; or

As follows:

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the [Sale of Land Act 1962](#)

Yes No

LOAN

General condition 14(a)-(e)

This contract is subject to a loan being approved: Yes No

Lender:

Loan amount: \$

BUILDING & PEST REPORT

General condition 14(f)-(j)

This contract is subject to:

Building report. Provider:

Pest report. Provider:

Special Conditions

Yes No

INFORMATION ONLY

GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) Any reservations in the crown grant; and
 - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under [section 32](#) of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) 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
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
 - (ii) 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
 - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to

the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;

- (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

- (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:

- A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
- B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
- C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
- D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
 - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
 - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title; and
 - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
 - (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.

- (d) This clause applies if '**going concern**' is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if '**farmland used for farming business or sale of subdivided farmland**' to an associate' is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
 - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if '**mixed supply**' is specified in the particulars of sale.
 - (i) GST is included in the price.

- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

(g) GST withholding - Residential premises or potential residential land

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
 - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
 - A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

(iv) Purchaser to remit withheld amount

- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
- B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

(v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
 - (i) Grant the extension request; or
 - (ii) Advise the purchaser that the extension request is refused,
 in which case the purchaser may, within 2 clear business days either:
 - (iii) End the contract; or
 - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:

- (i) End the contract; or
- (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
 - (i) Applied for the loan; and
 - (ii) Did everything reasonably required to obtain approval of the loan; and
 - (iii) Provides written proof to the vendor that the loan was not approved; and
 - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
 - (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
 - (i) Applied for the report; and
 - (ii) Provides the vendor with a copy of the written report; and
 - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
 - (iv) Is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) 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. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 10I of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.

- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) The purchaser is entitled to deduct 15% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;
 - (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. Liability of signatory

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

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.

- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

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

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale, at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.

- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) 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.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. Interest

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

27. Default notice

- (a) 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.
- (b) The default notice must:
 - (i) Specify the particulars of the default; and
 - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. The default is remedied; and
 - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) Specify the particulars of the failure to comply with the default notice; and
 - (ii) State that the contract will be ended in 10 days after the notice is given unless:
 - A. The default is remedied; and
 - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and

- (ii) All those amounts are a charge on the land until payment; and
- (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.



SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 - SCHEDULE 5

SCHEDULE 5

Sch. 5

[Regulation 6](#)

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

Sch. 5

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following—

- any person bidding for a vendor other than—
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

Sch. 5

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the [Sale of Land Act 1962](#) or the [Sale of Land \(Public Auctions\) Regulations 2014](#). Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

Sch. 5

Special Conditions

1. Definitions and Interpretation

Terms in the Particulars of Sale

- 1.1 The words appearing in bold capitals in the Particulars of Sale of the Contract are defined by the words and figures/numbers adjacent to such words.
- 1.2 For the avoidance of doubt, the words "*Balance*", "*Price*", "*Deposit*" appearing under the "Payment" panel in the Particulars of Sale of the Contract are defined by the words and/or figures/numbers adjacent to such words.

Defined terms in these Special Conditions

- 1.3 In this Contract, unless the context otherwise requires, the words in bold mean as follows:

Authority includes any government or public, government, semi-government, administrative, fiscal, or judicial body, department, commission, tribunal, agency, or statutory authority, the Responsible Authority and any entity exercising a power pursuant to any statute or regulation.

Bank means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

Builder means the builder or builders selected by the vendor (in its absolute discretion) to carry out the Building Works;

Building means the improvements to be constructed on or under the Land.

Building Act means the *Building Act 1993* (Vic) and any regulations under that Act, the Building Code of Australia, any repealed laws under which any improvements on the Land were constructed and any other Laws or requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements.

Building Contract means the Major Domestic Building Contract between the vendor and the Builder.

Building Surveyor means any building surveyor appointed by the vendor (in the vendor's absolute discretion) from time to time.

Building Works means all construction works substantially as contemplated by the Plans and Specifications to the extent only that those works contemplate construction of the Building, but subject to the vendor's rights to make variations to the Plans and the Specifications pursuant to this Contract.

Business Day has the same meaning as in section 30 of the Sale of Land Act.

Caveat means a caveat pursuant to section 89 of the Transfer of Land Act.

Certificate of Completion means the certificate issued by the Consultant certifying that the Building Works have been completed in accordance with this Contract.

Certification means certification pursuant to section 6 of the Subdivision Act and **Certified** has a corresponding meaning.

Claim means any claim, demand, legal proceeding or cause of action, however arising, including one that is based in contract or tort (including negligence), under common law, equity or statute, and whether involving a third party or a party to this Contract or otherwise.

Common Property means all common property created by the registration of the Draft Plan and which is under the control of the Owners Corporation.

Consultant means a person appointed by the vendor (in its absolute discretion) for the purposes of certification of delays and for the Certification of Completion.

Contamination means the existence of a Contaminant on the Land.

Contaminant means a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment (including asbestos).

Contract means this Contract of Sale of Real Estate including the Particulars of Sale, the Special Conditions, the General Conditions and any Schedule or Annexure to this Contract.

Controller has the meaning given in the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth) (as amended).

Council means the City of Whittlesea ABN 72 431 091 058.

Day of Sale means the date by which both parties have signed the Contract.

Defects List means the list of deficiencies and/or omissions in the Building Works prepared jointly by the Vendor's Consultant and the purchaser.

Defects Period means the period of 3 months after the date of issue of the Occupancy Permit.

Deposit means the deposit payable by the purchaser under this Contract.

Development means the proposed development on the Lots pursuant to the Planning Permit generally in accordance with the Planning Permit and the Plans and Specifications (subject to any variations or amendments pursuant to this Contract).

Draft Plan means proposed Plan of Subdivision PS (Preliminary Plan Version 1) attached to the Vendor's Statement and includes any amendment or alteration made from time to time prior to Registration and on Registration, means the Final Plan as Registered by the Registrar.

Duties Act means the *Duties Act 2000* (Vic).

Duty means any stamp, transaction or registration duty or similar charge imposed by any Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of the above but excludes any Tax.

Encumbrances means all registered and unregistered encumbrances, easements, covenants and restrictions including (but not necessarily limited to) any:

- (a) encumbrances disclosed in the Vendor's Statement;
- (b) implied encumbrances;
- (c) created by Section 98 of the Transfer of Land Act, or implied under the Subdivision Act;
- (d) described by reference or otherwise in the Draft Plan;
- (e) referred to in, or contemplated by, the Planning Permit;
- (f) required by any Authority including any agreement under Section 173 of the PE Act;
- (g) vested in any Authority;
- (h) amendment of the Planning Permit;
- (i) requisite electrical substation lease; and

- U) any recording on Title under the MSA Act;
- (k) required by this Contract.

Environmental Law means any and all past, present and future laws, and any codes of practice, guidance notes, national environment protection measures, state environment protection policies, order, directions, consents, authorisations or permits concerning environmental, health, or safety matters (including the clean-up standards and practices for Contamination in buildings, equipment, soil, sub surface-strata, air, surface or ground water), where they are provided for in applicable Laws or applied and practiced to the Property.

Event of Default means where the purchaser:

- (a) is the subject of an Insolvency Event;
- (b) breaches any warranty in the Contract; and/or
- (c) fails to comply with the Contract.

Excluded Rights means any right or purported right of a purchaser to:

- (a) rescind this Contract;
- (b) delay Settlement of this Contract;
- (c) make any requisition, objection, enquiry or Claim;
- (d) withhold any part of or require any adjustment of the Price;
- (e) require any part of or require any adjustment of the Price;
- (f) require the vendor to do any act, matter or thing;
- (g) require the vendor to amend Title;
- (h) require the vendor to pay any money or bear any costs;
- (i) require the vendor to indemnify any person; and
- U) claim any compensation from the vendor.

Fees has the meaning given to that term in Special Condition 27.1.

Final Plan means the final version of the Draft Plan as Registered by the Registrar.

FIRB means the Foreign Investment Review Board responsible for administering the Commonwealth of Australia's foreign investment policy under the provisions of the FT Act and includes the Treasurer of the Commonwealth of Australia.

FIRB Approval means advice in writing that the Treasurer has no objection to the acquisition of the Property by the purchaser pursuant to the provisions of the FT Act.

FIRB Declaration means the FIRB Declaration in the form attached as Annexure A to this Contract to be completed by the purchaser on the Day of Sale.

FT Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

General Conditions means the general conditions 1 to 35 (inclusive) 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 at the foot of each page of the Contract containing the general conditions.

Goods means the Goods sold with the Land (if any) as set out in the Particulars of Sale of the Contract.

GST has the same meaning given to that expression in the GST Law.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as in force from time to time.

GST Law has the same meaning given to that expression in the GST Act.

Insolvency Event means, in respect of a purchaser, the occurrence of any one or more of the following events in relation to that purchaser:

- (a) for a purchaser that is a body corporate:
 - (i) except for the purpose of a solvent reconstruction or amalgamation:
 - {A} process is filed in a court seeking an order that it be wound up or that a Controller be appointed to it or any of its assets, unless the application is withdrawn, struck out or dismissed within 7 days of it being filed; or
 - (B) an order is made that it be wound up or that a Controller be appointed to it or any of its assets; or
 - (C) a resolution that it be wound up is passed or proposed;
 - (ii) a liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;
 - (iii) an administrator is appointed to it, a resolution that an administrator be appointed to it is passed or proposed, or any other steps are taken to appoint an administrator to it;
 - (iv) it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or members, or an assignment for the benefit of any of, or any class of, its creditors, or process is filed in a court seeking approval of any such arrangement, compromise or composition;
 - (v) a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors is proposed or effected;
 - (vi) any action is taken by the Australian Securities and Investments Commission with a view to its deregistration or its dissolution, or an application is made to the Australian Securities and Investments Commission that any such action be taken;
 - (vii) it is insolvent within the meaning of section 95A of the Corporations Act, states that it is unable to pay its debts, or it is presumed to be insolvent under any applicable law;
 - (viii) as a result of the operation of section 459F(1) of the Corporations Act, it is taken to have failed to comply with a statutory demand;
 - (ix) it stops or suspends or threatens to stop or suspend the payment of all or a class of its debts;
 - (x) any event or circumstance set out in section 461 of the Corporations Act occurs in relation to it, or
 - (xi) anything having a substantially similar effect to any of the events specified in paragraphs (a)(i) to (a)(x) of this definition happens to it under the law of any jurisdiction; and
- (b) for a purchaser that is a natural person:

- (i) a bankruptcy notice is issued against the person;
- (ii) a receiver or a trustee for creditors or in bankruptcy is appointed to any of the person's property;
- (iii) the person proposes or enters into an arrangement or composition with, or an assignment for the benefit of, any of the person's creditors;
- (iv) the person proposes or effects a moratorium involving any of the person's creditors;
- (v) the person stops or suspends, or threatens to stop or suspend, the payment of all or a class of its debts;
- (vi) the person is unable to pay all of the person's debts as they fall due or is presumed to be insolvent under any applicable law;
- (vii) the person becomes an "insolvent under administration" as defined in section 9 of the Corporations Act; or
- (viii) anything having a substantially similar effect to any of the events specified in paragraphs (b)(i) to (b)(vii) of this definition happens to the person under the law of any jurisdiction.

Investment Authority means the purchaser's authority (containing the purchaser's Tax File Number) authorising the investment of the Deposit in the form attached as Annexure C to this Contract.

Land means the land described in the "Land" panel set out in the Particulars of Sale of the Contract.

Law includes:

- (a) any statute, regulation, proclamation, ordinance or by-law in Australia; and
- (b) any law, regulation, authorisation, ruling, judgment, order or decree of any Authority.

Loss includes any losses, liabilities, damages, costs, charges or expenses (including the vendor's lawyers' fees and expenses on a full indemnity basis), and fines and penalties, however arising.

Lot or Lots means a lot on the Draft Plan and where the context so requires includes the Land.

Major Domestic Building Contract has the meaning given to it in the *Domestic Building Contracts Act 1995* (Vic).

Marketing Materials means the photographs, images and other material used by the vendor to promote the sale of Lots in the Subdivision.

MSA Act means the *Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020* (Vic).

Occupancy Permit means either an occupancy permit or a certificate of final inspection issued under the Building Act in respect of the Building.

Outgoings means all periodic outgoings payable by the registered proprietor of the Property from time to time.

Owners Corporation means the owners corporation or owners corporations of which, on registration of the Draft Plan, the owner of the Lots will be members.

Owners Corporation Act means the *Owners Corporations Act 2006* (Vic).

Owners Corporation Regulations means the *Owners Corporations Regulations 2018* (Vic).

Parent Title means Certificate of Title Volume 11634 Folio 450.

PE Act means the *Planning and Environment Act 1987* (Vic).

Planning Permit means Planning Permit Number 716200 issued by the Council on 1st December 2017 including any amendment, addition, variation, extension or endorsement to the Planning Permit from time to time.

Plans means the working drawings and floor plans for the Building Works attached as Annexure E

Property means the Land and the Goods.

Proportions has the meaning given to that term in Special Condition 7.1.

Registration means registration pursuant to section 22 of the Subdivision Act and, **Registered** has a corresponding meaning.

Registrar means the Registrar of Titles.

Related Body Corporate has the meaning given in the Corporations Act.

Relevant Trust has the meaning given to that term in Special Condition 22.2.

Responsible Authority means the Council, the Minister for Planning and Environment and any other Authority responsible for the issue of planning permission in connection with the Subdivision or any other Authority required to provide consent to the Registration of the Subdivision.

Rules means the Model Rules referred to in section 139 of the *Owners Corporations Act 2006* (Vic) and any special or additional rules passed from time to time relating to the Development as may be adopted in accordance with the terms of this Contract.

Sale of Land Act means the *Sale of Land Act 1962* (Vic).

Section 173 Agreement means any agreement or agreements made in connection with the Subdivision pursuant to section 173 of the PE Act.

Services means all water, sewerage, drainage, gas, electricity, telecommunications (including but not limited to NBN).

Settlement means completion of this Contract on the Settlement Date resulting in the transfer of the Property to the purchaser.

Settlement Date means the due date for Settlement set out in the Particulars of Sale in the Contract.

Site means all of the land in the Draft Plan as attached and includes (where the context permits) any land abutting the land in the Draft Plan which the vendor is developing or subdividing.

Specifications means the specifications as varied by the vendor from time to time attached as Annexure F.

Statement of Adjustments means the statement adjusting the outgoings prepared by the vendor in accordance with Special Condition 6.

Subdivision means the subdivision of the land in the Parent Title by the Draft Plan

Subdivisional Works means the works required to be undertaken by the vendor to obtain Registration of the Draft Plan.

Subdivision Act means the *Subdivision Act 1988* (Vic).

Sunset Date means twenty four (24) months from the Day of Sale.

Tax means any income tax, capital gains tax, land tax, goods and services tax (including GST), levy, charge, impost, fee, assessment, contribution, deduction, or withholding tax, which is assessed, levied, imposed or collected by any Authority and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above, but excludes Duty.

Title means the Certificate of Title for the Lot sold by this Contract that is issued by the Registrar on the Registration of the Draft Plan.

Transfer means the instrument of transfer of land document transferring the Title to the purchaser.

Transfer of Land Act means the *Transfer of Land Act 1958* (Vic).

Treasurer means the Treasurer of the Commonwealth of Australia.

Vendor's Consultant means a qualified architect and/or building surveyor and/or engineer nominated by the vendor from time to time.

Vendor's Statement means the statement made by the vendor under Section 32 of the Sale of Land Act, attached to this Contract.

Works means the Building Works, Subdivisional Works and any other work required to complete the Development generally.

Interpretation

14 The following rules of interpretation apply in this Contract unless the context requires otherwise:

- (a) headings in this Contract are for convenience only and do not affect its interpretation or construction;
- (b) no rule of construction applies to the disadvantage of a party because this Contract is prepared by (or on behalf of) that party;
- (c) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (d) a reference to a document (including this Contract) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
- (e) references to general conditions, special conditions, recitals, clauses, subclauses, paragraphs, annexures or schedules are references to general conditions, special conditions, recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this Contract;
- (f) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (g) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any Authority and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;
- (h) a reference to writing includes any communication sent by post, facsimile or email;
- (i) a reference to time refers to time in Melbourne, Victoria and time is of the essence;
- (j) all monetary amounts are in Australian currency;
- (k) a reference to a liability includes a present, prospective, future or contingent liability;

- (l) the word "month" means calendar month and the word "year" means 12 calendar months;
 - (m) the meaning of general words is not limited by specific examples introduced by "include", "includes", "including", "for example", "in particular", "such as" or similar expressions;
 - (n) a reference to a "party" is a reference to a party to this Contract, and a reference to a "third party" is a reference to a person that is not a party to this Contract;
 - (o) a reference to any thing is a reference to the whole and each part of it;
 - (p) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
 - (q) a promise or agreement by two or more persons binds them jointly and severally;
 - (r) words in the singular include the plural and vice versa; and
 - (s) a reference to one gender includes a reference to the other genders.
- 1.5 If there is any inconsistency between the General Conditions and these Special Conditions, the Special Conditions prevail.

2. Vendor's Statement

The purchaser acknowledges that prior to signing this Contract or any other documents relating to this sale, the purchaser received from the vendor a Vendor's Statement and a Due Diligence Checklist pursuant to section 33B of the Sale of Land Act.

3. Variations to General Conditions

3.1 Without limiting the specific provisions of any other Special Condition in this Contract, the General Conditions are amended as follows:

- (a) General Condition 3 is deleted and replaced with the following:

"3. GUARANTEE

If the purchaser under this contract is or includes a proprietary limited company, the purchaser shall on the day of sale procure the execution of the guarantee and indemnity (in the form attached as Annexure B hereto) by each of the directors of such proprietary limited company and provide the executed guarantee to the vendor or the vendor's legal practitioner. The failure by any person required under this general condition 3 to execute a guarantee within the time stipulated in this general condition 3 shall entitle the vendor to rescind this contract forthwith by written notice to the purchaser."

- (b) General Condition 4 is deleted and replaced with the following:

"4. NOMINEE

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

4.2 *If the purchaser wishes to nominate a substitute or additional person, it must deliver to the Vendor's Legal Practitioner:*

- (a) *a Nomination Form executed by the nominee and the purchaser;*

- (b) *if the nominee is a proprietary limited company, a guarantee and indemnity signed by each director of the nominee (in the form attached as Annexure B to this contract but including changes necessary by reason of the nomination) which shall include:*
 - (i) *the following substituted as paragraph A of the Recitals: "At the request of the Guarantor, the purchaser (Purchaser) has nominated..... (Nominee Purchaser) as a substituted or additional purchaser under the Contract of Sale (Contract) dated..... for the sale of the property situate at..... as described in the Contract";*
 - (ii) *the following substituted as paragraph B of the Recitals: "The vendor (Vendor) accepts that nomination in consideration of this guarantee and indemnity being provided by the Guarantor";*
 - (iii) *the reference to "Purchaser" within the Operative Provisions of the Guarantee and Indemnity shall be read and construed as being a reference to the "Nominee Purchaser".*
- (d) *a statement signed by the purchaser and the Nominee Purchaser that the Nominee Purchaser is not obliged by the FT Act to furnish notice to the Treasurer of its intention to acquire an interest in the Property; and*
- (e) *a cheque payable to the Vendor's Legal Practitioner for \$350.00 (plus GST) being their costs for administration and advising the Vendor on compliance with this general condition 4."*

(c) General Condition 28.3 is deleted and replaced with the following:

"28.3 The purchaser may enter the property at reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition."

(d) General Conditions 31.4 to 31.6 (inclusive) are deleted and do not apply to this Contract.

(e) General Condition 32 is deleted and replaced with the following:

"32 BREACH

32.1 *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.*

32.2 *The purchaser acknowledges that the following items constitute "a reasonably foreseeable loss" for the purposes of General Condition 32.1(a):*

- (a) *expenses including interest payable by the vendor under any existing loan secured over the property or other property of the vendor calculated from the settlement date;*
- (b) *the vendor's legal costs and expenses as between solicitor and client incurred due to the breach including the cost of issuing any default notice agreed at \$660.00 inclusive of GST for each notice;*

- (c) *any commission or other expenses (including any advertising expenses) claimed or incurred by the vendor's estate agent or any other person relating to the sale of the property;*
- (d) *any fee incurred by the vendor in rebooking settlement;*
- (e) *all costs associated with obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance; and*
- (f) *penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property; and*
- (g) *penalties and other expenses payable by the vendor due to any delay in completion of the purchase of another property including accommodation or storage and removal expenses necessarily incurred by the vendor.*

32.3 *The exercise of the vendor's rights under this General Condition 32 shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise."*

- (f) General condition 33 is amended by deleting the figure of "2%" and replacing that figure with "4%".
- (g) General condition 35 is amended by including a new general condition 35.6 as follows:
"35.6 Unless the price includes any GST, the reference to "the price" in this general condition 35 refers to the price plus any GST payable on the price."

4. Acknowledgements

Further Acknowledgements

- 4.1 The purchaser acknowledges and agrees that:
- (a) it had sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this Contract;
 - (b) that no information, representation or warranty provided or made by or on behalf of the vendor other than expressed in this Contract was provided or made with the intention or knowledge that it would be relied upon by the purchaser;
 - (c) that no information, representation or warranty referred to in Special Condition 4.1 (b) has been relied upon by the purchaser;
 - (d) that the purchaser relied only on the purchaser's inspection of, and searches and enquiries in connection with, the Property when entering into this Contract; and
 - (e) that to the maximum extent permissible by law and equity, the vendor is not liable to the purchaser in connection with any information, representation or warranty provided or made by or on behalf of the vendor.

Advice and Negotiation

- 4.2 Despite anything else in this Contract, the purchaser acknowledges and agrees that:
- (a) the vendor gave the purchaser the opportunity to seek advice (including legal and financial advice) on the terms and conditions, and effect of, this Contract prior to signing this Contract; and

- (b) the purchaser has had a genuine and effective opportunity to review and negotiate the terms of this Contract prior to signing this Contract.

5. Deposit

Investment

- 5.1 By delivering a completed Investment Authority with the Deposit the purchaser authorises the vendor's legal practitioner to invest the Deposit in a separate interest-bearing account on trust for the purchaser until the Registration of the Draft Plan.
- 5.2 The purchaser acknowledges that if the purchaser fails to provide the properly completed Investment Authority or promptly notify the vendor's legal practitioner of its Tax File Number, withholding Tax may be deducted from the interest earned on the invested Deposit at the top marginal rate.
- 5.3 The vendor may decide to invest the Deposit in an interest-bearing trust account however the vendor is not under an obligation to do so.
- 5.4 The parties must not make any Claim whatsoever against the vendor's legal practitioner arising from or related to investment of the Deposit or any failure to invest the Deposit and the vendor and the purchaser forever release the vendor's legal practitioner from all Claims in that regard.
- 5.5 Any interest that accrues on the investment of the Deposit (less government and Bank fees and charges including any withholding Tax) will be paid to the party entitled to the Deposit on the date that the Deposit is released to that party.
- 5.6 The vendor and/or the vendor's legal practitioner shall not be liable to the purchaser under any circumstances for the loss of the Deposit or any interest earned on the Deposit, due to the negligence, default or insolvency of the Bank or any other third party and the parties forever release the vendor and the vendor's legal practitioner from any cost, Loss, liability, expense or damage arising in any way from or related to investment of the Deposit in good faith.

6. Adjustments

- 6.1 Where any adjustment must be made under General Condition 23 in relation to any Outgoings, all adjustments between the parties must be made on the basis that the purchaser is liable for the proportion of the Outgoings which shall be determined by calculating the proportion of area which the Land bears to the total area of all of the land remaining in the Parent Title to which outgoings apply from the Settlement Date.

~~Land Tax~~

- ~~6.2 All adjustments made in relation to Land Tax must be adjusted on a proportional basis and the purchaser is liable for the proportion of the Land Tax which the Land bears to the total area of all the Lots on the Draft Plan.~~
- ~~6.3 Any proportion of Outgoings and Land Tax payable in respect of the Property will be adjusted between the vendor and the purchaser on the basis that they have been or will be paid by the vendor.~~
- ~~6.4 The vendor will prepare the Statement of Adjustments and will forward the Statement of Adjustments to the purchaser or the purchaser's legal practitioner at least 4 Business Days prior to the Settlement Date.~~
- ~~6.5 If the purchaser does not object to the Statement of Adjustments within 2 Business Days after receipt of the Statement of Adjustments, any rectification which may be required to the Statement of Adjustments must only be made after the Settlement Date. The purchaser must not delay completion of this Contract because of any minor error to the Statement of Adjustments.~~

~~6.6 The vendor takes no responsibility for subsequent rate notices (including any supplementary rate notices) issued by any relevant Authority after the Settlement Date.~~

~~6.7 The purchaser acknowledges and agrees that if the purchaser is in breach of this Contract, by not completing this Contract on the Settlement Date, and if as a result of the purchaser's breach, completion of this Contract takes place on a date that is after the 31st December in the year of Settlement that completion of this Contract is due to take place (**Settlement Year**) then:~~

~~(a) the purchaser's breach will result in an increase in the amount of the vendor's land Tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the vendor's total landholdings in Victoria, and~~

~~(b) the additional Tax which the vendor will incur in accordance with this Special Condition 6.7 is a reasonably foreseeable Loss incurred by the vendor as a result of the purchaser' breach in respect of which the vendor is entitled to be compensated for that Loss by the purchaser on the date that Settlement actually occurs.~~

7. Fractional Interest

7.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (**Proportions**).

7.2 If the Proportions recorded in the Transfer differ from those recorded in this Contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

7.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any Claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in this Contract.

7.4 This Special Condition 7 shall not merge on Settlement of this Contract but shall enure for the benefit of the vendor.

8. Existing services

8.1 The purchaser acknowledges that the Land is sold and the purchaser shall take title subject to all existing and any new water, sewerage, drainage, gas, electricity, telephone or other installations, services and utilities (if any) as are installed on the Property as at the Day of Sale or installed as from the Day of Sale as required under this Contract or any Authority.

8.2 The purchaser shall not exercise any of the Excluded Rights in respect of any of the following matters affecting the Land as finally Registered:

(a) the nature, location, availability or non-availability of any such installations, services and utilities;

(b) any such service being a joint service with any other land or building;

(c) any such service for any other property or building that passes through in or over the Land;

(d) any sewer or water main or connection that passes through, in or over the Land;

(e) any manhole or vent on the Land; or

(f) any easements arising out of any such installations, services or utilities.

8.3 The purchaser accepts that the vendor is not obliged to connect services to the Property. If the vendor connects services to the Property at the request of the purchaser, the purchaser must reimburse any connection fees paid by the vendor on the Settlement Date (estimated at \$1,500.00).

9. Restrictions and conditions

The Land is sold subject to any restriction as to use under the Planning Permit or any order, plan (including the Draft Plan), permit, scheme, overlay, regulation, agreement or by-law contained in or made pursuant to the provisions of any legislation including but not limited to the *Local Government Act 1989* (Vic), the PE Act, and any other town planning acts or schemes. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this Contract and the purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect of such restriction.

10. Sale of Land Act

10.1 The vendor and the purchaser agree that:

- (a) section 10(1) of the Sale of Land Act will not apply to this Contract in respect of the final location of any easement on the Draft Plan;
- (b) easements for services may need to be created; and
- (c) lot and common property boundaries may need to be realigned to accommodate services.

11. Dealing with the Property

11.1 Without limiting any of the vendor's rights, the vendor has the right to:

- (a) grant a mortgage or charge over the land in the Parent Title and/or any land which may be affected by the Subdivision;
- (b) sell the land in the Parent Title to another person and assign or novate its rights and obligations under this Contract to another party in accordance with this Special Condition 11;
- (c) deal with any or all of its rights, privileges, benefits or obligations under this Contract whether by way of security or absolute assignment; and/or
- (d) execute any mortgage, charge, assignment and other document relating to the land in the Parent Title, this Contract or any land affected by the Subdivision as may be required by any mortgagee, chargee or assignee.

11.2 If prior to the Settlement Date, a third party other than the vendor is or becomes registered proprietor of the land in the Parent Title, or the vendor's rights under this Contract are assigned to a third party, then, upon receipt of a notice of assignment from the vendor, the purchaser must perform any obligations imposed upon the purchaser under this Contract in favour of the third party who is or becomes registered proprietor of the land in the Parent Title or to whom the vendor's rights under this Contract are assigned.

11.3 The purchaser must not raise any objection, delay settlement, seek to rescind or terminate this Contract or seek compensation of any kind in respect of any matters set out in this Special Condition 11. The purchaser shall sign whatever documents shall reasonably be required to give effect to such assignment of the vendor's rights under this Contract.

12. Additional Encumbrances

12.1 The purchaser acknowledges that it is aware that as at the Day of Sale:

- (a) all of the Encumbrances may not have been created; and
- (b) all of the rights and privileges may not have been granted,

which it may be considered necessary or desirable for any Authority, or the vendor to create, enter into, or grant in relation to the Land or the Draft Plan.

12.2 If at any time it is considered necessary or desirable for an Authority or the vendor to:

- (a) create any or all of the Encumbrances;
- (b) grant those rights or privileges,

then subject to the purchaser's rights (if any) under the Sale of Land Act, the purchaser must not make any requisition or objection, rescind or terminate this Contract, claim compensation or delay completion of this Contract because of that creation, entering into or grant and will enter into any documents at its own cost necessary to give effect to the additional Encumbrances.

13. Marketing Material

13.1 The purchaser acknowledges that:

- (a) the photographs and other images that may have been used by the vendor as part of the Marketing Material depict potential views from the Property that were reasonably anticipated before the Day of Sale;
- (b) the vendor has no control over development by unrelated parties of property surrounding or nearby the Subdivision;
- (c) the Draft Plan may change; and
- (d) development of property surrounding or near the Subdivision may affect the actual views that will be available from the completed Subdivision.

13.2 The purchaser may not make any requisition or objection, claim compensation, rescind or terminate or delay completion of this Contract where any view depicted in the Marketing Materials differs from the actual view due to any of the events in this Special Condition 13.

13.3 The purchaser acknowledges that:

- (a) the description of areas and measurements appearing in any Marketing Material are approximations only and may differ from the actual areas and measurements in the completed Subdivision; and
- (b) the information contained in any Marketing Material is for illustration purposes only and subject to change.

13.4 The information contained in promotional material is a guide only and does not constitute an offer, inducement, representation, warranty or contract.

14. No Representations

14.1 The parties agree and acknowledge that:-

- (a) this Contract contains and sets forth all the terms and conditions of and relating to the sale of the Lot by the vendor to the purchaser and that so far as is legally permissible there are no conditions, warranties or other terms affecting or relating to this sale other than those embodied in this Contract and the purchaser acknowledges that the vendor has given no warranty nor made any representation in relation to the Lot;
- (b) no servant or agent of the vendor, consultant, professional advisor or other person on behalf of the vendor has made or has had any authority to make any representation, warranty, arrangement, condition, statement or agreement binding on the vendor which is not embodied in this Contract;

- (c) the area and dimensions of any display suite or model of the Subdivision by the vendor are not representative of the actual area or dimensions of any Lot or Lots or any part of the Lot or Lots;
- (d) the information contained in any promotional material is for illustration purposes only and is subject to change. Statements, figures, calculations, plans images and representations are indicative only. Changes may be made during the further planning or development stages of the Subdivision and dimensions, fittings, finishes, ongoing costs and specifications and representations are subject to change without notice. While all reasonable care has been taken in providing this information the vendor and any Related Body Corporate and their representatives, consultants and agents accept no responsibility for the accuracy of any information contained in any promotional material or provided to the purchaser;
- (e) the purchaser has made enquiries and is satisfied as to all aspects of the Subdivision, and has obtained independent legal and financial advice in relation to all of the information contained in this Contract; and
- (f) the information contained in promotional material is a guide only and does not constitute an offer, inducement, representation, warranty or contract.

15. Planning Permit

15.1 The purchaser acknowledges and accepts that:

- (a) the vendor has obtained the Planning Permit;
- (b) the vendor has the sole right to seek to amend or vary the conditions contained in the Planning Permit or make application for further planning permits.

15.2 If requested to do so by the vendor or by any relevant Authority, the purchaser shall, within 7 Business Days of being requested to do so, sign any consents or authorities that the vendor may require to enable the vendor to obtain any variation or amendment to the Planning Permit or any further or additional planning permits or any other approvals that may be required or desired to be applied for by the vendor in respect to the Subdivision or the Property before or after Settlement. The purchaser irrevocably appoints the vendor and each director of the vendor jointly and or severally to be the attorney/s of the purchaser for the purposes of signing any consents, applications or approvals required for the purpose of this Special Condition 15.

15.3 The purchaser will not lodge any objection to or do any act or thing, or allow any person claiming through the purchaser or acting on the purchaser's behalf to lodge any objection to or do any act or thing that will in any way delay, obstruct, disrupt, hinder or prevent the vendor from proceeding with the Subdivision or applying for planning permits under this Special Condition 15.

15.4 Should the purchaser or any such person do any act or thing which the vendor acting reasonably considers to be in breach of this Special Condition 15, the vendor may (without prejudice to any other rights of the vendor) give written notice of default to the purchaser.

15.5 The purchaser accepts that a breach of this Special Condition 15 by the purchaser may result in the vendor suffering Loss or damage, which the purchaser shall be liable to compensate the vendor for and the purchaser indemnifies and agrees to keep indemnified the vendor against any Loss, damage, cost or expense which the vendor may incur as a result of such breach whether foreseeable or not. The purchaser acknowledges that the vendor's rights pursuant to this Special Condition 15.5 are in addition to any other rights that the vendor may have at law.

15.6 The purchaser shall not exercise any of the Excluded Rights in respect of any restriction or prohibition on the use or development of or any zoning overlay or reservation affecting the Property under any Law, act or scheme or in any legislation or imposed by any Authority empowered by legislation to control the use or development of the Land including the MSA.

15.7 This Special Condition 15 shall not merge on Settlement of this Contract but shall enure for the benefit of the vendor.

16. No Caveats

16.1 The purchaser must not lodge nor cause or allow any Caveat to be recorded on any of the certificates of title relating to the Parent Title, Draft Plan or the Subdivision, the Land or the Property including over any certificate of title that issues upon Registration of the Draft Plan, and acknowledges that any breach of this Special Condition 16.1:

- (a) may delay or prevent registration of the Draft Plan;
- (b) may delay or prevent settlement of sale of any of the Lots; and
- (c) to the extent that it delays or prevents Registration of the Draft Plan or delays any such settlement of any of the Lots, such breach entitles the vendor to recover from the purchaser any Loss.

16.2 The purchaser irrevocably appoints the vendor and any director of the vendor as its joint and several attorney to sign and lodge a withdrawal of any Caveat lodged by the purchaser.

17. Registration of Draft Plan

Acknowledgement

17.1 The purchaser admits that the Property is sold subject to the provisions of the Subdivision Act and purchases the Property subject to any easements, covenants or similar Encumbrances affecting the Land including those required by this Contract, created or implied by the Subdivision Act and the purchaser must not make any requisition or objection, delay settlement, rescind or terminate this Contract or claim any compensation in relation to any such easements, covenants or Encumbrances.

Registration of Plan of Subdivision

17.2 The purchaser acknowledges that the Property is a Lot on the Draft Plan which has not been Certified or Registered and this Contract is conditional on the Draft Plan being Registered on or before the Sunset Date or such further period as may be agreed upon by the parties.

17.3 The vendor must use all reasonable endeavours to procure the Certification and Registration of the Draft Plan at its own cost.

17.4 The vendor will, as soon as practicable, advise the purchaser in writing of the Registration of the Final Plan.

Fill

17.5 The purchaser acknowledges and agrees that:

- (a) the Property may have been filled, raised, levelled, compacted or cut prior to or after the vendor became registered proprietor of that part of the Site;
- (b) the vendor makes no representation or warranty regarding the amount of any:
 - (i) topsoil that has been or may be removed from the Land; or
 - (ii) filling and regrading that may be required;

- (c) the purchaser has relied upon the purchaser's own searches and enquiries regarding what works to the Land (including the natural surface level of the Land) may be required to permit or allow any construction that the purchaser does, or proposes to, undertake on the Land; and
- (d) the purchaser may not object in respect of any Subdivisional Works that the vendor may be required to undertake to or on the Land.

17.6 Subject to the purchaser's rights under the Sale of Land Act, the purchaser must not exercise any of the Excluded Rights because of anything referred to in Special Condition 17.5.

Disclosure and Acknowledgement regarding Surface Level Works

17.7 If there is a plan attached to this Contract as Annexure D showing Subdivisional Works affecting the natural surface level of the Land, then the vendor discloses to the purchaser and the purchaser acknowledges that:

- (a) the Subdivisional Works affecting the natural surface level of the Land or any land abutting the Land are specified in the plan attached as being the only Subdivisional Works which, to the vendor's knowledge, have been carried out on the Land after the preparation of the Draft Plan and before the Day of Sale or are at the Day of Sale being carried out, or are proposed to be carried out, on the Land;
- (b) the location of service pits, man-holes, sub-stations, telephone or electricity poles within the Site will be affected by the requirements of an Authority; and
- (c) any plans attached disclosing the Subdivisional Works are design plans only and are not as built plans.

17.8 If there is no plan attached to this Contract as Annexure D, then the vendor discloses to the purchaser that:

- (a) the vendor is currently undertaking investigation as to whether (and if so, what) Subdivisional Works affecting the natural surface level of the Land or any land abutting the Land which is a Lot on the Draft Plan may be required prior to Registration of the Draft Plan; and
- (b) if the vendor becomes aware that any Subdivisional Works of the nature described in Special Condition 17.8(a) are required, the vendor will disclose details of those Subdivisional Works to the purchaser in accordance with Section 9AB(3) of the Sale of Land Act as soon as practicable after details of those Subdivisional Works come to the knowledge of the vendor.

17.9 Subject to the purchaser's rights under the Sale of Land Act, the purchaser must not exercise any of the Excluded Rights because of anything referred to in Special Condition 17.7 or Special Condition 17.8.

Vendor's right to amend Draft Plan

17.10 The vendor reserves the right to make amendments to the Draft Plan necessary to secure its Registration.

17.11 Subject to the provisions of Special Condition 18.3 and section 9AC and section 9AH of the Sale of Land Act, the purchaser must not exercise any Excluded Rights because any amendment is made to the Draft Plan after the Day of Sale and the Final Plan does not accord with the Draft Plan as attached to this Contract.

17.12 The restriction set out in Special Condition 17.11 applies, for example, to any minor variation or discrepancy between the number, size or location of any Lot as presently appearing on the Draft Plan and as appearing on the Final Plan.

Vendor's right to create additional licences and encumbrances

17.13 The purchaser acknowledges that to enable completion of the Subdivisional Works and Registration of the Draft Plan the vendor may be required by an Authority after the Day of Sale to:

- (a) enter into agreements (including agreements under section 173 of the PE Act, leases or licences); or
 - (b) create easements, enter into covenants or grant or create other rights and restrictions,
- which may burden and be recorded against the certificate of title to the Land.

Section 173 Agreements

17.14 The purchaser:

- (a) acknowledges that the vendor has or will enter into Section 173 Agreements and the Section 173 Agreements are or may be registered and run with the title to the Land;
- (b) irrevocably authorises the vendor to negotiate the terms of any such Section 173 Agreements; and
- (c) the obligations under the Section 173 Agreements bind the vendor, its successors, assigns and transferees and the registered proprietor for the time being of the Land.

No requisitions

17.15 Subject to the purchaser's rights under the Sale of Land Act, the purchaser must not exercise any of the Excluded Rights because of the creation of anything referred to in Special Conditions 17.10, 17.13 or 17.14.

No Claims

17.16 Subject to the purchaser's rights under the Sale of Land Act, the purchaser must not exercise any of the Excluded Rights because either the Draft Plan is not Registered by the Sunset Date or the Draft Plan is not Registered and this Contract is terminated as a result.

18. Termination rights relating to Registration of Draft Plan

Rescission by either party

18.1 The vendor or the purchaser may rescind this Contract by written notice at any time after the expiry of the Sunset Date but before the Draft Plan is Registered, if the Draft Plan is not Registered by the Sunset Date.

Rescission by Vendor

18.2 The vendor may rescind this Contract by written notice:

- (a) if any requirement imposed in relation to Certification or Registration of the Draft Plan is or are, in the opinion of the vendor, too onerous for the vendor to perform; or
- (b) if Certification or Registration of the Draft Plan is refused other than as a result of the act or omission of the vendor.

Rescission by Purchaser

18.3 The purchaser may rescind this Contract by written notice at any time before the Final Plan is Registered, if any amendment is made to the Draft Plan after the Day of Sale which restricts or limits the use of the Land unless the amendment results from any recommendation of an Authority.

18.4 Special Condition 18.3 and section 10(1) of the Sale of Land Act do not apply in respect of the final location of any easement shown on the Final Plan.

No remedy

18.5 Upon rescission pursuant to Special Condition 18.1, 18.2 or 18.3:

- (a) the Deposit will be refunded together with any accrued interest earned on the investment of the Deposit (less costs, duties and expenses incurred in connection with the investment of the Deposit) but without any compensation whatsoever;
- (b) neither party will have any further liability to the other under this Contract; and
- (c) the rescission is without prejudice to any existing rights and liabilities of the parties under this Contract.

Section 10F of the Sale of Land Act

18.6 If the provisions of section 10F of the Sale of Land Act apply to this Contract:

- (a) the vendor is required to give notice of a proposed rescission under Special Condition 18.1;
- (b) the purchaser has the right to consent to the proposed rescission but is not obliged to consent;
- (c) the vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind this Contract; and
- (d) the Supreme Court may make an order permitting the rescission of this Contract if satisfied that making the order is just and equitable in all the circumstances.

18.7 The purchaser must:

- (a) respond promptly to a notice issued by the vendor under Special Condition 18.6(a); and
- (b) act reasonably and in good faith in determining whether or not to consent to the proposed rescission.

19. Alterations to Draft Plan

19.1 Subject to section 9AC of the Sale of Land Act, the vendor may make such alterations to the Draft Plan as it requires including without limitation amendments that are:

- (a) required to accord with good surveying practice and all Laws;
- (b) required in order to provide and/or deliver services to each Lot;
- (c) required to meet any requirement, recommendation or requisition of the Responsible Authority, the Registrar or any Authority to enable the Final Plan to be Certified by the Responsible Authority and Registered by the Registrar; or
- (d) considered by the vendor to be necessary or desirable for the purposes of the Subdivision which may include:
 - (i) creating additional lots or reducing the number of Lots to create such additional Lots; or
 - (ii) any changes to the Planning Permit.

- 19.2 If the vendor makes any amendment contemplated by Special Condition 19.1 then (subject to section 9AC of the Sale of Land Act) the purchaser must not make any requisition or objection, rescind or terminate this Contract, delay settlement or claim any compensation on the grounds that the Final Plan as Registered by the Registrar does not accord with the Draft Plan.
- 19.3 In accordance with Section 9AC of the Sale of Land Act the vendor will within 14 days after the receipt of any requirement of the Council or the Registrar to amend the Draft Plan or any amendment made by the vendor, advise the purchaser in writing of the proposed amendment.
- 19.4 The purchaser agrees that it is not entitled to make any requisition, objection or claim for compensation or rescind or determine this Contract on the grounds that the Final Plan as Registered does not accord with the Draft Plan in a manner which materially affects the Lot if any variation or discrepancy between the Lot purchased under this Contract and the corresponding Lot as shown on the Final Plan when Registered, or any variation or discrepancy between the number, size or location of any Lot as presently appearing on the Draft Plan and as appears on the Final Plan when Registered is not greater than 5% variation or discrepancy, on the basis that the purchaser agrees that such variation or discrepancy does not constitute a material variation or discrepancy.
- 19.5 If the purchaser is entitled to make a Claim, objection, requisition or if the purchaser is entitled to rescind this Contract pursuant to Section 9AC of the Sale of Land Act, the purchaser must exercise any such right within 14 days of being advised of the variation or discrepancy after which the purchaser shall not be entitled to rescind or make any objection in respect of any variation or amendment to the Draft Plan.
- 19.6 The purchaser is not entitled to make any requisition objection or claim for compensation in respect of any of the following:
- (a) any alteration to Lots other than the Lot purchased under this Contract or any alteration to the number of Lots;
 - (b) any alteration that does not affect the Lot purchased under this Contract;
 - (c) any variation between the Lot purchased under this Contract as inspected by the purchaser and the corresponding Lot as shown on the Final Plan when Registered which is not material;
 - (d) any variation between the number, size or location of the Lots as presently appearing on the Draft Plan and the Lots as they appear on the Final Plan when Registered which is not material; and
 - (e) any alteration to Lots other than the Lot purchased under this Contract or any alteration to the number of Lots.

20. Environment

Acknowledgement

20.1 The purchaser acknowledges that:

- (a) the Land may be subject to Contamination; and
- (b) Contaminants may have emanated from the Land in the past.

Release and Indemnity

20.2 From the Settlement Date, the purchaser:

- (a) will be responsible at its own expense for complying with all Environmental Laws including without limitation, all directions and orders made and policies declared under any Environmental Laws;

- (b) releases the vendor and the vendor's employees, agents and officers from all liability; and
- (c) indemnifies the vendor and the vendor's employees, agents and officers and will keep them indemnified, against all liability, Claims and proceedings in respect of any Loss, damage or expense arising from or in any way connected with,

any Contamination, on, under or emanating from, or which may have emanated from, the Land regardless of when the Contaminant may have come onto the Land or emanated from the Land.

20.3 The vendor need not incur any expense or make any payment to enforce the indemnity in Special Condition 20.2.

No objection

20.4 The purchaser may not object or require the vendor to take any action on account of any Contaminants in, on, under or emanating from the land in the Parent Title, any part of the Site or any adjoining land.

21. Corporate Purchaser

21.1 If the purchaser is or includes a corporation not listed on the Australian Stock Exchange Limited, then:

- (a) each person who signs this Contract on behalf of that corporation:
 - (i) warrants that such person is duly authorised to sign this Contract and the vendor's Statement on behalf of the purchaser and is not prevented from doing so by any legal or other disability; and
 - (ii) will be personally liable for the due performance of the purchaser's obligations under this Contract to the same extent as if the signatory had signed as purchaser.

21.2 The purchaser represents and warrants to the vendor that:

- (a) if the purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the purchaser is a foreign corporation, that it is duly incorporated pursuant to the laws of its country of registration;
- (b) the consent or licence of any person or body is not required for the purchaser to enter into this Contract or to purchase the Property; and
- (c) the purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason including by reason of any trust, charge or undertaking.

22. Trustee Purchaser

22.1 A party which is a trustee is bound both personally and in its capacity as a trustee.

Personal and Trustee Capacity

22.2 If the purchaser acts as trustee of a trust, the purchaser enters into this Contract personally and in its capacity as trustee of that trust (**Relevant Trust**).

22.3 The purchaser must cause any successor of the purchaser and any person who becomes a trustee of the Relevant Trust jointly with the purchaser to execute all documents required by the vendor to ensure that this Contract is binding on such successor.

Trustee Covenants

22.4 The purchaser (in its own right and as a trustee of the Relevant Trust) represents and covenants with the vendor that:

- (a) **(status of the Relevant Trust)** the Relevant Trust is validly constituted and has not been terminated, nor has any action been taken to wind up, terminate or resettle it, nor has any *event* occurred for the vesting of its assets;
- (b) **(status as trustee)** it is a trustee of the Relevant Trust and it has not given any notice of resignation and no action has been taken to *remove* it;
- (c) **(trust power)** it has power under the constituent documents of the Relevant Trust to enter into, and perform its obligations under, this Contract;
- (d) **(trust authority)** all action has been taken that is necessary or desirable under the constituent documents of the Relevant Trust or at law to authorise its entry into this Contract and its performance of its obligations hereunder;
- (e) **(benefit of beneficiaries)** it is entering into this Contract as part of the proper administration of the Relevant Trust for the commercial benefit of the Relevant Trust and for the benefit of the beneficiaries of the Relevant Trust;
- (f) **(right of indemnity)** it has the right to be indemnified out of the assets of the Relevant Trust in relation to any liability arising under or in connection with the proper performance of its obligations under this Contract. The assets of the Relevant Trust are sufficient to satisfy that right in full and it has not released or disposed of its equitable lien over those assets;
- (g) **(compliance with obligations)** it has complied with all fiduciary obligations directly or indirectly imposed on the purchaser; and
- (h) **(no breach)** it is not in breach of any material obligations imposed on it in its capacity as trustee of the Relevant Trust, whether under the constituent documents of the Relevant Trust or otherwise; and
- (i) **(full force and effect)** each of the covenants contained in this Special Condition 22.4 will remain true and correct for as long as this Contract remains in force.

22.5 Except with the prior written consent of the vendor, the purchaser must:

- (a) ensure that the trust deed is not varied, terminated or revoked;
- (b) not retire as trustee of the Relevant Trust or appoint any new or additional trustee;
- (c) not default in its duties as trustee of the Relevant Trust;
- (d) not exercise any power to appoint new beneficiaries or class of beneficiaries;
- (e) not vest or distribute or advance any capital of the Relevant Trust to any beneficiary;
- (f) not sell any of the property of the Relevant Trust except in the ordinary course of the ordinary conduct of the business of the Relevant Trust; and
- (g) not do anything which effects or facilitates the resettlement of the Relevant Trust fund.

23. General Indemnity

23.1 The purchaser indemnifies the vendor against any Loss and all Claims which may be suffered by the vendor as a result of any breach by the purchaser of the terms of this Contract or as a result of any act, neglect or default of the purchaser arising during the performance (or failure to perform) by the purchaser of its duties under this Contract.

23.2 The indemnity in Special Condition 23.1 cannot be revoked.

23.3 The indemnity in Special Condition 23.1 is binding and enforceable against the purchaser notwithstanding any neglect, delay or forbearance on the part of the vendor to exercise its right of indemnity.

24. Default of obligations

24.1 The purchaser is responsible for any Loss incurred or suffered directly or indirectly by the vendor caused or contributed to by the purchaser due to an Event of Default.

24.2 The purchaser must pay to the vendor upon demand any Loss without the necessity for any notice and any default in respect of which the costs are incurred shall be deemed not to have been remedied unless and until such payment is made.

24.3 The vendor need not incur a Loss or make a payment before enforcing a right of indemnity conferred by this Contract and the purchaser must pay the amount owing under the indemnity on demand by the vendor.

24.4 Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the purchaser and survives rescission of this Contract.

24.5 Time shall remain the essence of this Contract notwithstanding any waiver given or indulgence granted by the vendor to the purchaser and the vendor shall be entitled to serve a notice in writing under this Contract at any time after the date of default in respect of which the notice in writing is given.

25. Foreign Investment Review Board Restrictions

Acknowledgment

25.1 The purchaser acknowledges that the vendor has not obtained a certificate under the FT Act to sell to foreign purchasers.

FIRB Declaration

25.2 The purchaser warrants that it will truthfully and accurately complete and execute the FIRB Declaration annexed to this Contract contemporaneously when signing this Contract.

25.3 The purchaser acknowledges that the vendor is relying on the purchaser's warranty in Special Condition 25.2 when entering into this Contract.

No FIRB Approval required

25.4 If the purchaser declares in the FIRB Declaration that the purchaser is not required to obtain FIRB Approval to enter into the Contract, the purchaser:

(a) warrants that FIRB Approval is not required for its purchase of the Property; and

(b) indemnifies the vendor against all Loss and Claims which the vendor may become liable for (including any consequential loss which the vendor may incur or may become liable for) as a consequence of the vendor having relied upon the purchaser's warranty in Special Condition 25.4(a) when entering into this Contract.

25.5 If this Contract does not proceed to Settlement as a consequence of the purchaser's breach of the warranty contained in Special Condition 25.4(a), the Deposit paid by the purchaser will be forfeited to the vendor as its absolute property.

FIRB Approval Obtained

25.6 If the purchaser declares in the FIRB Declaration that:

- (a) it is required to obtain FIRS Approval to enter into the Contract; and
- (b) it has obtained the relevant FIRS Approval,

then:

- (c) the purchaser warrants that FIRS Approval is required for the purchase of the Property and the purchaser has obtained the FIRS Approval; and
- (d) the purchaser must provide a copy of the FIRS Approval to the Vendor upon executing this Contract.

FIRB Approval Required

25.7 If the purchaser declares in the FIRS Declaration that:

- (a) it is required to obtain FIRS Approval to enter into the Contract; and
- (b) it has not yet obtained the relevant FIRS Approval,

then:

- (c) if, within 30 Business Days after the Day of Sale, the purchaser has not received advice in writing from the Treasurer that the Treasurer has no objection to the acquisition of the Property by the purchaser, the vendor may by notice to the purchaser terminate this Contract.

25.8 If the vendor terminates this Contract pursuant to Special Condition 25.7(c), all money paid by the purchaser to the vendor under this Contract will be refunded.

26. MSA Act

26.1 The purchaser acknowledges that the Land may be affected by a recording under the MSA Act.

26.2 If the Land is affected by a recording under the MSA Act, the vendor warrants that all levies required to be paid as a consequence of the Final Plan being Registered will be paid by the vendor, whether before or after Certification and/or Registration of the Final Plan.

26.3 The purchaser shall not be entitled to delay Settlement if the levy has not been paid by the Settlement Date.

26.4 The purchaser agrees that it shall not call upon the vendor to remove the recording as section 47(c) of the MSA Act applies.

27. Services

Purchaser responsible for payment

27.1 The purchaser agrees that it shall be responsible for payment of any statutory or utility fees, including any installation, infrastructure (including NBN infrastructure fees) and connection fees (**Fees**) due to the relevant supplier in connecting the Services or other installations, services and utilities to the Property.

27.2 If the Services referred to in Special Condition 27.1 are connected by the vendor on behalf of the purchaser, the Fees shall be paid in full by the purchaser to the vendor as adjustable items at Settlement.

27.3 The purchaser shall not exercise any Excluded Right as a result of any or all of the Services being available but not connected to the Property on the Settlement Date.

28. Building Works

Acknowledgements

- 28.1 The Building Works are being constructed or are to be constructed under the Building Contract which is a separate contract from this Contract and is a Major Domestic Building Contract.
- 28.2 The purchaser acknowledges that:
- (a) this Contract is not a Major Domestic Building Contract;
 - (b) the vendor is not and will not be carrying out any domestic building work as that term is defined in the *Domestic Building Contracts Act 1995* (Vic); and
 - (c) the obligation of the vendor is to deliver the Property to the purchaser on the Settlement Date subject to the conditions of this Contract and compliance by the purchaser with its obligations under this Contract.

Variations

- 28.3 The vendor may at any time and without reference to the purchaser vary the Plans or the Specifications prior to or during the course of construction of the Development to comply with any requirements of the Responsible Authority, the Registrar, any Authority or the Building Surveyor.
- 28.4 The vendor may at any time and without reference to the purchaser vary the Plans or the Specifications prior to or during the course of construction of the Development in any manner which in the absolute discretion of the vendor or the Vendor's Consultant consider necessary or desirable, provided that where work or materials or colour are substituted the replacement shall, as near as reasonably possible, be of similar quality or standard.
- 28.5 Variations under Special Condition(s) 28.3 and 28.4 include but are not limited to:
- (a) substitution of the fixtures, fittings, finishes and appliances specified in the Plans and Specifications or identified in any marketing materials;
 - (b) changes in the size or design of balconies or other similar structures;
 - (c) changes in the size, nature or location of the Common Property;
 - (d) any changes as a result of site conditions encountered in the execution of the work for the Development; and/or
 - (e) variations which in the absolute discretion of the Vendor's Consultant considers to be desirable or necessary to comply with the dictates of good building practice.
- 28.6 The purchaser must not make any requisition or objection, rescind or terminate this Contract, claim any compensation or delay settlement as a result of any variation, alteration or substitution to the Plans and Specifications made in accordance with Special Condition(s) 28.3 to 28.5 (inclusive).

Completion of Building Works

- 28.7 The Building Works will be deemed to be completed when the vendor obtains a Certificate of Completion.

Certification of Completion

- 28.8 When the vendor is of the opinion that the Building Works have been completed in accordance with this Contract, the vendor will request the Consultant to issue a Certificate of Completion.

- 28.9 The vendor must procure the Consultant to promptly either issue a Certificate of Completion or notice of grounds for its refusal to do so.
- 28.10 The Consultant may certify completion notwithstanding minor defects or omissions on the basis that such defects or omissions must be rectified within the Defects Period.
- 28.11 The determination of the Consultant to issue a Certificate of Completion will be final and binding on the parties and will constitute conclusive evidence that the Building Works are complete.

Purchaser obliged to settle

- 28.12 The purchaser acknowledges that the purchaser must not make any objection or requisition and is not entitled to delay or postpone settlement where an Occupancy Permit has been issued, if any dispute arises or has arisen in relation to:
- (a) the Building Works;
 - (b) the quality or standard of the Goods; or
 - (c) the quality or standard of the fittings and finish of the Property.
- 28.13 The purchaser must proceed with settlement as required by this Contract notwithstanding any dispute of the general nature contemplated by Special Condition 28.12. The purchaser shall not be entitled to delay or postpone settlement on the basis that there remain parts of the Development which are incomplete or that the Works on the Common Property have not been completed.

Vendor's Rescission

- 28.14 The vendor may at any time give written notice to the purchaser that the vendor cannot or will not proceed with the Building Works (by reason of the inability to engage the Builder, inability to enter into contracts to sell Lots, inability to obtain finance or for any other reason whatsoever) and may by that written notice rescind this Contract with immediate effect.
- 28.15 The purchaser must not claim any compensation if this Contract is rescinded pursuant to Special Condition 28.14 and the right to a refund of the Deposit (and any accrued interest) shall be the sole right of the purchaser in connection with such rescission.

Access rights after settlement

- 28.16 The purchaser acknowledges:
- (a) that the Property is part of the Development on which surveying, engineering, construction and other Works contemplated by this Contract are being, or may, after the Settlement Date, be carried out; and
 - (b) that the Builder or others authorised by the vendor may need access to the Property for the purpose of carrying out Works to the Property or Lots adjoining the Property or undertaking Works, tests or inspection of the Common Property.
- 28.17 The purchaser will allow the Builder, its employees and contractors access to the Property (including the Common Property) after the Settlement Date for the purpose of carrying out construction works and rectification works on the Property and adjoining the Lots and the Common Property subject to:
- (a) the access rights only being exercised where it is impracticable, in the reasonable opinion of the Builder, for the construction work to be carried out without obtaining such access and then only to the extent necessary;
 - (b) the vendor endeavouring to ensure:

- (i) except in unforeseen circumstances, that before the access rights are exercised the Builder or the vendor gives the purchaser at least 24 hours' notice; and
- (ii) that the Builder ensures that as little damage is done to the Property and disturbance to its occupants as is practicable having regard to the nature of the work to be carried out and, where there is damage to the Property, it be made good as soon as practicable at the vendor's reasonable expense.

28.18 The vendor and purchaser must use reasonable endeavours to accommodate the need for access to the Property and Building which comprise the Development by the Builder its contractors and employees and the purchaser after the Settlement Date.

Rectification of Defects

28.19 The vendor must use its reasonable endeavours to ensure that the Builder rectifies any omission or defect in the Building Works (excluding minor shrinkage and cracks) due to defects in materials and/or workmanship notified in the Defects List during the Defects Period.

28.20 The vendor will within 7 days prior to the Settlement Date procure the Vendor's Consultant or other representative to attend at the Property with the purchaser at a time notified to the purchaser for the purposes of preparing the Defects List. The vendor will take reasonable steps to procure the Builder to attend to rectification of items on the Defects List as soon as practicable provided however the purchaser acknowledges that:

- (a) despite the existence of a Defects List the purchaser must pay the balance of the Price on the Settlement Date;
- (b) the vendor is not obliged to procure rectification of the items on the Defects List prior to Settlement; and
- (c) the purchaser is not entitled to make a claim against the vendor in respect of defects which are not noted on the Defects List.

28.21 The purchaser acknowledges that possession of the Land will be granted to the Builder under the Major Domestic Building Contract and, subject to general condition 29, the purchaser will not be entitled to access the Property prior to the Settlement Date other than with the written consent of the vendor and the Builder.

28.22 The purchaser must not make any requisition or objection or claim any compensation or rescind or delay completion of this Contract or bring any injunctive proceedings against the vendor or the Builder or any other person as a consequence of any nuisance, noise, dust and other discomfort that may result from:

- (a) any construction work or repair and rectification works being carried out from time to time in or about the Development or the Property after the Settlement Date; or
- (b) marketing of unsold lots in the Development after the Settlement Date including the presence on Common Property or other parts of the Development (but excluding the Property) of any sale signs, insignia and other fixtures and fittings.

29. Owners Corporation

Appointment of Manager

29.1 On Registration of the Draft Plan the vendor is entitled to appoint in its absolute discretion a manager for the Owners Corporation. If the Plan of Subdivision is subject to an Owners Corporation.

Rules

29.2 As from the Settlement Date, the purchaser will be bound by all Rules and any variation or amendment as if the purchaser was a member of the Owners Corporation.

Vendor Owner of Lot(s)

29.3 So long as the vendor is registered or entitled to be registered as the proprietor of one or more Lots on the Final Plan, the purchaser will not without the vendor's prior written consent:

- (a) amend or cast any vote in favour of amending the Rules; and/or
- (b) lease or otherwise dispose of or grant any right over the Common Property or concur in any such lease or disposition or grant; and/or
- (c) vote in respect of any resolution brought at any meeting of any Owners Corporation in any way prejudicial to the interests or requirements of the vendor.

29.4 The purchaser requests and authorises the vendor to cause the first meeting of the Owners Corporation to be held after registration of the Draft Plan and before settlement and to vote in favour of the Owners Corporation:

- (a) passing the resolutions contemplated by this Special Condition 29.4;
- (b) passing all resolutions necessary or desirable to enable the Owners Corporation to grant the rights over the Common Property contemplated by this Contract;
- (c) electing a committee, if the Owners Corporation is to have a committee;
- (d) making rules in the form of the Rules (amended in accordance with this Special Condition for each Owners Corporation);
- (e) passing any resolutions required in order to perfect the staging of the Development or the Draft Plan (if applicable);
- (f) passing any resolutions required in order for the general proper functioning of the building on the Development, including the placing of any signs, boards, antennas or similar objects on the Common Property;
- (g) considering the proposed annual budget of the Owners Corporation and determining the fees and levies payable by members of the Owners Corporation for the following 12 month period;
- (h) if the Owners Corporation is a prescribed owners corporation, considering and approving a maintenance plan, establishing a maintenance fund, setting the amount of any annual fees designated as being for the purposes of the maintenance fund and the conditions for the payment of money out of the maintenance fund;
- (i) providing details of insurance for the Development in accordance with the Owners Corporation Regulations; and
- j) such other resolutions that the vendor considers necessary or appropriate.

29.5 The purchaser acquires its interest in the Common Property subject to all rights over the Common Property:

- (a) contemplated, granted or to be granted under this Contract;
- (b) disclosed in the Draft Plan or the Final Plan;
- (c) disclosed in the Vendor's Statement;
- (d) of the vendor to conduct Works after settlement; and

- (e) of the vendor for signage and naming.

Rules

- 29.6 The purchaser authorises the vendor to modify the Rules (in the absolute discretion of the vendor), including any modifications necessary to adapt the Rules for any limited Owners Corporation.
- 29.7 The purchaser must not make any requisition or objection, delay settlement or claim any compensation because of:
 - (a) anything express or implied in the Rules; or
 - (b) any additions to, variations of or deletions from the Rules notified to the purchaser at any time prior to the Settlement Date.
- 29.8 The purchaser authorises (which authorisation continues with full force and effect after settlement until the vendor is no longer the owner of a Lot) the vendor and must cause the Owners Corporation to authorise the vendor and all persons authorised by the vendor to:
 - (a) conduct any marketing activities whatsoever in the Development;
 - (b) place and maintain in, on and about the Development (excluding the Property) signs in connection with those marketing activities; and
 - (c) place and maintain in, on and about the Development an office or facility from which marketing activities can be conducted.
- 29.9 The purchaser acknowledges that the Rules may be subject to changes and consents and agrees to the Rules being amended and authorises the vendor and/or the relevant Owners Corporation to do all that is necessary to pass the Rules and to have them registered with the Registrar as provided by the Subdivision Act 1988 and further authorises and consents to the vendor or the Owners Corporation making any amendments to the Rules that the vendor believes necessary or desirable to facilitate the Development or for the better management of the Owners Corporation or the Development.
- 29.10 The purchaser agrees that so long as the vendor shall be registered as the proprietor of one or more Lots on the Final Plan the purchaser will not without the prior written consent of the vendor amend or permit the Owners Corporation to amend add to or repeal any Schedule to the Final Plan or the rules of the Owners Corporation or lease or permit the Owners Corporation to lease dispose of or grant any right over the common property or cast any vote in favour of the same or exercise any of the rights powers and privileges granted or accruing to the members of the Owners Corporation in any way prejudicial (as determined by the vendor) to the interests of the vendor.

Owner's Corporation authorisations

- 29.11 The purchaser acknowledges that after registration of the Draft Plan and before the Settlement Date, the vendor may vote in favour of resolutions of the Owners Corporation to:
 - (a) grant rights and give and make all consents, authorisations, directions and permissions for the management and administration of the Owners Corporation and the Common Property;
 - (b) grant rights, including by way of lease, licence or easement over the Common Property to purchasers or occupiers of a Lot or in connection with the vendor, the Builder or others undertaking work on the Common Property or the Development;
 - (c) further subdivide or dispose of the Common Property or any Lots (apart from the Lot hereby sold); and
 - (d) grant and give effect to the rights of the vendor and others contemplated or intended by this Contract.

- 29.12 The purchaser consents to the vendor voting on resolutions contemplated by Special Condition 29.11 and causing the Owners Corporation to grant such rights.
- 29.13 The purchaser confirms the appointment of either the vendor or a nominee of the vendor as proxy for the purchaser for the purposes of this Special Condition 29.
- 29.14 While the vendor is registered or entitled to be registered as proprietor of any Lot, the purchaser must not without first obtaining the written consent of the vendor cast any vote in exercise of any of the rights, powers or privileges that the purchaser is entitled to as a member of the Owners Corporation which would interfere with the rights of the vendor in this Contract.
- 29.15 The purchaser admits that the Land is sold subject to the provisions of the Subdivision Act and in particular subject to:
- (a) the lot entitlement and lot liability and all other information set out in the Final Plan; and
 - (b) the provisions of the Owners Corporation Regulations.

30. Goods and Settlement

Title

- 30.1 Property in the Goods passes to the purchaser upon payment of the Price.

No warranty

- 30.2 The purchaser agrees that neither the vendor nor anyone on behalf of the vendor makes or has made any representation or warranty upon which the purchaser may rely as to the fitness or suitability of the Goods for any particular purpose.

Charge

- 30.3 Where any charge is registered over the vendor under the Corporations Act, the purchaser will not be entitled to call for or to receive a registrable form of release of that charge but must instead accept a letter of comfort from the holder of the charge confirming the release of the Property from that charge;
- 30.4 This Special Condition 30 does not limit the liability of the vendor to provide a discharge or withdrawal of any registered mortgage or Caveat recorded on the Title.

31. Information and ancillary negotiations

- 31.1 The purchaser acknowledges:

- (a) no information, representation or warranty provided or made by the vendor, the vendor's Agent or the vendor's legal practitioner was provided or made with the intention or knowledge that it would be relied upon by the purchaser;
- (b) no information, representation or warranty has been relied upon;
- (c) the purchaser relies only on the purchaser's inspection of, and searches and enquiries in connection with, the Property; and
- (d) to the extent permissible by law, the vendor is not liable to the purchaser in connection with any information, representation or warranty provided or made by or on behalf of the vendor.

- 31.2 Nothing in Special Condition 31.1 affects any warranty in this Contract.

32. Duty

Notwithstanding anything contained in this Contract, the vendor does not make any warranty or representation as to the amount of Duty which shall be payable on the transfer of the Land and the purchaser acknowledges that the purchaser releases the vendor from any Claim in that respect and the purchaser shall be liable for all Duty assessed in relation to that transfer and shall keep the vendor indemnified at all times against all liabilities, Claims, proceedings and penalties whatsoever under the Duties Act relating to this Contract.

33. Australian Consumer Law

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

33.2 The purchaser acknowledges and agrees that:

- (a) before signing this Contract the purchaser has:
 - (i) obtained or has been given the opportunity to obtain independent advice considered relevant to the purchaser; and
 - (ii) negotiated, or has had the opportunity to negotiate, the terms of the Contract; and
- (b) the rights given to the vendor under this Contract are reasonably necessary to protect the legitimate interests of the vendor.

34. General

Joint Parties

34.1 An undertaking, warranty, agreement, representation, provision or obligation in this Contract that is made or given by, or which applies to, more than one person, or which extends to, or is for the benefit of, more than one person, binds and extends to, or is for the benefit of, as the case may be, all of them jointly and each of them severally.

34.2 For the purposes of Special Condition 34.1, an undertaking, warranty, agreement, representation, provision or obligation in this Contract that:

- (a) is made or given by, or which applies to, a purchaser, is deemed to be made or given by, or apply to, as the case may be, all of the purchasers;
- (b) extends to, or is for the benefit of, a purchaser, is deemed to extend to, or be for the benefit of, as the case may be, all of the purchasers;
- (c) is made or given by, or which applies to, a vendor, is deemed to be made or given by, or apply to, as the case may be, all of the vendors; and/or
- (d) extends to, or is for the benefit of, a vendor, is deemed to extend to, or be for the benefit of, as the case may be, all of the vendors.

Costs and Stamp Duty

34.3 Unless stated otherwise in this Contract, the vendors and the purchaser will pay their own legal costs, charges and expenses of and incidental to the negotiation, preparation, execution and completion of this Contract.

34.4 The purchaser must pay all Duty (including stamp duty) and charges which are payable under this Contract or any payment, receipt or other transaction contemplated by it or by this Contract.

Entire agreement

- 34.5 This Contract contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this Contract other than those expressly stated in ii or necessarily implied by statute. This Special Condition is for the benefit of the vendor, the vendor's estate agent and their respective servants, agents and employees.
- 34.6 The purchaser acknowledges that there is no other agreement or collateral warranty subsisting at the time of signing this Contract which relates to the Property sold.

Further assurances

- 34.7 Each party must (at its own expense) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to the provisions of this Contract.

Severability

- 34.8 If a provision of this Contract is invalid or unenforceable in a jurisdiction:
- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
 - (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.
- 34.9 A party may conditionally or unconditionally give or withhold its approval or consent in its absolute discretion unless this Contract expressly provides otherwise.

Time is of the essence

- 34.10 Time is of the essence for the purposes of any time limit stated in this Contract.

Variation

- 34.11 A variation of any term of this Contract must be in writing and signed by the parties.

Waiver

- 34.12 A provision of a right created by this Contract cannot be waived except by a waiver in writing signed by the party granting the waiver and will be effective only to the extent specifically set out in that waiver.
- 34.13 No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this Contract will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this Contract.

No Merger

- 34.14 The provisions of this Contract capable of having effect after the Settlement Date do not merge on Settlement or the transfer of the Land and continue to have full force and effect after Settlement.

Governing law and jurisdiction

- 34.15 This Contract and any disputes or Claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or Claims) are governed by, and shall be construed in accordance with, the laws of Victoria, Australia.
- 34.16 The parties irrevocably agree that the courts of Victoria, Australia have exclusive jurisdiction to settle any dispute or Claim that arises out of, or in connection with, this Contract or its subject matter or formation (including non-contractual disputes or Claims).

INFORMATION ONLY

Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

And

Contract of Sale of Land

Property address: 23A INVERLOCH STREET, PRESTON VIC 3072 Being Lot 1 om
Proposed Plan of Subdivision PS930359Q

Vendor: Zlatko Mickoski & Mirjana Mickoska

Purchaser:

Prepared by:
Anthonys Solicitors

Email: nadia@anthonyslegal.com.au

Ref: 25/1003

Vendor Statement

The vendor makes this statement in respect of the land in accordance with [section 32](#) of the Sale of Land Act 1962.

This statement must be signed by, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land: 23A INVERLOCH STREET, PRESTON VIC 3072 Being Lot 1 om Proposed Plan of Subdivision PS930359Q

SIGNED BY THE VENDOR

Name: Zlatko Mickoski

On ___/___/20___

SIGNED BY THE VENDOR

Name: Mirjana Mickoska

On ___/___/20___

State nature of authority if applicable.

Not Applicable

State nature of authority if applicable.

Not Applicable

SIGNED BY THE PURCHASER

Name:

On ___/___/20___

State nature of authority if applicable.

Not Applicable

SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments	✓	Subdivision		Building insurance
✓	Title		Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning	✓	Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

Attached

Further information:

TITLE

Attached are copies of the following documents:

- (a) Register Search Statement and the document referred to as the diagram location in the Register Search Statement.
- (b) Evidence of the vendor’s right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

LAND USE & SERVICES

(a) Easements, covenants, or other similar restrictions

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

Attached copies of title document/s.

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

(b) Services

The following services are NOT connected to the land:

Electricity supply Gas supply Telephone Water supply Sewerage

(c) Road access Yes No

PLANNING

(a) Planning scheme

Attached is a certificate with the required specified information.

(b) Designated bushfire prone area

Yes No Under [section 192A](#) of the [Building Act 1993](#)

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

Contained in the attached certificate/s.

(b) Particulars of any charge under any Act

Amount owing: \$ To Chargee:

Other particulars (including dates and times of payments):

SUBDIVISION

(a) Unregistered

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

Attached is a copy of the latest version of the plan certified but not yet registered.

(b) Staged subdivision

This section applies only if the land is part of a staged subdivision within the meaning of [section 37](#) of the Subdivision Act 1988.

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

The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

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

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

(c) Further plan of subdivision

This section applies only if the land is subject to a subdivision in respect of which a further plan within the meaning of the [Subdivision Act 1988](#) is proposed.

Attached is a copy of the plan of subdivision not yet certified.

OR

Attached is a copy of the latest version of the plan certified but not yet registered.

BUILDING PERMITS

Is there a residence on the land? Yes No

If yes, particulars of any building permit issued under the [Building Act 1993](#) in the preceding 7 years are:

Attached.

DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

Urban living

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.

For more information, visit the [Commercial and industrial noise page on the Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)
- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal on the Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page on the Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [New landholders section on the Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page on the Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page on the Department of Environment, Land, Water & Planning website](#).

Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website](#)
- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website](#).

Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website](#).

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website](#).

Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website](#).

Planning controls affecting 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.

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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website](#).

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website](#).

Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website](#).

Building permits

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.

For more information about building regulation, visit our [Building and renovating section](#).

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website](#).

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website](#).

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.

For help choosing an energy retailer, visit the [Victorian Energy Compare website](#).

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website](#).

For information on the National Broadband Network (NBN) visit the [NBN Co website](#).

Buyers' rights

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.

For more information, view our [Buying property section](#).

Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Australian Institute of Conveyancers \(Victorian Division\) website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)
- [Strata Community Australia \(Victoria\) website](#).

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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 11027 FOLIO 208

Security no : 124130491371G
Produced 04/12/2025 03:41 PM

LAND DESCRIPTION

Lot 1 on Title Plan 610980W.
PARENT TITLE Volume 06912 Folio 201
Created by instrument AF308019X 31/08/2007

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ZLATKO MICKOSKI
MIRJANA MICKOSKA both of 6 TAMARA COURT THOMASTOWN VIC 3074
AU818479L 17/09/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY231669R 23/07/2024
SUNCORP-METWAY LTD

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

DIAGRAM LOCATION

SEE TP610980W 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: 23 INVERLOCH STREET PRESTON VIC 3072

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 23/07/2024

DOCUMENT END

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Document Type	Plan
Document Identification	TP610980W
Number of Pages (excluding this cover sheet)	1
Document Assembled	04/12/2025 16:14

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

TITLE PLAN		EDITION 1	TP 610980W
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<p>Location of Land</p> <p>Parish: JIKA JIKA Township: Section: Crown Allotment: Crown Portion: 145(PT)</p> <p>Last Plan Reference: LP12520 Derived From: VOL 6912 FOL 201 Depth Limitation: NIL</p>	<p>Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
---	--

<p>Description of Land / Easement Information</p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 23/08/2000 VERIFIED: SO'C</p>
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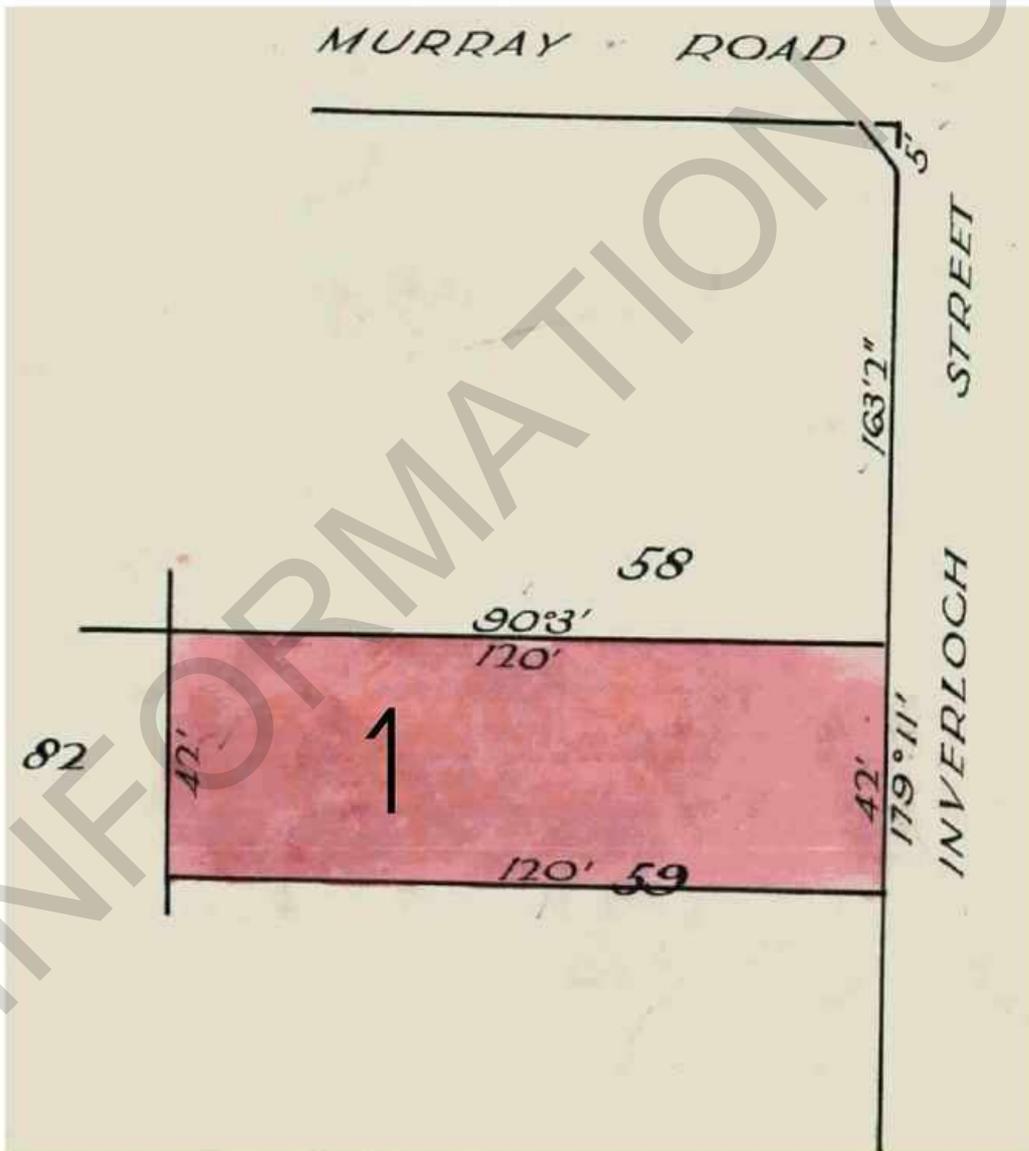


TABLE OF PARCEL IDENTIFIERS	
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	
PARCEL 1 = LOT 59 (PT) ON LP12520	

New Street Address Allocations Information

Advice of street address and lot location of each lot on the plan.

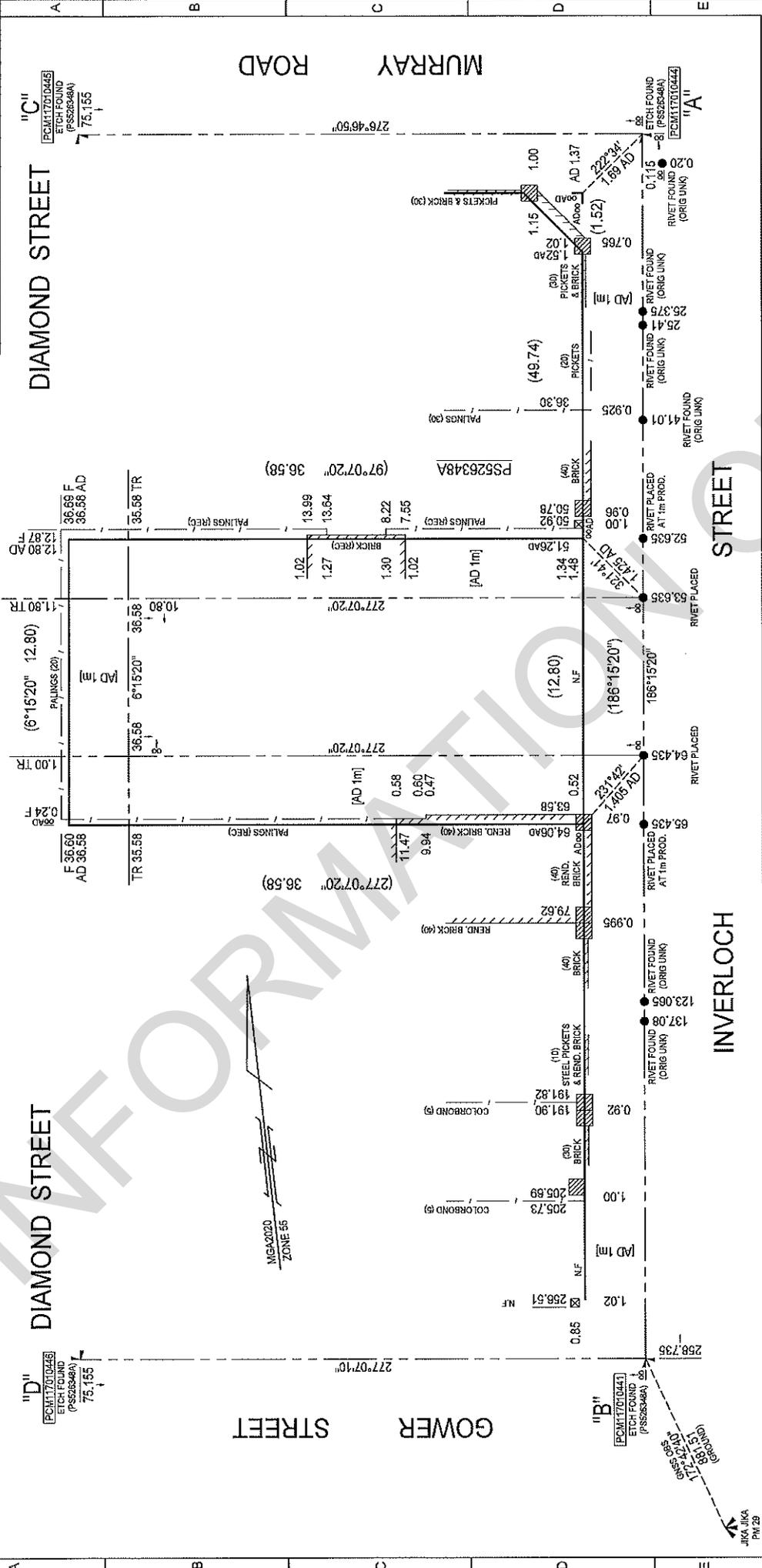
Plan No: PS930359Q
Certified: 28/08/2025
No. of Lots: 2
Council Name: Darebin City Council
Council Ref No: D/221/2025, SUB/61/2025
SPEAR Ref No: S249177V
Property: 23 INVERLOCH STREET, PRESTON VIC 3072

Lot Number	House Number	Road Name	Road Type	Locality
1	23A	Inverloch	STREET	PRESTON
2	23B	Inverloch	STREET	PRESTON

The above plan was unregistered at the time that these addresses were supplied by Council. You may wish to check the final addressing data for lots on this plan in Vicmap once it is registered.

Date: 21/05/2025

PS930359Q



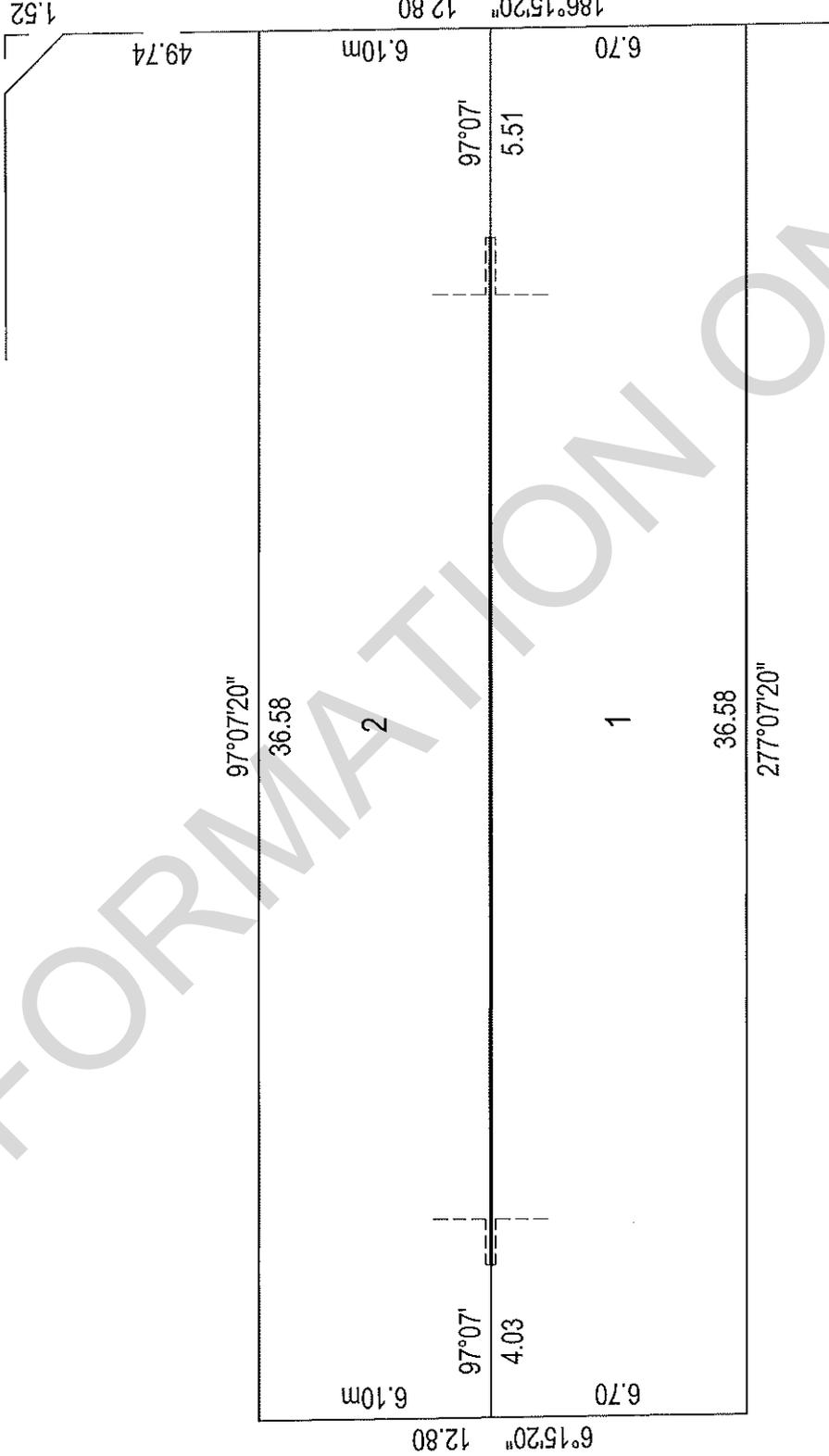
AMENDMENTS		ABSTRACT OF FIELD RECORDS		NOTATIONS		CERTIFICATION BY SURVEYOR	
TERRAIN CONSULTING GROUP PTY LTD 418 HIGH STREET KEW VIC 3101 PH 9853 3352 FAX 9853 8907		COUNTY OF BOURKE PARISH OF JIKA JIKA CROWN PORTION 145 (PART)		BEARING DATUM MGA2020 ZONE 58 FROM GNSS OBSERVATIONS TO PCM117010441, PCM117010444 & JIKA JIKA PM 29 RE-ESTABLISHMENT DATUM DATUM 'A' - 'B' - 'C' - 'D' VIDE PS526348A SAME DATUM AS PS526348A SUBTRACT 7°04'20" FOR LP12520 & TITLE DATUM		I, Cameron Leigh McInnes of 418 High Street, Kew, VIC, 3101, certify that this abstract of field records correctly represents the results of the survey effected under my direction and supervision and marked on the ground in accordance with the Surveying Act 2004, that the survey accuracy accords with that required by regulation 7(1) of the Surveying (Cadastral Surveys) Regulations 2016 and that this abstract of field records correctly represents the adopted boundaries and the related features existing on 02/07/2025.	
SURVEYORS REF. 25012		SHEET SIZE A3		SHEET 1 OF 1		Digitally signed by Cameron Leigh McInnes 21/07/2025 SPEAR Ref: S249177V Licensed Surveyor, Surveying Act 2004	

PLAN OF SUBDIVISION			EDITION 1	PS930359Q
LOCATION OF LAND			<p>Council Name: Darebin City Council</p> <p>Council Reference Number: SUB/61/2025 Planning Permit Reference: D/221/2025 SPEAR Reference Number: S249177V</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Laura Giangregorio for Darebin City Council on 28/08/2025</p> <p>Statement of Compliance issued: 13/10/2025</p>	
PARISH:	JIKA JIKA			
TOWNSHIP:	----			
SECTION:	----			
CROWN ALLOTMENT:	----			
CROWN PORTION:	145 (PART)			
TITLE REFERENCE:	VOLUME 11027 FOLIO 208			
LAST PLAN REFERENCE:	LOT 1 ON TP610980W			
POSTAL ADDRESS: (at time of subdivision)	23 INVERLOCH STREET PRESTON VIC 3072			
MGA2020 CO-ORDINATES (of approx. centre of land in plan)	E 325 145 N 5 821 195	ZONE: 55 GDA 2020		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		<p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN - ALL BOUNDARIES</p>	
NIL	NIL			
NOTATIONS				
<p>STAGING: THIS IS NOT A STAGED SUBDIVISION</p> <p>PLANNING PERMIT No.: D / 221 / 2025</p> <p>DEPTH LIMITATION: DOES NOT APPLY.</p> <p>SURVEY: THIS PLAN IS BASED ON SURVEY.</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s): PM 29 IN PROCLAIMED SURVEY AREA No.:-</p>				
EASEMENT INFORMATION				
<p>LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)</p>				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
<p>TERRAIN CONSULTING GROUP PTY LTD 418 HIGH STREET KEW VIC 3101 PH 9853 3352 FAX 9853 8907</p>		<p>SURVEYORS FILE REF: 25012</p>		<p>ORIGINAL SHEET SIZE: A3</p>
		<p>Digitally signed by: Cameron Leigh McInnes, Licensed Surveyor, Surveyor's Plan Version (2), 21/07/2025, SPEAR Ref: S249177V</p>		<p>SHEET 1 OF 2</p>

PS930359Q

MURRAY ROAD

INVERLOCH STREET



TERRAIN CONSULTING GROUP PTY LTD 418 HIGH STREET KEW VIC 3101 PH 9853 3352 FAX 9853 8907 SURVEYORS FILE REF: 25012		SCALE 1:125		1.25 0 1.25 2.5 3.75 5 LENGTHS ARE IN METRES		ORIGINAL SHEET SIZE: A3	SHEET 2
Digitally signed by: Cameron Leigh McInnes, Licensed Surveyor, Surveyor's Plan Version (2), 21/07/2025, SPEAR Ref: S249177V		Digitally signed by: Dairebin City Council, 28/08/2025, SPEAR Ref: S249177V					

LICENSED SURVEYOR'S REPORT

Surveyor's Name: Cameron Leigh McInnes
Plan No: PS930359Q
Survey Reference No: 25012

Address: 23 Inverloch Street, Preston 3072

Purpose of Survey: To support a two (2) lot subdivision under Section 22 of the Subdivision Act 1988

Crown Description of Land: County of Bourke
Parish of Jika Jika
Crown Portion 145 (Part)

Folios of Register: Volume 11027 Folio 208, being Lot 1 on TP610980W.

Municipality: Darebin City Council

Appurtenant Easements & Abuttals: The property abuts Inverloch Street along its eastern boundary. Inverloch Street is known to Title.

Encumbrances: The property is free of any registered easements.

Survey Information Used: PS526348A.

Survey Information Perused: RE47296.

Datum Relationships: Bearing Datum
MGA2020 Zone 55 vide GNSS NRTK observations based on the mean of two sets of three (3) minute observations separated by a minimum of twenty (20) minute intervals to PCM117010441 and PCM117010444, and verified by connection to Jika Jika PM 29.

Re-establishment Datum
PS526348A has been adopted as the re-establishment datum. PS526348A purports to re-establish the bearings and alignments of our parent plan LP12520. PS526348A abuts the LUS to the north.

LP12520 & Title
Subtract 7°04'20" for LP12520 and Title bearings.

PS526348A
The bearings of PS526348A have been re-established from the etches found at "A" and "B". Good agreement was obtained between these points and was verified by the etches found at "C" and "D".

"A" – "B"	Bearing	Distance
Survey	186°15'20"	258.735
PS526348A	186°15'20"	258.715
Δ	0°00'00"	0.020

It is therefore considered that this survey and PS526348A are on the same bearings.

Alignments & Boundaries Adopted: The alignments of Inverloch Street and Murray Road as set out in LP12520 have been adopted in accordance with PS526348A, laid out from the etch found at "A".
From these alignments, Title dimensions have been laid out accordingly, and adopts the common boundary with PS526348A.

Occupation: Refer to the Abstract of Field Records for departures of occupation from the adopted title boundaries and approximate age of occupation.

Old Survey Mark and Placement of PMs, PCMs: This survey has been connected to an existing PM and four (4) existing PCMs. These marks are all in good condition.

Refer to Abstract of Field Records for further details.

Need for Amendment of the Folio: Nil.

Connection to MGA2020/SCN This survey has connected to MGA2020 Zone 55 vide co-ordinates derived by GNSS NRTK observations. Co-ordinates derived were verified by connection to Jika Jika PM 29 (CSF 0.9999672), with variation in the horizontal component within acceptable limits specified in Section 2.3.4 of the *Surveyor-General's Practice Directives, July 2021*.

PM 29	Eastings	Northings
GNSS Survey	325 253.792	5 820 121.770
SMES co-ordinates	<u>325 253.784</u>	<u>5 820 121.764</u>
	<u>Δ 0.008</u>	<u>0.006</u>

Connection to PMs/PCMs This survey has connected to Jika Jika PM 29, existing PCM117010441 and PCM117010444-46. These marks are all in good condition. This connection satisfies the monumentation requirements of *Regulation 11(3), Surveying (Cadastral Surveys) Regulations 2015*.

Effect on Government Road or Crown Lands: Government Road widths have been maintained.
No Crown Land is affected.

Date of Equipment Calibration: The survey was carried out using a Nikon Nivo 2.M Serial No.D120559 which was calibrated on the 24 February 2025 at the Mitcham baseline.

Proclaimed Survey Area: No

Advice as to the Land Marked Out: Appropriate marking of lot boundaries has been made and has since been destroyed. Boundary defining walls and structures were located on 2 July 2025.

Currency Conditions: This survey is considered to be up to date.

Licensed Surveyor: DIGITALLY SIGNED



Department of Transport and Planning

Lodgement Summary Report

Page 1 of 1

Produced: 09/12/2025 04:43:14 pm

Agent :
Customer : 17382L NELSON PROPERTY TRANSFER SERVICES
Address : LEVEL 2 77 YARRA STREET
 GEELONG VIC 3220

Lodgement No: 9946643

Lodgement Date: 09/12/2025

Total Lodging Fees: \$1,139.40

<u>Dealing</u>	<u>Dealing Type</u>	<u>First Folio</u>	<u>Reference</u>	<u>Status</u>	<u>Lodging Fee</u>	<u>Nom Fee</u>	<u>Corr Fee</u>	<u>Total Fee</u>
PS930359Q	SECTION 22 (SUBDIVISION)	11027/208	ZN:180975877	Unregistered	\$1,139.40	0.00	0.00	\$1,139.40
Total Fees:					\$1,139.40	0.00	0.00	\$1,139.40

Number of Dealings

Registered : 0
Unregistered : 1
Presented : 1

Lodged By:

Name: NELSON PROPERTY TRANSFER SERVICES

Reference: ZN:180975877

Customer code: 17382L

SUBDIVISION OR CONSOLIDATION

Privacy Collection Statement:

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

The applicant applies for registration of the plan described under Section 22 of the Subdivision Act 1988.

Land:

VOLUME: 11027 FOLIO: 208

Applicant(s):

ZLATKO MICKOSKI

6 TAMARA COURT THOMASTOWN VIC 3074

MIRJANA MICKOSKA

6 TAMARA COURT THOMASTOWN VIC 3074

Plan Number:

PS930359Q

Council in which land is located:

Darebin City Council

SPEAR Reference Number:

S249177V

Execution:

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of ZLATKO MICKOSKI

MIRJANA MICKOSKA

Signer Name ZACHARY FRANCIS NELSON

Signer Organisation NELSON PROPERTY TRANSFER SERVICES

Signer Role CONVEYANCING PRACTICE

Execution Date 09 December 2025

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1206157

APPLICANT'S NAME & ADDRESS

ANTHONY'S SOLICITORS C/- INFOTRACK (SMOKEBALL) C/-
LANDATA

MELBOURNE

VENDOR

MICKOSKI, ZLATKO

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

366904

This certificate is issued for:

LOT 1 PLAN TP610980 ALSO KNOWN AS 23 INVERLOCH STREET PRESTON
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 2
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/darebin>

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

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

04 December 2025

Sonya Kilkeny
Minister for Planning

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

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

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

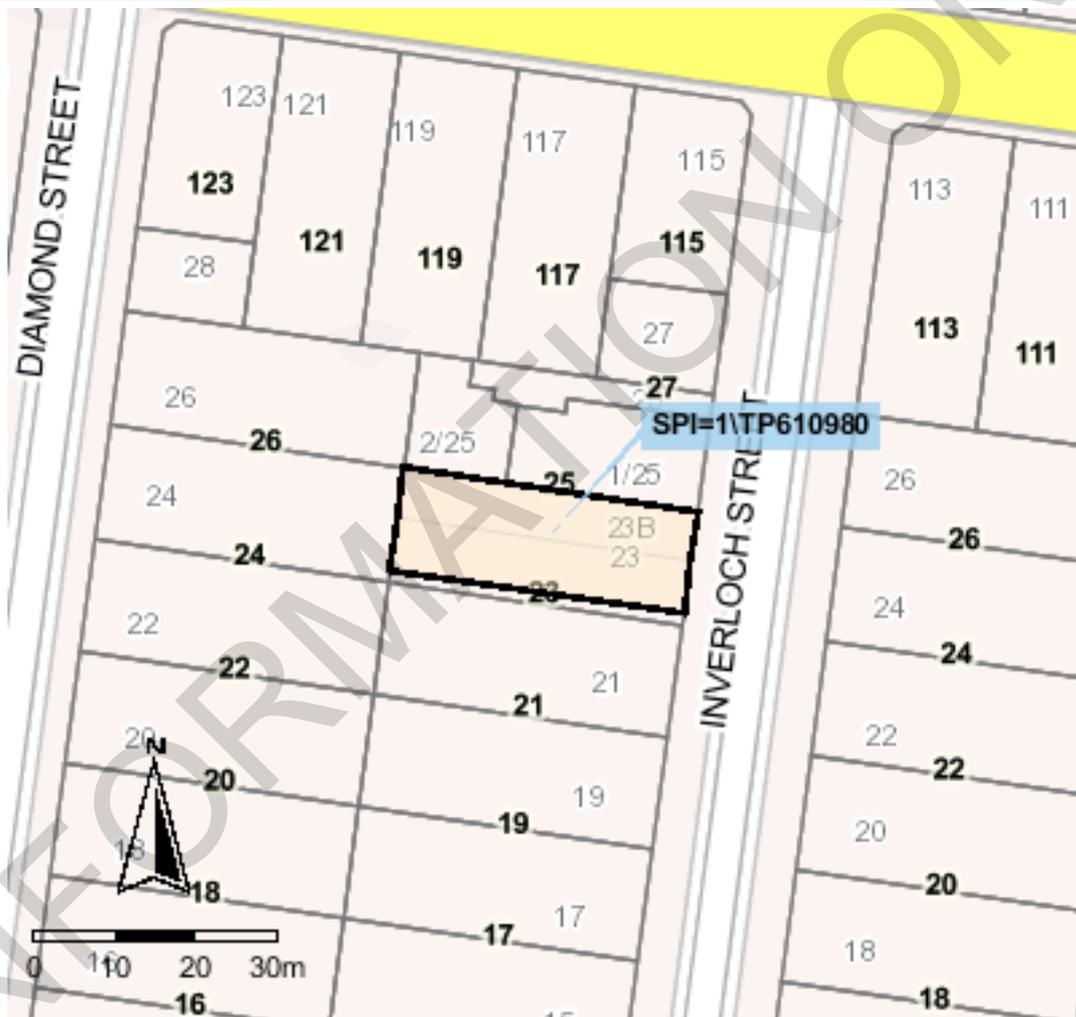
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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Privacy Statement

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ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anthony's Solicitors C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 366904

NO PROPOSALS. As at the 10th December 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

23 INVERLOCH STREET, PRESTON 3072
CITY OF DAREBIN

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

Date of issue: 10th December 2025

Telephone enquiries regarding content of certificate: 13 11 71

Certificate Number: 3823/2025
Darebin Reference Number: 1930.7

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

**LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989**

Date of Issue	04-Dec-2025
Assessment Number	1930.7
Applicant Reference	79005329-013-7:121496
Certificate Number	3823/2025
Property Location	23 Inverloch Street PRESTON VIC 3072
Property Description	CT-06912/0201 LOT 59 LP 12520 AVPCC

This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

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

The level of value date is 1-Jan-2025 and the date of operation of the valuation for this property is 01-July-2025.

Site Value	\$810,000
Capital Improved Value	\$1,010,000
Net Annual Value	\$50,500

Certificate Number: 3823/2025
Darebin Reference Number: 1930.7

Rates and charges levied for the period 01/07/2025 - 30/06/2026

Council uses Capital Improved Value for rating purposes at the following rate in the \$:

Residential	0.00181084	Residential Vacant Land	0.00543252
Business	0.00316897	Business Vacant Land	0.00724336
Vacant Retail Land	0.00724336	Mixed Use Land	0.00253517

Arrears to 30-Jun-2025	\$0.00
Arrears of Legal Fees	\$0.00
General Rates	\$1,828.95
Emergency Services Volunteers Fund	\$310.75
Environmental Charge	\$417.15
Interest on Current Rates to Date	\$0.00
Interest on Arrears to Date	\$0.00
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Concession	\$0.00
Less FSPL Rebate	\$0.00
Less Payments	\$0.00
Rates and Charges due:	\$2,556.85
Special Rates and Charges due:	\$0.00
Total due for property: 23 Inverloch Street PRESTON VIC 3072	\$2,556.85

Pay settlements by:

- BPAY quoting Biller Code: **7831** and reference number **19307**
To pay \$2,556.85
- BPAY quoting Biller Code: **7831** and reference number **SOLAR 19307**
To pay \$0.00
- Council's website by Visa or MasterCard visiting darebin.vic.gov.au
Reference number 19307 to pay \$2,556.85
Reference number SOLAR19307 to pay \$0.00

To obtain a Land Information Certificate update please telephone 03 8470 8880 or email revenue@darebin.vic.gov.au with your certificate number and the property address.

Certificate Number: 3823/2025
Darebin Reference Number: 1930.7

General Information

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to revenue@darebin.vic.gov.au

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit www.darebin.vic.gov.au to view a copy of Council's Policy.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 3823/2025
Darebin Reference Number: 1930.7

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$30.60 being the fee for this certificate.

A handwritten signature in black ink, appearing to read "Yvonne Condello".

Yvonne Condello
REVENUE SERVICES COORDINATOR

INFORMATION ONLY

4th December 2025

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-
LANDATA

Dear Anthony's Solicitors C/- InfoTrack (Smokeball) C/- ,

RE: Application for Water Information Statement

Property Address:	23 INVERLOCH STREET PRESTON 3072
Applicant	Anthony's Solicitors C/- InfoTrack (Smokeball) C/- LANDATA
Information Statement	30995879
Conveyancing Account Number	7959580000
Your Reference	366904

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
- Conditions of Connection and Consent
- Rates Certificate

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	23 INVERLOCH STREET PRESTON 3072
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	23 INVERLOCH STREET PRESTON 3072
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STATEMENT UNDER SECTION 158 WATER ACT 1989

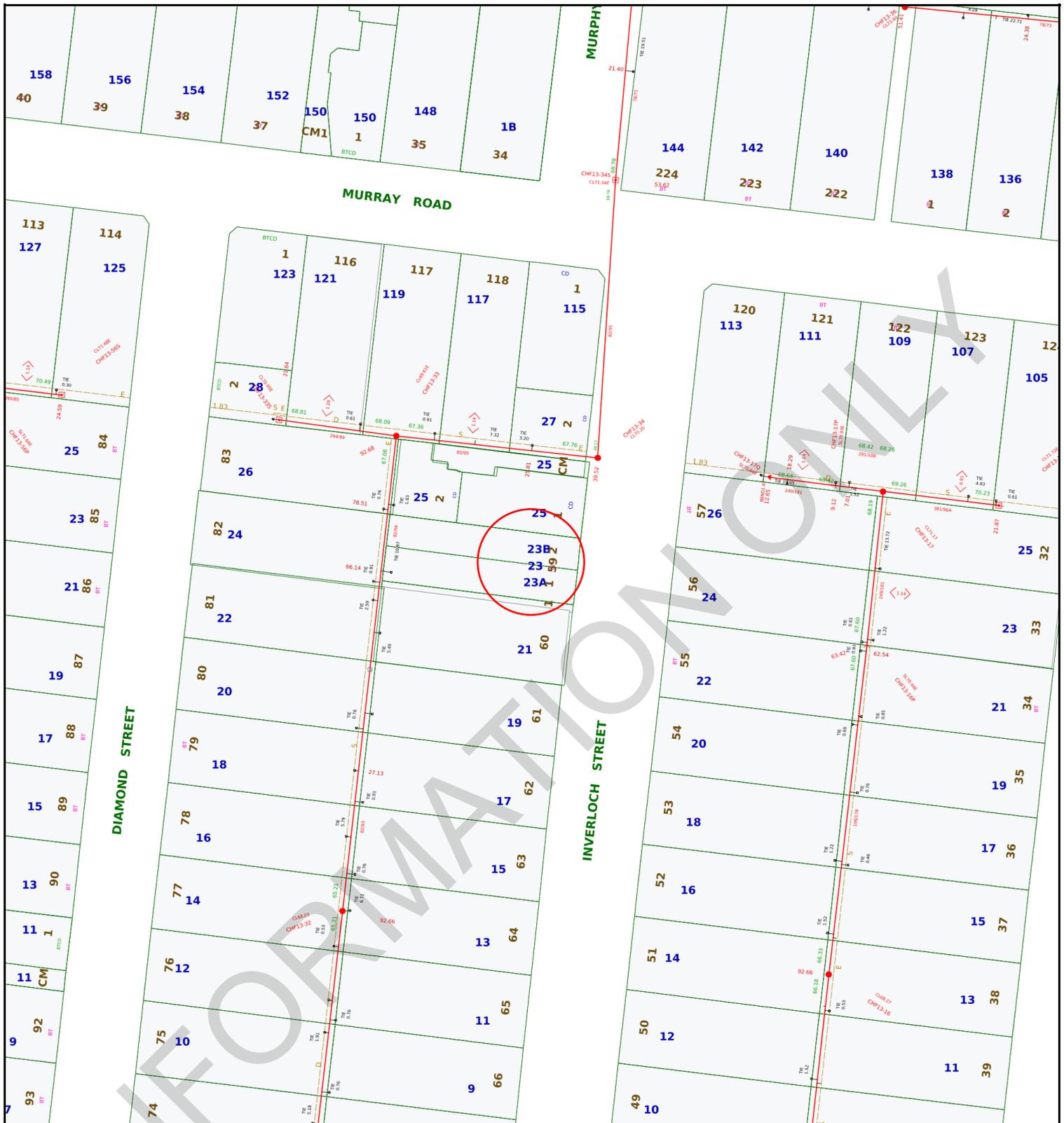
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30995879**

Address	23 INVERLOCH STREET PRESTON 3072
Date	04/12/2025
Scale	1:1000



ABN 93 066 902 501

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

23rd October 2024

Application ID: 655009

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Connection Details

Product	Pipe Material	Pipe Size	Qty	Street where main located
20mm Connection - Drinking Water	UPVC - MODIFIED	100	1	Inverloch Street

Required Services

Product	Qty
20mm Connection - Drinking Water	1
Std 20mm DW Meter & Installation (incl meter w/lock)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	229035

Multiple Lots

Number of Lots	2
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Specific conditions affecting encumbrances on property:

Private Main

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 2018 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

Driveways and paving are permitted over Yarra Valley Water sewer assets, provided they maintain a minimum vertical cover of 900 millimetres and a maximum thickness of 125 millimetres. In the event that access to sewer assets is required, Yarra Valley Water will perform reinstatement using plain concrete only.

Any proposed stormwater pipe must have a minimum 300 millimetre horizontal clearance and a minimum 150 millimetre vertical clearance from any sewer main or branch servicing the property, servicing an adjoining property or multiple property branches. The stormwater pipes must have

minimum 1 metre horizontal clearance from the centreline of the sewer main for any maintenance structure. Drainage pits require a minimum 1.5 metres clearance from the centreline of the sewer main for any maintenance structure. Sewers must always cross pipelines as close to 90° as practicable, but not less than 45°.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Water's meter installation contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's meter installation contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's meter installation contractor on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Yarra Valley Water's meter installation contractor.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's meter installation contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water's meter installation contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tappings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's meter

installation contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's meter installation contractor can be contacted on 1300 735 328

Whether you have elected your plumber or Yarra Valley Water to carry out the excavation, please contact Yarra Valley Water's meter installation contractor on 1300 735 328 to schedule a date and time. Prior to our meter installation contractor attending on site to carry out the scheduled work you will be required to clearly mark your preferred location for the service. If the preferred location is not marked, the work will not be undertaken and you will incur a wasted site visit fee. Please note; bookings can take up to three (3) business days to generate after payment is made.

Should you wish to reschedule the booking, Yarra Valley Water's meter installation contractor can be contacted on 1300 735 328. If you cancel or reschedule a booking within 24 hours of the scheduled date / time a wasted site visit fee will apply. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable), to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's meter installation contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

Meter assemblies must adhere to Yarra Valley Water's metering technical drawings which can be found at www.yvw.com.au/help-advice/develop-build/plumbers/water-metering-and-servicing

The installation of pumps on any water service to boost pressure or fill storage tanks directly from a water main is prohibited. Pumps may only be installed on the outlets of storage tanks filled under mains pressure.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

Properties being developed that are serviced by a combined drain shared with adjoining properties will require sewer works. Yarra Valley Water's development policy does not permit additional lots to

connect to an existing combined drain. The developer must provide separate sewer connection points. This may require either the construction of new sewer connections or a sewer extension which will be at the developer's expense.

If this combined drain development requirement is not met a statement of compliance will not be issued to Council.

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

The existing sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the existing sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

INFORMATION ONLY

CONDITIONS OF CONSENT

The following conditions are subject to Sections 136, 268, 269 and 270 of the Water Act 1989 covering conditions of subdivision, new connections and contributions for works.

CONDITIONS RELATING TO NEW CONNECTIONS / COMPLETION OF WORKS / ISSUE OF CONSENT

This development must comply with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. If your plans of the proposed works do not comply with these conditions you must either amend your planned development to comply with these conditions or else undertake works to relocate or protect Yarra Valley Water assets in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. Note for subdivisional developments where corrective action is required and has not been undertaken a statement of compliance will not be issued to Council.

All developments within our licensed area are subject to the payment of New Customer Contributions as set by the Essential Services Commission. These contributions are necessary as the development work you will be completing places increased demand on our hydraulic services. These funds are then used to further develop the network to meet the needs of the growing urban community. The fees for your development are detailed in the invoice/statement. Further details can be found by visiting the Essential Services Commission website at www.esc.vic.gov.au.

The New Customer Contribution fees remain valid for 90 days from the date of this letter and are based on the information provided in your application. Further fees may be imposed if it is found that this development involves works other than declared on your application. If there are changes to the details supplied or if the approval period expires, revised conditions of connection and additional fees will be applicable. If this occurs it will be necessary to resubmit a new application.

NOTE: These fees are for the creation of additional lots only and do not include any other works or products which may be required as a result of the development being carried out.

SUBDIVISIONAL CONDITIONS

We advise that should this development proceed to subdivision the plan of subdivision must include an Owners Corporation schedule. Should an Owners Corporation schedule not form part of the plan of subdivision, extensions to our sewer and water mains may be necessary, requiring the lodgement of a new application and payment of additional fees.

Water and sewerage services are required to be extended to each individual lot within the development. The extended sewerage property service drain must adequately control all lots via gravity.

Easements must be created over any existing or proposed Yarra Valley Water assets. Your

surveyor will need to ensure that these easements are included on any plan of subdivision.

An encumbrance will be placed on lots in this subdivision advising prospective purchasers that the properties are serviced by shared sewer and/or water connections.

Yarra Valley Water will be unable to give consent to council to issue a Statement of Compliance until fees have been paid and all other conditions have been met.

INFORMATION ONLY

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2748459331
Rate Certificate No: 30995879

Date of Issue: 04/12/2025
Your Ref: 366904

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
23 INVERLOCH ST, PRESTON VIC 3072	1\TP610980	1120497	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51

Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
Balance Brought Forward	\$59.28
Total for This Property	\$257.26



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the

purchaser's account at settlement.

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

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

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

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

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

INFORMATION

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1120497

Address: 23 INVERLOCH ST, PRESTON VIC 3072

Water Information Statement Number: 30995879

HOW TO PAY



Biller Code: 314567
Ref: 27484593315

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	25/1003
Certificate No:	94519954
Issue Date:	08 DEC 2025
Enquiries:	ESYSPROD

Land Address: 23 INVERLOCH STREET PRESTON VIC 3072

Land Id	Lot	Plan	Volume	Folio	Tax Payable
16161939	1	610980	11027	208	\$4,909.37

Vendor: MIRJANA MICKOSKA & ZLATKO MICKOSKI

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MIRJANA MICKOSKA	2025	\$830,000	\$4,909.37	\$0.00	\$4,909.37

Comments:

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$1,000,000
SITE VALUE (SV):	\$830,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$4,909.37

Notes to Certificate - Land Tax

Certificate No: 94519954

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$3,630.00

Taxable Value = \$830,000

Calculated as \$2,250 plus (\$830,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$10,000.00

Taxable Value = \$1,000,000

Calculated as \$1,000,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 94519954

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: 94519954

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	25/1003
Certificate No:	94519954
Issue Date:	08 DEC 2025
Enquires:	ESYSPROD

Land Address: 23 INVERLOCH STREET PRESTON VIC 3072

Land Id	Lot	Plan	Volume	Folio	Tax Payable
16161939	1	610980	11027	208	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110.3	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,000,000
SITE VALUE:	\$830,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94519954

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	25/1003
Certificate No:	94519954
Issue Date:	08 DEC 2025

Land Address: 23 INVERLOCH STREET PRESTON VIC 3072

Lot	Plan	Volume	Folio
1	610980	11027	208

Vendor: MIRJANA MICKOSKA & ZLATKO MICKOSKI

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
3000155667	GC252C	\$0.00	\$0.00	\$0.00	\$0.00

Comments: Property is WGT exempt: WGT Residential Land

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: 94519954

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 94519956

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: 94519956

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.



Permit No: D/653/2021
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 23 Inverloch Street PRESTON VIC 3072

THE PERMIT ALLOWS: Construction of two double storey dwellings on a lot in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to, and approved by, the Responsible Authority. When approved, the plans will be endorsed and will then form part of this Permit. The plans must be drawn to scale with dimensions and must be generally in accordance with the plans submitted with the application (identified as TP01, TP02 & TP03 (Rev C), dated May 2022, prepared by Prime Architectural and received by Council 10 May 2022) but modified to show:
 - (a) All modifications in accordance with the draft plans received by Council on 6 February 2023.
 - (b) Driveways to Dwellings 1 & 2 constructed with permeable paving.
 - (c) Driveways to Dwellings 1 & 2 each to include a central landscape strip.
 - (d) The Dwelling 1 crossover relocated 700mm south to align with the southern title boundary, the driveway is to remain angled to accommodate landscaping on either side.
 - (e) The Dwelling 1 crossover reduced to 2.7 metres width to reduce encroachment within TPZ to Tree 1 located within the naturestrip.
 - (f) The paved area within the SPOS to Dwelling 1 reduced and located no less than 1.8 metres from the southern title boundary fence.
 - (g) The paved area within the SPOS to Dwelling 2 reduced and located no less than 1.8 metres from the northern title boundary fence.
 - (h) A single 3000L rainwater tank for each dwelling.
 - (i) A comprehensive schedule of construction materials, external finishes and colours (including colour samples)
 - (j) Annotated coloured elevations and 3D renders accurately representing the proposed materials, colours and finishes in accordance with the approved schedule of construction materials.

Date Issued 22 March 2023

**Signature for the
Responsible Authority**



Permit No: D/653/2021
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 23 Inverloch Street PRESTON VIC 3072

THE PERMIT ALLOWS: Construction of two double storey dwellings on a lot in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (k) The location of all plant and equipment (including air-conditioners, condenser units, rainwater tanks, solar panels, hot water units and the like). These are to be:
 - (i) co-located where possible;
 - (ii) located or screened to be minimally visible from the public realm;
 - (iii) air conditioners located as far as practicable from neighbouring bedroom windows or acoustically screened; and
 - (iv) integrated into the design of the building.
- (l) The location of gas, water and electricity metres. Where metres would be visible from the public realm, these are to be:
 - (i) co-located where possible;
 - (ii) positioned on a side boundary or adjacent to the accessway; and
 - (iii) screened from view using either landscaping or durable screening that integrates with the development.
- (m) Any fencing visible from the street, other than fencing along common boundaries shared with an adjoining site, to be of a design, colour and quality of material (not timber palings) that matches the character of the development.
- (n) Any modifications required as a result of the approved Landscape Plan required by Condition 3 of this Permit.
- (o) Annotations detailing Tree Protection Zone(s), associated tree protection fencing and tree protection measures in accordance with the requirements of Conditions 4 and 5 of this Permit.
- (p) The provision of a Stormwater Management System Plan, including a Water Sensitive Urban Design Plan, in accordance with Standard W1 of Clause 53.18-4 of the Darebin Planning Scheme. Refer to Condition 6 of this Permit.
- (q) The provision of a Site Management Plan in accordance with Standard W3 of Clause 53.18-6 of the Darebin Planning Scheme. Refer to Condition 7 of this Permit.

Date Issued 22 March 2023 **Signature for the Responsible Authority**



Permit No: D/653/2021
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 23 Inverloch Street PRESTON VIC 3072

THE PERMIT ALLOWS: Construction of two double storey dwellings on a lot in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

When approved, the plans will be endorsed and form part of this Permit.

2. The development as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
3. Before plans are endorsed under Condition No. 1 of this Permit, a Landscape Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the Landscape Plan will be endorsed and will then form part of this Permit. The Landscape Plan must be prepared by a suitably qualified person and drawn to scale with dimensions. The Landscape Plan must be prepared by a suitably qualified person and must incorporate:
 - (a) Tree protection measures in accordance with Conditions No. 4 and 5 of this Permit.
 - (b) Any modifications relating to landscaping required as a result of the Water Sensitive Urban Design Plan/Report required by Condition No. 6 of this Permit)
 - (c) Details of all existing trees to be retained and all existing trees to be removed, including overhanging trees on adjoining properties and street trees within the nature strip. The genus, species, height and spread of all trees must be specified. All existing trees to be retained must be retained and protected in accordance with Australian Standards.
 - (d) A minimum of one (1) small canopy tree and one (1) medium canopy tree to each dwelling.
 - (e) A planting schedule of proposed vegetation detailing the botanical name, common name, size at maturity, pot size and quantities of all plants.
 - (f) A diversity of plant species and forms.
 - (g) Annotated graphic construction details showing all landscape applications and structures including tree and shrub planting, retaining walls, raised planter bed and decking.
 - (h) Type and details of all surfaces including lawns, mulched garden beds and permeable and/or hard paving (such as pavers, brick, gravel, asphalt and concrete) demonstrating a minimum site permeability of 20%. Percentage cover of permeable

Date Issued 22 March 2023 **Signature for the Responsible Authority**



Permit No: D/653/2021
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 23 Inverloch Street PRESTON VIC 3072

THE PERMIT ALLOWS: Construction of two double storey dwellings on a lot in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

surfaces must be stated on the plan. Where paving is specified, material types and construction methods (including cross sections where appropriate) must be provided.

- (i) Hard paved surfaces at all entry points to dwellings.
- (j) The location of all plant and equipment as shown (including air conditioners, letter boxes, garbage bins, lighting, clotheslines, tanks, storage, bike racks and the like).
- (k) Type and details of edge treatment between all changes in surface (e.g. grass (lawn), gravel, paving and garden beds).
- (l) An outline of the approved building/s including any basement, the location of entry doors, windows, gates and fences.
- (m) The location of both existing and proposed overhead and underground services. Conflicts of such services with the existing and proposed planting must be avoided.
- (n) Clear graphics identifying trees (deciduous and evergreen), shrubs, grasses/sedges, groundcovers and climbers.
- (o) Scale, north point and appropriate legend.
- (p) Landscape specification notes including general establishment and maintenance requirements.

The requirements of the endorsed Landscape Plan must be complied with and implemented to the satisfaction of the Responsible Authority.

The development must not be occupied, unless otherwise approved by the Responsible Authority in writing, until the landscaping works shown on the endorsed Landscape Plan are completed to the satisfaction of the Responsible Authority.

No later than seven (7) days after the completion of the landscaping, the permit holder must advise Council, in writing, that the landscaping has been completed.

Date Issued 22 March 2023

**Signature for the
Responsible Authority**



Permit No: D/653/2021
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 23 Inverloch Street PRESTON VIC 3072

THE PERMIT ALLOWS: Construction of two double storey dwellings on a lot in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

The landscaping shown on the endorsed Landscape Plan must be maintained to the satisfaction of the Responsible Authority, including by replacing any dead, diseased, dying or damaged plants to the satisfaction of the Responsible Authority.

All landscaped areas must be provided with an appropriate irrigation system to the satisfaction of the Responsible Authority.

4. Before the development (including demolition) starts, tree protection fencing (TPF) must be erected in accordance with the following requirements to provide a Tree Protection Zone (TPZ):

Tree*	Location	TPZ (radius from the base of the tree trunk)
Tree 1 – <i>Ulmus parvifolia</i> (Chinese Elm)	Naturestrip	2.5 metres
Tree 2, 3 & 4 (Gungurru, Camelia, Common Fig)	Adjoining property (North)	Existing fence boundary fence to act as TPZ, if fence is removed, TPZ measuring 1.9 metres must immediately be erected.
*as defined in Arboricultural Assessment & Report completed by Stem Arboriculture 1 st March 2022.		

5. The following tree protection measures must be implemented for trees identified in the table to Condition No. 4 of this Permit:
- (a) Tree protection measures must be in accordance with Australian Standard AS4970 – 2009: Protection of trees on development sites or as otherwise approved in writing by the Responsible Authority.

Date Issued 22 March 2023 **Signature for the Responsible Authority**



Permit No: D/653/2021
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 23 Inverloch Street PRESTON VIC 3072

THE PERMIT ALLOWS: Construction of two double storey dwellings on a lot in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (b) Tree protection fencing must be constructed of star pickets and chain mesh (or similar) to the satisfaction of the Responsible Authority. The tree protection fence must remain in place until construction is completed or unless otherwise agreed by the Responsible Authority in writing.
- (c) The tree protection fencing must be maintained at all times and may only be moved the minimum amount necessary for approved buildings and works to occur within a Tree Protection Zone (TPZ). The movement of the fencing to allow such buildings and works shall only occur for the period that such buildings and works are undertaken, after which time the full extent of the fencing must be reinstated.
- (d) Except with the written consent of the Responsible Authority:
 - (i) The area within the TPZ and Tree Protection Fencing (TPF) must be irrigated during the summer months with 1 litre of clean water for every 1cm of trunk girth measured at the soil/trunk interface on a weekly basis.
 - (ii) The area within the TPZ of Tree1 must be provided with 100mm layer of coarse mulch.
 - (iii) No vehicular or pedestrian access, trenching or soil excavation is to occur within a TPZ, save for that allowed to complete the approved development.
 - (iv) No storage or dumping of tools, equipment or waste is to occur within a TPZ.
- (e) Any pruning works must be carried out in accordance with the Australian Standard AS4373 - 2007: Pruning of Amenity Trees and undertaken by a suitably qualified arborist.
- (f) The construction of the crossover (and any other buildings and works within a TPZ) must be undertaken under the supervision and direction of a qualified arborist.
- (g) Open space areas within the TPZ of Trees No. 1-4 must remain at or above existing grade and remain permeable.
- (h) Where applicable to a nature strip tree, a TPZ is confined to the width of the nature strip.

Date Issued 22 March 2023 **Signature for the Responsible Authority**



Permit No: D/653/2021
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 23 Inverloch Street PRESTON VIC 3072

THE PERMIT ALLOWS: Construction of two double storey dwellings on a lot in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (i) Where applicable to a tree on a neighbouring lot, a TPZ only applies where within the site.
 - (j) Before any development (including demolition) starts, all existing vegetation shown on the endorsed plan(s) to be retained must be marked and that vegetation must not be removed, destroyed or lopped without the written consent of the Responsible Authority.
6. Before plans are endorsed under Condition No. 1 of this Permit, a detailed Stormwater Management System Report to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the Stormwater Management System Report will be endorsed and will then form part of this Permit. The report must include:
- (a) Details of how the stormwater management system is designed to meet the current best practice performance objectives for stormwater quality contained in the Urban Stormwater - Best Practice Environmental Management Guidelines (Victorian Stormwater Committee, 1999), including;
 - (i) An assessment using an industry recognised stormwater tool;
 - (ii) The type of water sensitive urban design (WSUD) stormwater treatment measures to be used and details of these treatment measures including cross sections, materials, plants and drainage directions;
 - (iii) A 3000L rainwater tank to each dwelling;
 - (iv) The location of stormwater treatment measures in relation to buildings, sealed surfaces, neighbouring properties and landscaped areas;
 - (v) A plan illustrating where all impervious surfaces will be treated and drained;
 - (vi) A construction and maintenance schedule;
 - (b) Details of how the stormwater management system contributes to cooling, improving local habitat and providing attractive and enjoyable spaces;

Date Issued 22 March 2023 **Signature for the Responsible Authority**



Permit No: D/653/2021
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 23 Inverloch Street PRESTON VIC 3072
THE PERMIT ALLOWS: Construction of two double storey dwellings on a lot in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (c) Consideration of how the WSUD stormwater treatment measures will integrate with on-site detention requirements;

The requirements of the endorsed Stormwater Management System Report must be implemented and complied with to the satisfaction of the Responsible Authority.

7. Before plans are endorsed under Condition No. 1 of this Permit, a Site Management Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the Site Management Plan will be endorsed and will then form part of this Permit. The Site Management Plan must be generally in accordance with Melbourne Water's *Keeping Our Stormwater Clean – A Builder's Guide* (2002) and must describe how the site will be managed prior to and during the construction period, including requirements for:
- (a) Erosion and sediment.
 - (b) Stormwater.
 - (c) Litter, concrete and other construction wastes.
 - (d) Chemical contamination.

The requirements of the endorsed Site Management Plan must be implemented and complied with to the satisfaction of the Responsible Authority.

8. Prior to the issue of a Building Permit in relation to the development approved by this permit, a Community Infrastructure Levy and/or Development Infrastructure Levy must be paid to Darebin City Council in accordance with the approved Development Contributions Plan Overlay.
9. The development must not be occupied until a fence to a minimum height of 1.8 metres above natural ground level is erected along the southern property boundary. The fence must be constructed to the satisfaction of the Responsible Authority.

If the existing fence on the south boundary with a height less than 1.8 metres is structurally sound, the fence height may be increased by the addition of a free-standing, self-supporting trellis adjacent to the fence to the required height. If used, such trellis must be a maximum of 25% visually permeable and be fixed, permanent, durable and of materials, finishes and colour that will blend in with the development.

Date Issued 22 March 2023 **Signature for the Responsible Authority**



Permit No: D/653/2021
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 23 Inverloch Street PRESTON VIC 3072

THE PERMIT ALLOWS: Construction of two double storey dwellings on a lot in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

10. At the completion of the constructed ground floor level(s), and before the starting of the building frame or walls, a report prepared by a licensed land surveyor to the satisfaction of the Responsible Authority must be submitted to the Responsible Authority, confirming the ground floor level(s). The report must be submitted to the Responsible Authority no later than 7 days from the date of the inspection.

The development must not be occupied until a report prepared by a licensed land surveyor to the satisfaction of the Responsible Authority is submitted to the Responsible Authority, confirming the floor level(s).

11. Before the use starts, an automatic external lighting system capable of illuminating the entry to each unit, access to each garage and car parking space and all pedestrian walkways must be provided on the land to the satisfaction of the Responsible Authority.

The external lighting must be designed, baffled and located to prevent any adverse effect on adjoining and nearby land to the satisfaction of the Responsible Authority.

12. The walls on the boundary of the adjoining properties must be cleaned and finished to the satisfaction of the Responsible Authority.

13. The land must be drained to the satisfaction of the Responsible Authority.

14. All guttering, rainheads, pipes including downpipes, fixtures, fittings and vents servicing any building on the site including those associated with a balcony must be:

- (a) concealed in service ducts or otherwise hidden from view; or
- (b) located and designed to integrate with the development,

to the satisfaction of the Responsible Authority.

15. No plant, equipment, services or structures other than those shown on the endorsed plans are permitted above the roof level of the buildings without the prior written consent of the Responsible Authority.

16. A clothesline must be provided to each dwelling. Clotheslines must not be visible from Inverloch Street.

Date Issued 22 March 2023

**Signature for the
Responsible Authority**



Permit No: D/653/2021
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 23 Inverloch Street PRESTON VIC 3072

THE PERMIT ALLOWS: Construction of two double storey dwellings on a lot in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

17. Provision must be made on the land for letter boxes and a slot for newspapers to the satisfaction of the Responsible Authority.
18. Before occupation of the development, the areas set aside for the parking of vehicles and access lanes as shown on the endorsed plan(s) must be:
 - (a) constructed;
 - (b) properly formed to such levels that they can be used in accordance with the plans;
 - (c) surfaced with an all-weather sealcoat;
 - (d) drained;to the satisfaction of the Responsible Authority.
19. Car spaces, access lanes and driveways shown on the endorsed plans must not be used for any other purpose.
20. Before the occupation of the development all vehicular crossing(s) must be constructed to align with approved driveways to the satisfaction of the Responsible Authority. All redundant crossing(s), crossing opening(s) or parts thereof must be removed and replaced with footpath, naturestrip and kerb and channel to the satisfaction of the Responsible Authority.
21. This Permit will expire if either:
 - (a) The development does not start within three (3) years from the date of this Permit; or
 - (b) The development is not completed within five (5) years of the date of this Permit.As relevant, the Responsible Authority may extend the times referred to if a request is made in writing:
 - (a) Before this Permit expires;
 - (b) Within six (6) months after the expiry date; or

Date Issued 22 March 2023 **Signature for the Responsible Authority**



Permit No: D/653/2021
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 23 Inverloch Street PRESTON VIC 3072

THE PERMIT ALLOWS: Construction of two double storey dwellings on a lot in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (c) Within twelve (12) months after the expiry date if the request relates to the completion of the development or a stage of the development.

NOTATIONS

(These notes are provided for information only and do not constitute part of this permit or conditions of this permit)

- N1. Any failure to comply with the conditions of this planning permit may result in the issue of an Enforcement Order against some or all persons having an interest in the site. Non-compliance may result in legal action or the cancellation of this permit by the Victorian Civil and Administrative Tribunal.
- N2. This planning permit is one of several approvals required before use or development is allowed to start on the site. The planning permit holder is required to obtain other relevant approvals and make themselves aware of easements and restrictive covenants affecting the site.
- N3. Amendments made to plans noted in Condition No. 1 of this Permit are the only ones that will be assessed by Council. If additional amendments are made to the development or use or both they must be brought to the attention of Council as additional planning assessment may be required through a separate planning approval.
- N4. This Planning Permit represents the planning approval for the use and/or development of the site and does not represent the approval of other Council departments or statutory authorities. Other approvals may be required before the use/and or development allowed by this planning permit starts.
- N5. Numbering on plans should be allocated in a logical clockwise direction and follow existing street number sequence. Please contact Revenue Office on 8470 8888 for further information and assistance.
- N6. This planning permit is to be attached to the "statement of matters affecting land being sold", under Section 32 of the Sale of Land Act 1962 and any tenancy agreement or other agreement under the Residential Tenancies Act 1997, for all purchasers, tenants and residents of any dwelling shown on this planning permit, and all prospective purchasers, tenants and residents of any such dwelling are to be advised that they will not be eligible for on-street parking permits pursuant to the Darebin Residential Parking Permit Scheme.

Date Issued 22 March 2023 **Signature for the**
Responsible Authority



Permit No: D/653/2021
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 23 Inverloch Street PRESTON VIC 3072

THE PERMIT ALLOWS: Construction of two double storey dwellings on a lot in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

N7. Please note the Development Contribution Plan levy will be invoiced separately.

INFORMATION ONLY

Date Issued 22 March 2023

**Signature for the
Responsible Authority**



IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

(Note: This is not a permit granted under Division 5 of Part 4 of the Planning and Environment Act 1987).

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if-
 - the development or any stage of it does not start within the time specified in the permit, or
 - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision, or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of the land expires if –
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if –
 - the development or any stage of it does not start within the time specified in the permit, or the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development, or the use is discontinued for a period of two years
4. If a permit for the use of the land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision –
 - the use or development of any stage is to be taken to have started when the plan is certified, and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry

WHAT ABOUT APPEALS?

- The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- An appeal must be lodged within 60 days after the permit was issued, unless a Notice Of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- An appeal must be made on a Notice of Appeal form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An appeal must state the grounds upon which it is based.
- Any appeal must also be served on the Responsible Authority.
- Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



120 Northgate Drive
Thomastown VIC 3074

P (03) 9465 1127
F (03) 9464 1271

Application Number: BLD20241594

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT
Building Permit No. 5692157988761 13 November 2024

Issued to

Agent of Owner **Z Mickoski & M Mickoska**
ACN / ARBN
Postal Address **6 Tamara Court Thomastown** Postcode **3074**
Email **zakmickoski@live.com**
Address for serving or giving of documents: **6 Tamara Court Thomastown** Postcode **3074**
Contact Person **Z Mickoski & M Mickoska** Telephone **0437007990**

Ownership Details (if person issued with permit is not the owner)

Owner **Z Mickoski & M Mickoska**
ACN / ARBN
Postal Address **6 Tamara Court Thomastown** Postcode **3074**
Email **zakmickoski@live.com**
Contact Person **Z Mickoski & M Mickoska** Telephone **0437007990**

Property Details [include title details as and if applicable]

Number **23** Street/Road **Inverloch Street** Suburb **Preston** Postcode **3072**
Lot/s **1** LP/PS **PS 610980W** Volume **11027** Folio **208**
Crown allotment Section No Parish County
Municipal District **City of Darebin**

Builder

Name **The Art Group P/L** Telephone **0407774187**
Address **14 Clausen Street Templestowe Lower 3107**
ACN/ARBN:
Building practitioner registration no: **DB-U73161**

This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Theodore Tsokas	Builder	DB-U73161

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

Name	Category/class	Registration Number
Glenn Nielsen	Draftsperson	DP-AD32782
Halil Akdeniz	Engineer	PE-0001506

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is:	Insurance policy number	Insurance policy date
VMIA	C927191, C927192	13/11/2024

Details of Relevant Planning Permit

Planning Permit No: **D/653/2021**

Date of grant of Planning Permit: **22 March 2023**

Nature of Building Work

Description: **New Two Unit Development**

Does the building work relate to a small second dwelling? **No**

Storeys contains: **2**

Rise in storeys: **2**

Effective height:

Type of construction:

Version of BCA applicable to permit: **2022**

Cost of Building Work: **\$1,200,000.00**

Total floor area of new building work in m²: **463**

Building classification

Part of Building: **New Dwellings**

BCA Classification: **1a(b)**

Part of Building: **Garages**

BCA Classification: **10a**

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection notification stages are:

1. BORED PIERS
2. PRE SLAB
3. SLAB STEEL
4. FRAME TO WALLS AND ROOF
5. FINAL AT COMPLETION OF ALL WORK

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

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 13 November 2025

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 13 November 2026

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Relevant Building Surveyor

Name: **Peter Rontogiannis**

Address: **120 Northgate Drive, Thomastown VIC 3074**

Email: **peter@absolutepermits.com.au**

Building practitioner registration no.: **BSU20459**

Municipal district: **City of Darebin**

Permit no.: **5692157988761**

Date of issue of permit: **13 November 2024**



INFORMATION ONLY

Building Permit No 5692157988761

BUILDING PERMIT CONDITIONS

This building permit has been issued subject to compliance with all of the following conditions;

- No common drainage work to commence, until Council has approved the internal stormwater drainage layout plans.

Note 1: Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 day after any change in the name or address of the owner or of the building surveyor carrying out the building work.

Note 2: Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include building practitioners with no further involvement in the building work.

Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

INFORMATION



120 Northgate Drive
Thomastown VIC 3074

P (03) 9465 1127
F (03) 9464 1271

Application Number: BLD20241594

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018
OCCUPANCY PERMIT

This occupancy permit must be displayed in the following approved location: N/A

Property Details

Number: **Unit 1, 23** Street/Road: **Inverloch Street** Suburb: **Preston** Postcode: **3072**
Lot/s: **1** LP/PS: **PS 610980W** Volume: **11027** Folio: **208**
Crown: allotment Section: No Parish: County:
Municipal District: **City of Darebin**

Building permit details

Building permit number: **BSU20459/5692157988761**
Version of BCA applicable to building permit: **2022**

Building Details

Part of building to which permit applies:	Permitted use:	BCA Class of building:	Maximum permissible floor live load:	Maximum number of people to be accommodated:
New Dwellings		1a(b)	1.5	
Garages		10a	1.5	

Storeys contained: **2**
Effective height:

Rise in storeys (for Class 2-9 buildings): **2**
Type of construction:

Inspection Approval dates for mandatory inspections that have been carried out are as follows:

Inspection type	Approved date
BORED PIERS	25/11/2024
PRE SLAB	5/12/2024
SLAB STEEL	9/12/2024
FRAME TO WALLS AND ROOF	26/02/2025
FINAL AT COMPLETION OF ALL WORK	11/06/2025

Suitability for occupation

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

Relevant building surveyor

Name: **Peter Rontogiannis**
Address: **120 Northgate Drive, Thomastown VIC 3074**
Email: **peter@absolutepermits.com.au**
Building practitioner
registration no.: **BSU20459**
Municipal district name: **City of Darebin**
Occupancy Permit no. **BSU20459/5692157988761**
Date of issue: **26 June 2025**
Date of final inspection **11 June 2025**
Signature:



INFORMATION ONLY

Domestic Building Insurance

Certificate of Insurance

Zlatko & Mirjana Mickoski & Mickoska
**6 Tamara Ct
THOMASTOWN
VIC 3074**

Policy Number:

C927191

Policy Inception Date:

13/11/2024

Builder Account Number:

008722

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **Unit 1 23 Inverloch St PRESTON VIC 3072 Australia**

Carried out by the builder: **THE A.R.T. GROUP PTY. LTD.**

Builder ACN: **133838990**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Zlatko & Mirjana Mickoski & Mickoska**

Pursuant to a domestic building contract dated: **16/05/2024**

For the contract price of: **\$ 600,000.00**

Type of Cover: **Cover is only provided if THE A.R.T. GROUP PTY. LTD. has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$3,594.00
GST:	\$359.40
Stamp Duty:	\$355.81
Total:	\$4,309.21

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some examples of what to look for

