

Contract of sale of land

Property: 163 Central Park Avenue, Craigieburn VIC 3064

© Copyright January 2024



Endorsed by the Australian Institute
of Conveyancers (Victorian Division)



Contract of sale of land

© Copyright January 2024

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

WARNING TO ESTATE AGENTS

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on / 2025

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on / 2025

Print name(s) of person(s) signing: LAKHVIR KAUR

.....

State nature of authority, if applicable:

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

Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent

Name: Harcourts Rata & Co.....
Address: 1/337 Settlement Road, Thomastown, 3074 Victoria.....
Email: sold@rataandco.com.au.....
Tel:03 9465 7766..... Mob: Fax: Ref:

Vendor

Name: **LAKHVIR KAUR**
Address:

ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Bizcom Legal
Address: Suite 12, Ground Floor, 2 Brandon Park Drive, Wheelers Hill VIC 3150
Email: lynn@bizcomlegal.com.au

Tel: : Mob: 0433 823 784 Fax: Ref: LS:250596

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:.....
Address:.....
ABN/ACN:.....
Email:.....

Purchaser's legal practitioner or conveyancer

Name:.....
Address:.....
Email:.....
Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11266	Folio	840	19	629105E

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

The land includes all improvements and fixtures.

Property address

The address of the land is **163 Central Park Avenue, Craigieburn VIC 3064**

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)* All fixtures and fittings of a permanent nature inspected at the premises.

Payment

Price	\$			
Deposit	\$	_____	by _____	(of which \$ _____ has been paid)
Balance	\$	_____	payable at settlement	

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

- GST (if any) must be paid in addition to the price if the box is checked
 - This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
 - This sale is a sale of a going concern' if the box is checked
 - The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

- a lease for a term ending on _____ with _____ options to renew, each of _____ years
- OR
- a residential tenancy for a fixed term ending on _____
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than _____

Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

INFORMATION ONLY

Special conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

- GC 23 – special condition**
For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- GC 28 – special condition**
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

INFORMATION ONLY

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Special Conditions

1. The parties agree that:

- (a) the warranties contained in General Conditions 6.1, 6.3 and 6.4 shall be read subject to the Special Conditions;
- (b) the General Conditions shall be modified as follows:
 - (i) General Conditions 9 and 12 are deleted;
 - (ii) General Condition 17.1(b)(i) is amended by substituting the words “do all things” with the words “provide all title documents reasonably”;
 - (iii) General Conditions 3, 31.4, 31.5 and 31.6 are deleted; and
 - (iv) General Condition 35.4(a) is amended by substituting the word “up” with the word “equal”.

2. PURCHASER'S GENERAL ACKNOWLEDGEMENTS

2.1. Inspection of documents

The purchaser acknowledges that prior to paying any money or signing this Contract or any other document in relation to the purchaser's purchase of the property:

- (a) it received a section 32 statement signed by the vendor;
- (b) it received a copy of the prescribed due diligence checklist (if applicable);
- (c) it received a copy of this Contract and was given an opportunity to read and consider the terms and conditions in this Contract; and
- (d) it was given an opportunity to seek legal and other professional advice on the terms and conditions in this Contract and the section 32 statement.

2.2. Entire understanding

The purchaser acknowledges and accepts that:

- (a) this Contract constitutes the entire agreement between the parties in relation to the sale and purchase of the property;
- (b) any promise, condition, representation, information or warranty relating to or leading up to the sale hereby evidenced which is not set out or expressly referred to in this Contract which may have been made by the vendor or by any person acting (with or without authority) on behalf of the vendor is expressly negated and withdrawn; and
- (c) this special condition shall enure for the benefit of the vendor and its employees, officers and agents.

3. ENCUMBRANCES AND RESTRICTIONS

3.1. Property sold subject to restrictions

The purchaser acknowledges and accepts that the property is sold subject to:

- (a) the matters disclosed in the section 32 statement;
- (b) any registered or unregistered easement, covenant, encumbrance or other restriction affecting the land;
- (c) any encumbrances identified on the Plan, created by section 98 of the Transfer of Land Act 1958 (Vic) or implied or created under the Subdivision Act 1988 (Vic);
- (d) all Laws and Requirements affecting the property; and
- (e) any water or sewerage main or any underground or surface storm water drain or other gas or electric light or other installations or services passing through, over, under, adjacent or nearby the property.

3.2. No objection or requisition

- (a) The purchaser acknowledges and accepts that none of the matters referred to in special condition 3.1 shall constitute a defect in the vendor's title or affect the validity of this Contract.

(b) The purchaser must not exercise any of the Excluded Rights or require the vendor to take any action arising out of or in connection with any of the matters referred to in special condition 3.1 or arising out of or in connection with compliance or non-compliance with respect to those matters.

4. IDENTITY AND CONDITION OF THE PROPERTY

4.1. Inspection of the Property

The purchaser represents and warrants to the vendor that, because of the purchaser's own inspection and enquiries:

- (a) the purchaser is satisfied that the property as offered for sale and inspected by the purchaser is identical with the land and goods described in the Particulars of Sale;
- (b) the purchaser accepts the property in its state of repair and condition (including any defects (either latent or patent), dilapidation or infestation of the property or any other deficiency which may otherwise require reinstatement or replacement, including any non-compliance with any Laws or Requirements of any Authority) as at the Day of Sale;
- (c) the purchaser is satisfied the property has been purchased at the price agreed on as a result of the purchaser's own inspection and enquiries relating to the property;
- (d) without limiting the foregoing, the purchaser is satisfied that:
 - (i) any improvements or fixtures on the property as inspected are constructed inside or on the boundaries described in the title(s) making up the land;
 - (ii) the measurements, boundaries, area and location of the property as inspected is identical to the land described in the title(s) making up the land;
 - (iii) occupation of the property as inspected accords with the title(s) making up the land;
 - (iv) the improvements owned by third parties do not encroach on the title(s) making up the land.

4.2. No warranties or representations

The purchaser acknowledges that the vendor (or anyone on behalf of the vendor) makes no warranty or representation (whether express or implied) in relation to any of the following:

- (a) that the property as offered for sale and inspected by the purchaser is identical with the land and goods described in the Particulars of Sale;
- (b) that the improvements are erected within the boundaries of the land;
- (c) that improvements owned by third parties do not encroach on the land;
- (d) about the nature, quality, condition or state of repair of the property;
- (e) about any defects (either latent or patent), dilapidation or infestation of the property;
- (f) that the property (including the improvements and any alterations or additions to the improvements) complies with all Laws or the Requirements of any Authority;
- (g) the measurements, boundaries, area, location or occupation of the property.

4.3. No objection or requisition

The purchaser must not exercise any of the Excluded Rights or require the vendor to take any action arising out of or in connection with any of the matters referred to in special conditions 4.1 or 4.2 or arising out of or in connection with compliance or non-compliance with respect to those matters.

5. PLANNING

5.1. Planning restrictions

The purchaser purchases the property subject to any restrictions imposed by the provisions of the relevant planning scheme, any planning permits or planning controls applicable to the property.

5.2. Use of Property

Any restriction on the subdivision, development or use of the property under any Law will not affect the validity of this Contract or constitute a defect in the vendor's title to the property.

5.3. Purchaser's acknowledgements

The purchaser acknowledges that it has satisfied itself about all approvals and consents for the purposes for which the property may be used under any Law, including any proposals which the purchaser may have for the subdivision, development or use of the property.

5.4. No objection or requisition

The purchaser must not exercise any of the Excluded Rights in relation to any matters arising out of or in connection with the subdivision, development or use of the property or any proposals which the purchaser may have for the subdivision, development or use of the property.

5.5. No warranties or representations

The purchaser acknowledges that no representation or warranty by the vendor or anyone on the vendor's behalf has been made or given to the purchaser or anyone on the purchaser's behalf in respect of the property or any part of the property, or in respect of the suitability of the property or any part of the property for any purpose or use or in respect of any purpose or use which may or may not be carried out on the property or any part of the property.

6. DEPOSIT

6.1. Investment of Deposit

Where the vendor's legal practitioner holds the deposit (or any part thereof) as stakeholder, the vendor and the purchaser authorise the vendor's legal practitioner to invest the deposit (or any part thereof) in a separate interest-bearing controlled money account at a bank (being an authorised deposit-taking institution as defined in the Banking Act 1959 (Cth)) of the vendor's choosing.

6.2. Entitlement to Accrued Interest

The parties agree that the deposit and any Accrued Interest must be paid by the stakeholder to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

6.3. Release

Neither the vendor nor the vendor's legal practitioner shall be responsible in any way for any loss occasioned by the investment of the deposit or any failure to invest the deposit.

6.4. Disbursement of Deposit

By signing this Contract, the parties authorise and direct the vendor's legal practitioner to transfer the deposit (and any Accrued Interest) held in relation to this Contract to such other law firm as may be appointed by the vendor from time to time and to otherwise disburse the deposit in accordance with this Contract, the Sale of Land Act 1962 (Vic) and the Legal Profession Uniform Law Application Act 2014 (Vic).

6.5. Tax file number

The purchaser must give the purchaser's tax file number to the vendor's legal practitioner within five (5) business days from the Day of Sale. If the purchaser does not do so, the purchaser acknowledges that withholding tax may be deducted from any interest to which the purchaser may be entitled.

7. NOMINATION

7.1. Nomination of additional or substitute purchaser

The purchaser may not, without the prior written consent of the vendor, nominate a substitute or additional transferee, unless at least fourteen (14) business days before the Settlement Date the purchaser delivers to the vendor:

(a) a sale of real estate nomination form, in a form reasonably required by the vendor, completed and signed by both the purchaser and substitute or additional transferee; and
(b) if the additional or substitute transferee includes a corporation (within the meaning of the Corporations Act 2001 (Cth)), a guarantee signed by all of the directors and principal shareholders of that corporation in the form of the Guarantee.

7.2. Indemnity

The purchaser indemnifies and will at all times keep indemnified the vendor and the vendor's legal practitioner against any claim, action, loss, damage, liability or cost that may be brought against the vendor or the vendor's legal practitioner which the vendor or the vendor's legal practitioner may pay, sustain or incur in respect of any matter (including stamp duty) arising out of or in connection with a nomination under General Condition 4 and this special condition.

8. PURCHASERS BUYING UNEQUAL INTERESTS

8.1. Purchaser's responsibility

If more than one person is described in this Contract as purchaser, it is the purchaser's responsibility to ensure that this Contract correctly records at the Day of Sale the proportions in which they are buying the property (the Purchasers' Interest Proportions).

8.2. Additional duty

If the Purchaser's Interest Proportions recorded in the instrument of transfer referred to in General Condition 10 differ from those recorded in this Contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as result of the variation.

8.3. Indemnity

The purchaser indemnifies and will at all times keep indemnified the vendor, the vendor's estate agent and the vendor's legal practitioner against any loss, damage, cost, expense, claim or demand which may be made against any or all of them in relation to any additional duty payable as a result of the Purchasers' Interest Proportions in the instrument of transfer differing from those recorded in this Contract.

9. GUARANTEE AND INDEMNITY

9.1. Guarantee by purchaser

If the purchaser is or includes a corporation (within the meaning of the Corporations Act 2001 (Cth)), the purchaser must on the Day of Sale deliver to the vendor a Guarantee executed by all of the directors and principal shareholders of the purchaser. Any one or more of the purchaser's directors or principal shareholders who gives such a guarantee shall be bound by the Guarantee notwithstanding that the other directors or principal shareholders fail or refuse to do so.

9.2. Guarantee by nominee

If the purchaser nominates a corporation (within the meaning of the Corporations Act 2001 (Cth)) in accordance with General Condition 4 and special condition 7, the purchaser must at the same time as exercising its right to nominate deliver to the vendor a Guarantee executed by all of the directors and principal shareholders of the nominated corporation. Any one or more of the nominated corporation's directors or principal shareholders who gives such a guarantee shall be bound by the Guarantee notwithstanding that the other directors or principal shareholders fail or refuse to do so.

9.3. Exclusions

Special conditions 9.1 and 9.2 shall not apply where the corporation is a corporation whose shares are listed on the Australian Stock Exchange.

9.4. Failure to provide a guarantee

If the purchaser fails to deliver a Guarantee in accordance with special conditions 9.1 or 9.2, it shall constitute a breach of an essential term of this Contract by the purchaser and the vendor may end this Contract by giving written notice to the purchaser. The parties agree that General Conditions 34.1 and 34.2 shall not apply to the vendor's right to end this Contract under this special condition.

10. FOREIGN INVESTMENT REVIEW BOARD APPROVAL

10.1. Purchaser's warranty

The purchaser warrants that:

- (a) it is not required to give notice under section 26A of the Foreign Takeovers and Acquisitions Act 1975 (Cth) to the Foreign Investment Review Board of its intention to purchase the property; or
- (b) it is required to give notice under section 26A of the Foreign Takeovers and Acquisitions Act 1975 (Cth) to the Foreign Investment Review Board of its intention to purchase the property and that it has done so and the Foreign Investment Review Board has advised that it does not object to the acquisition of the property by the purchaser.

10.2. Deposit forfeited

If this Contract does not proceed to Settlement as a consequence of the purchaser's breach of the warranty contained in special condition 10.1, the vendor may rescind this Contract and retain the deposit.

10.3. Purchaser's indemnity

The purchaser must indemnify the vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) which the vendor incurs or is liable for concerning any matter in connection with this special condition.

11. DEFAULT

If the purchaser defaults in performance of any obligation under this Contract, the purchaser must pay the vendor on demand all costs and expenses incurred by the vendor as a result of the default including:

- (a) any penalty interest due under this Contract as a result of the default (without affecting any other right or rights under this Contract);
- (b) the vendor's legal costs and any disbursements;
- (c) interest, penalties, fees, charges and discount fees payable by the vendor to a mortgagee or charge of the property;
- (d) the cost of obtaining bridging finance or other credit accommodation to complete the vendor's purchase of another property and interest, penalties, fees and charges and other expenses in connection with that bridging finance or other credit accommodation; and
- (e) penalties and other expenses payable by the vendor through any delay in completion of the vendor's purchase of another property.

12. NO ASSIGNMENT

The purchaser must not assign, charge, encumber or otherwise deal with any rights and obligations under this Contract, or attempt or purport to do so, without the prior written consent of the vendor (which consent may be given or withheld on such conditions as the vendor require in its absolute discretion).

13. GENERAL PROVISIONS

13.1. Variation

Any variation to this Contract must be in writing and signed by or on behalf of the parties.

13.2. Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other or further exercise of it or in the exercise of any other power or right. A power or right may only be waived in writing and signed by the party to be bound by the waiver.

13.3. No right of set off

Unless this Contract states otherwise, a party has no right of set-off against a payment due to another party.

13.4. Giving effect to this Contract

Each party must do all things and execute all documents (within a reasonable time of being requested to do so) that any other party may reasonably require to give full effect to this Contract and unless this Contract states otherwise, each party shall bear its own costs in doing so.

13.5. Merger

Any provision of this Contract capable of having effect after Settlement does not merge on Settlement and continues to bind the parties.

13.6. Severability

Any part of this Contract that is void, voidable, illegal or otherwise unenforceable then that part shall be severed from this Contract and will not affect the continued operation of the remaining provisions of this Contract.

13.7. Counterparts

This Contract may consist of a number of copies, each signed by one or more parties to the Contract. If so, the signed copies are treated as making up the one document.

13.8. Governing law and jurisdiction

This Contract is governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

13.9. Auction

If the property is offered for sale by auction, the sale is subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land (Public Auctions) Regulations 2014 (Vic) or any rules prescribed by regulation which modify or replace those Rules.

13.10 General Conditions 23 shall be read so as to include:

- a) Any fees and contributions to the Owners Corporation (if any);
- b) amount paid by the Vendor to or on behalf of the Owners Corporation (if any) in respect of insurance premiums;
- c) Any Land Tax liability, either proportional or single holding will not be adjusted between the parties. At settlement the Vendor will be solely responsible to pay any amount stated as owing on the Land Tax Clearance Certificate including any arrears and the amount will be payable at settlement.

13.10.1

All outgoings (except land tax) for the Property will be adjusted between the Purchaser and the Vendor on the basis that they have been paid by the Vendor. Despite this the Vendor will pay all Outgoings when they are due to be paid and the Purchase shall not be entitled to require them to be paid on an earlier date.

14. DEFINITIONS AND INTERPRETATION

14.1. Definitions

In this Contract, unless the context otherwise requires, the following terms have the following meanings:

Accrued Interest means the interest (if any) that accrues on the deposit less any bank charges, government charges and tax and any costs and expenses incurred by the vendor's legal practitioner in connection with the investment and withdrawal of the deposit.

Authority means any government or any public, statutory, governmental, semigovernmental, local governmental, municipal or judicial body, authority or entity exercising any powers or functions under any Law.

Claim means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising and includes a claim for compensation.

Contract means this Contract of Sale of Real Estate including the General Conditions, the Special Conditions, the Particulars of Sale, the Annexures and any schedules to this Contract.

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

Excluded Rights means the rights to:

- (a) rescind, terminate or avoid this Contract;
- (b) make any objection, requisition or enquiry;
- (c) make any Claim;
- (d) withhold any part or require an adjustment of the price (other than as permitted under this Contract);
- (e) require any part of the price to be retained (other than as permitted under this Contract);
- (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; and
- (i) require the vendor to indemnify any person.

General Conditions means the general conditions attached to this Contract.

Guarantee means the guarantee in the form set out in Annexure A.

Law includes any law (including common law), statute, ordinance, rule, regulation, proclamation, by-law, the applicable planning scheme, the Requirements of any Authority and any permit or approval affecting the property.

Particulars of Sale means the particulars of sale contained in this Contract.

Plan means title plans, plans of subdivision or any other plans disclosed in the section 32 statement or referred to in the titles or certificates contained in the section 32 statement.

Requirement includes any standards, criteria, notices, orders, demands, directions or requirements of any Authority.

Settlement means the date upon which vacant possession (or receipt of the rent and profits) of the property is provided, title is accepted and the whole of the price and all other money due to the vendor under this Contract is paid.

Settlement Date means the date specified in the Particulars of Sale or such other date as may be agreed by the vendor and the purchaser in writing.

Special Conditions means the Special Conditions included in this Contract.

14.2. Interpretation

In this Contract, except to the extent that the context otherwise specifies:

- (a) words importing the singular include the plural, words importing the plural include the singular and words importing one gender include the other gender;
- (b) headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract;
- (c) all terms and expressions defined in the Particulars of Sale and used in these special conditions have the meaning given to them in the Particulars of Sale;
- (d) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (e) a reference to a business day means any day that is not a Saturday, Sunday or a public holiday in Victoria;
- (f) a reference to any legislation or any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it occurring at any time before or after the Day of Sale;
- (g) a reference to a person includes a firm, a body corporate, an unincorporated association and an Authority;
- (h) any reference to the parties by their defined terms includes that party's executors, administrators, substitutes, successors or permitted assigns or, being a company, its successors or permitted assigns;
- (i) the words "includes" and "including" are not words of limitation, and do not and must not be taken as detracting from the generality of any provisions of this Contract; and
- (j) if there is any inconsistency between the provisions of the General Conditions and the Special Conditions then, to the extent of any inconsistency, the Special Conditions shall prevail and have priority.

GUARANTEE and INDEMNITY

I/We, of

and of

being the **Director** ofACN

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)

 in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)

 in the presence of:) Director (Sign)
)
 Witness.....)

SCHEDULE 1
GENERAL RULES FOR THE CONDUCT OF
PUBLIC AUCTION

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchaser of the property.

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	163 Central Park Avenue, Craigieburn VIC 3064
-------------	---

Vendor's name	Lakhvir Kaur	Date / /
----------------------	--------------	--------------------

Vendor's signature	
---------------------------	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature	
------------------------------	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature	
------------------------------	--

1 FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) Their total does not exceed:

\$6,000.00

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

As per attached.

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

- a) Name of planning scheme: Hume Planning Scheme
- b) Name of responsible party: Hume
- c) Zoning of land: Comprehensive Development Zone
- d) Name of planning overlay: Development Plan Overlay

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable.

4.2. Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not Applicable.

4.3. Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Not Applicable.

5 BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6 OWNERS CORPORATION

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

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9 TITLE

Attached are copies.

10 SUBDIVISION

10.1. Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2. Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3. Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010 (Cth)*

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

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

Page 1 of 2

VOLUME 11266 FOLIO 840

Security no : 124126613032S
Produced 28/07/2025 09:47 PM

LAND DESCRIPTION

Lot 19 on Plan of Subdivision 629105E.
PARENT TITLE Volume 11043 Folio 363
Created by instrument PS629105E 27/04/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LAKHVIR KAUR of 37 FOLEYS ROAD DEER PARK VIC 3023
AS426830D 09/08/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS426831B 09/08/2019
AUSTRALIA AND NEW ZEALAND BANKING GROUP 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.

AGREEMENT Section 173 Planning and Environment Act 1987
AH829871M 08/03/2011

AGREEMENT Section 173 Planning and Environment Act 1987
AH885717F 07/04/2011

DIAGRAM LOCATION

SEE PS629105E 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: 163 CENTRAL PARK AVENUE CRAIGIEBURN VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 09/08/2019

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS629105E

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet

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


Document Type	Plan
Document Identification	PS629105E
Number of Pages (excluding this cover sheet)	8
Document Assembled	28/07/2025 21:47

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

PS629105E

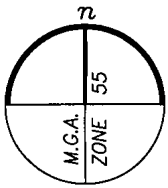
PLAN OF SUBDIVISION		Stage No.	LRS use only EDITION 3	15/04/2011 \$4151.70 PS 	
Location of Land Parish: YUROKE Township: - Section: 22 Crown Allotment: B (PART) Crown Portion: - Title Reference: VOL.11043 FOL.363 Last Plan Reference: LOT F1 ON PS614266M Postal Address: 169-175 CENTRAL PARK AVENUE, (at time of subdivision) CRAIGIEBURN, 3064 MGA Co-ordinates E 314 950 Zone: 55 (of approx. centre of land in plan) N 5 837 700		Council Certification and Endorsement Council Name: HUME CITY COUNCIL Ref: S 1505642 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate <i>Rogers</i> Council Seal Date 31 / 8 / 2009 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /			
Vesting of Roads and/or Reserves					
Identifier	Council/Body/Person				
NIL	NIL				
LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES		Notations			
		Staging This is/ is not a staged subdivision Planning Permit No. P13449			
		Depth Limitation DOES NOT APPLY			
Easement Information		LRS use only			
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)		Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 15/04/11			
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.					
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of	
<div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); opacity: 0.5; font-size: 4em; pointer-events: none;"> MASTER PLAN (STAGE 1) ONLY </div>					
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992		LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE <i>[Signature]</i> DATE 6 / 4 / 09 REF 6689003 DWG 668900AB 23/04/09 VERSION B			THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN Sheet 1 of 7 sheets
		DATE 31 / 8 / 2009 COUNCIL DELEGATE SIGNATURE Original sheet size A3			

PLAN OF SUBDIVISION

Stage No.

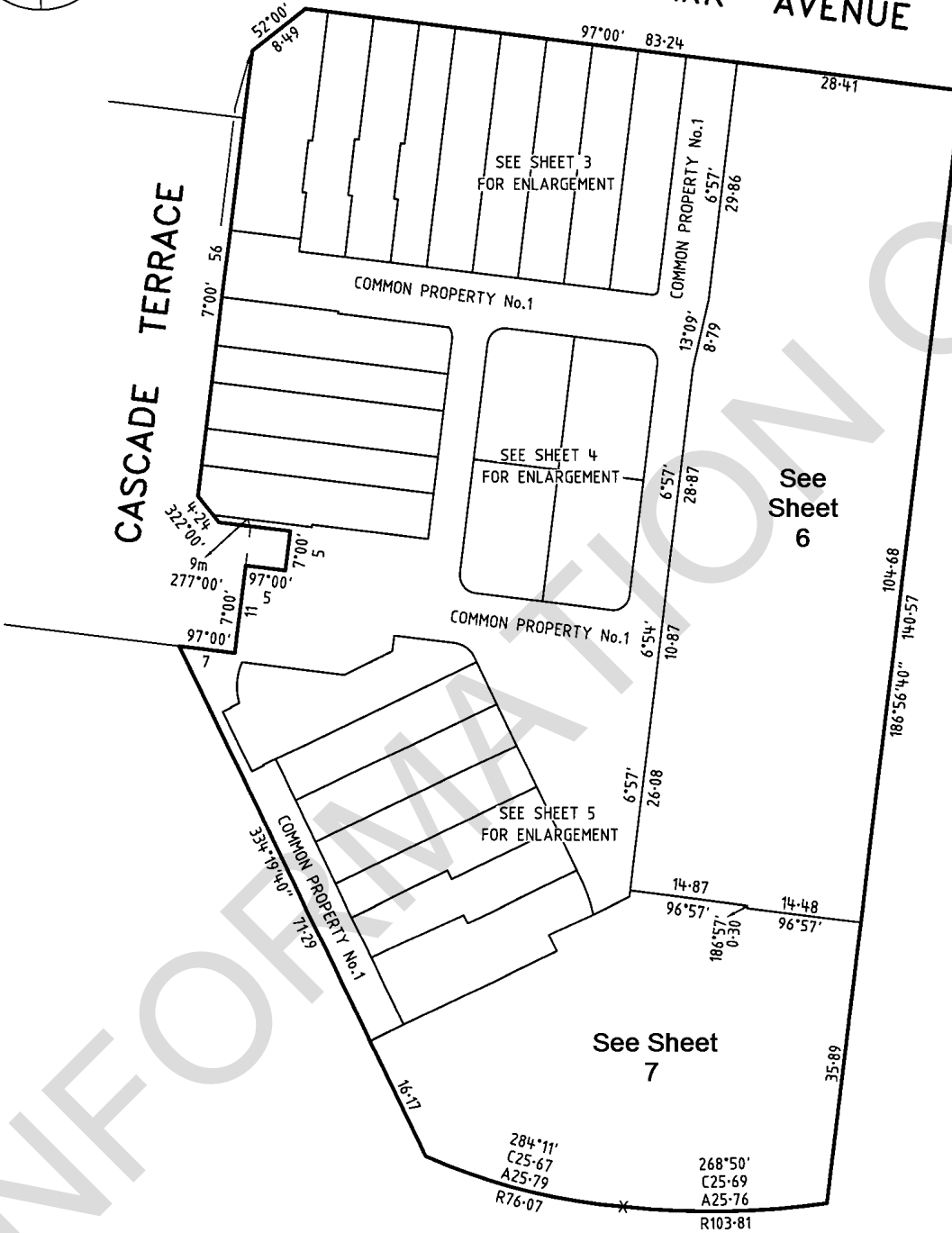
Plan Number

PS 629105E



CENTRAL PARK AVENUE

CASCADE TERRACE



Bosco Jonson Pty Ltd

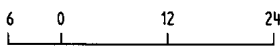
A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL

SCALE

SCALE SHEET SIZE
 1:600 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE *[Signature]* DATE 6 14 109

REF 6689003 23/04/09 VERSION B
 DWG 668900AB

Sheet 2

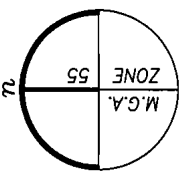
[Signature]
 DATE 31 8 2009

COUNCIL DELEGATE SIGNATURE

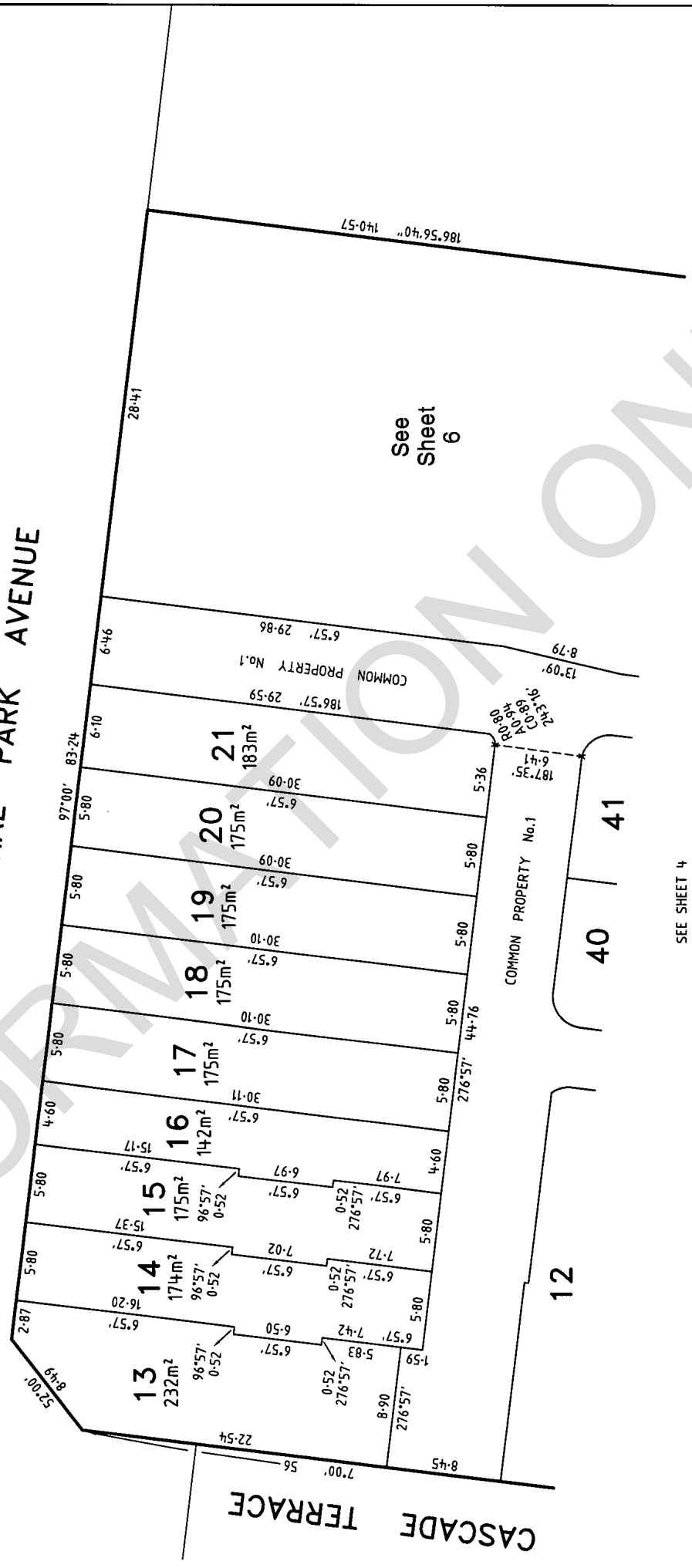
Original sheet size A3

PLAN OF SUBDIVISION

Stage No. **PS 629105E**
Plan Number



CENTRAL PARK AVENUE



Sheet 3
DATE 31 / 8 / 2009
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DATE 6 / 4 / 09
REF 668900B 23/04/09 VERSION B
DWG 668900AB

SCALE
3 0 6 12
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:300
SHEET SIZE A3

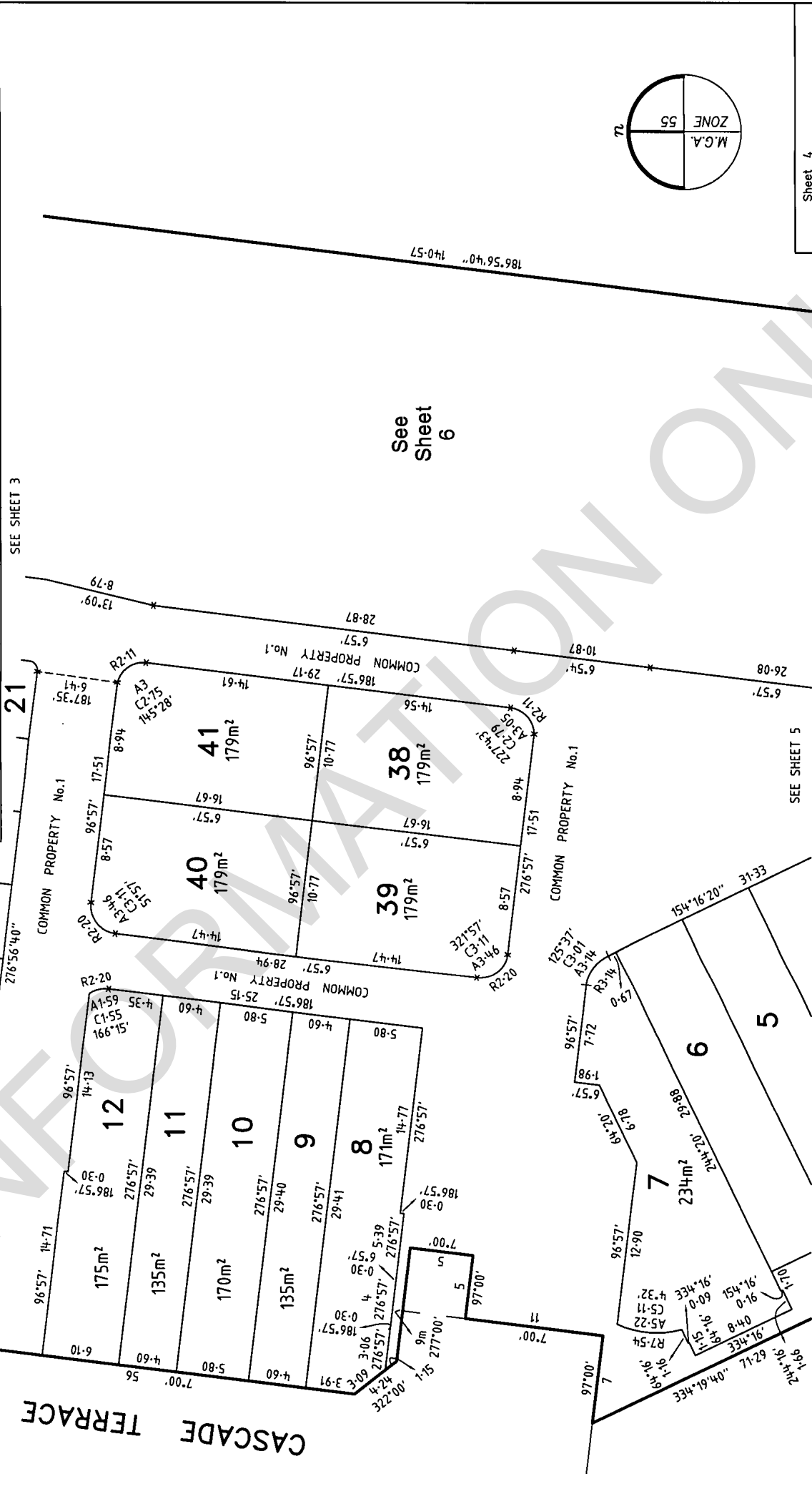
Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5892

CASCADE TERRACE

SEE SHEET 4

Plan Number
PS 629105E

Stage No.
PS 629105E



Sheet 4

DATE 31 / 8 / 2009

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DATE 6 / 4 / 09

REF 6689003 23/04/09 VERSION B

DWG 6689000AB

SCALE

3 0 6 12

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

1:300 A3

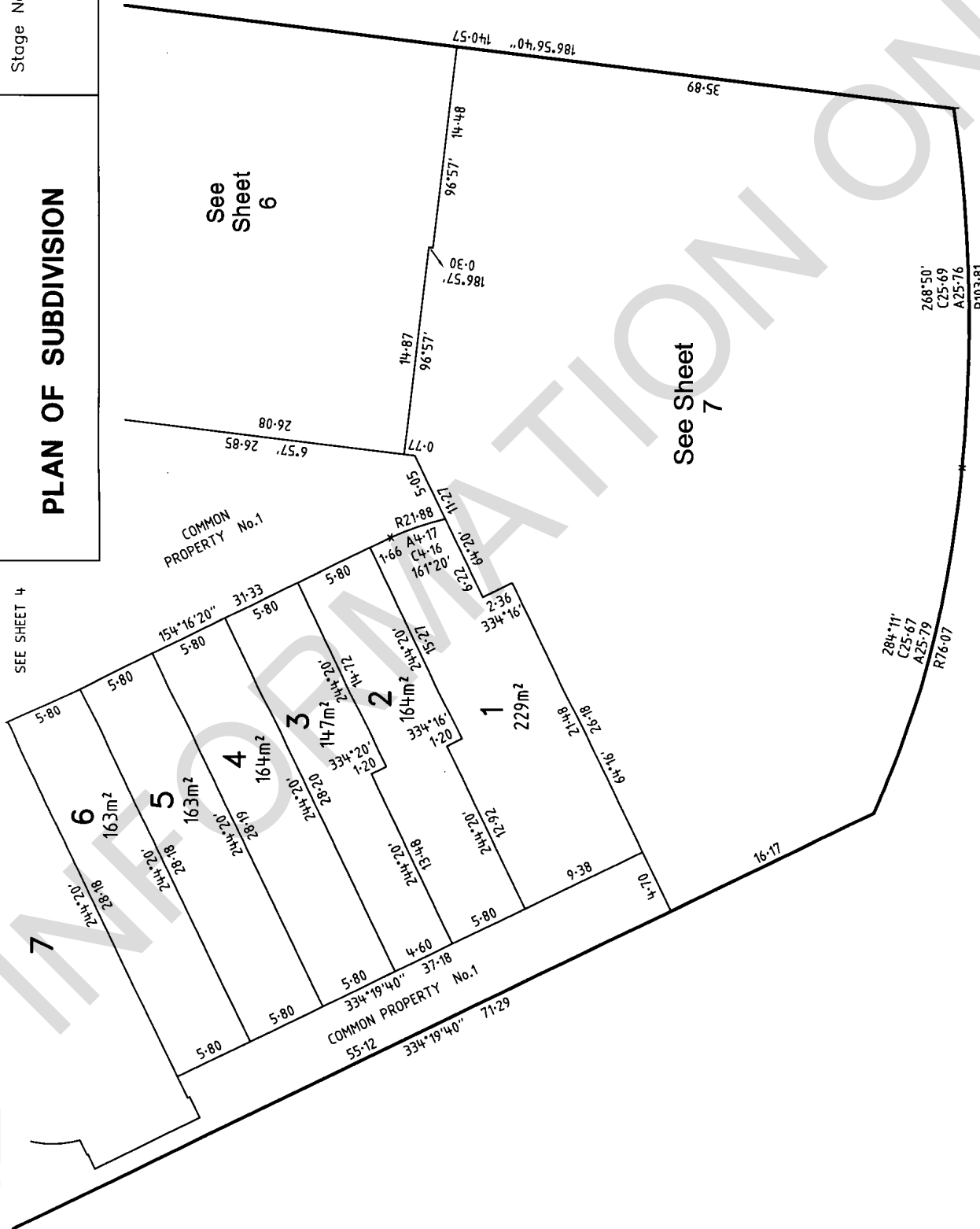
Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992

SEE SHEET 4

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 629105E



Sheet 5

DATE 31/8/2009

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE *[Signature]* DATE 6/4/09

REF 6689003

DWG 668900AB

23/04/09 VERSION B

SCALE

3 0 6 12

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

1:300 A3

Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992

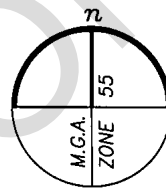
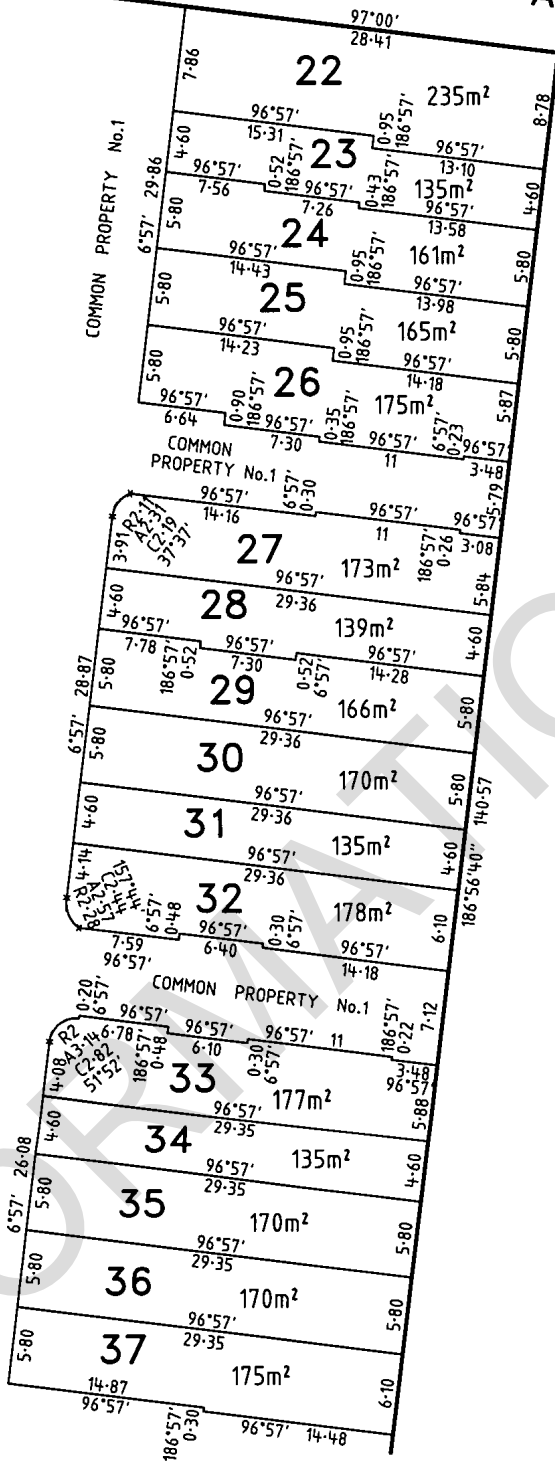
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 629105E

CENTRAL PARK AVENUE



Bosco Jonson Pty Ltd

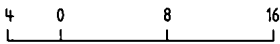
A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL

SCALE

SCALE
 SHEET SIZE
 1:400
 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE *[Signature]* DATE 6 14 109

REF 6689003 23/04/09 VERSION A
 DWG 668900BA

Sheet 6

[Signature]
 DATE 31 8 2009

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AH829871M
Number of Pages (excluding this cover sheet)	7
Document Assembled	28/07/2025 21:47

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

AH829871M

08/03/2011 \$105.20 173



Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: *RIGBY COOKE*
Phone:
Address:
Ref: Customer Code: *674 R*

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

Land: Volume 11043 Folio 363

Authority: Hume City Council
of 1079 Pascoe Vale Road, Broadmeadows Vic 3047

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

A copy of the Agreement is attached to this Application.

Signature of the Authority: *[Handwritten Signature]*

Name of Officer: *RICHARD SIEDWICKI*
CO-ORDINATOR STRATEGY PLANNING

Date: *7th March 2011*

THIS AGREEMENT is made the 7th day of March ~~2010~~²⁰¹¹ pursuant to Section 173 of the *Planning and Environment Act 1987* ("the Act").

PARTIES:

1. **HUME CITY COUNCIL** of 1079 Pascoe Vale Road, Broadmeadows, Vic 3047 ("the Responsible Authority"); and
2. **TANNOCH BRAE PROJECT PTY LTD** ACN 113 443 753 of 1816 Sturt Street, Ballarat Vic 3350 ("the Owner")

RECITALS:

- A. The Responsible Authority is responsible for the administration and enforcement of the Hume Planning Scheme ("the Planning Scheme") pursuant to the provisions of the Act.
- B. The Owner is the registered proprietor or entitled to be registered as the proprietor of the land described in Certificate of Title Volume 11043 Folio 363 and known as 169-175 Central Park Avenue, Craigieburn Vic 3064 ("the Land").
- C. The Responsible Authority requires the Owner to enter into an Agreement pursuant to Section 173 of the *Planning and Environment Act 1987*.
- D. The Owner and the Responsible Authority record their agreement on the terms set out in this Deed.

IT IS AGREED THAT:

1. Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provision of Section 173 of the *Planning and Environment Act 1987* ("the Act").
2. This Agreement shall come into force immediately upon execution by the parties and shall run with the Title to the Land.

Interpretation

3. The expression "Owner" shall be deemed to include its successors, assignees and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining

P20090135_004.DOC

P20101094_008.DOC

AH829871M

09/03/2011 \$105.20 173



possession of whole or part of the Land ("**the Successors**") as if each of those Successors had separately executed this Agreement in addition to the Owner.

4. The parties agree that in the interpretation of this Agreement:

4.1 The singular includes the plural and the plural includes the singular.

4.2 A reference to a gender includes a reference to each other gender.

4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.

4.4 If a party consists of more than one person this agreement binds them jointly and each of them severally.

4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.

4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

4.7 The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

4.8 A reference to the words "**Planning Scheme**" includes any planning control in the form of or similar to a planning scheme and being a successor to the Hume Planning Scheme;

4.9 A reference to the words "Responsible Authority" includes its successors as Responsible Authority for the Planning Scheme in which case any reference to the holder of an office with the Responsible Authority shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.

Jurisdiction

5. For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

Severability

6. Notwithstanding Clause 1, and in the event that this Agreement is held not to be an agreement validly entered into or enforceable under the Act,



it will nevertheless remain a contract between the parties and be enforceable as a contract in a Court of competent jurisdiction in the State of Victoria.

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

Undertakings of the Parties

8. The owner agrees that in accordance with the provisions of Planning Permit No. 12670 issued on 5 December 2008 the owner will:-
 - (a) provide access to all roads forming part of the Land including those located on Common Property for use by Council's rubbish and/or recycling vehicles and/or appointed contractors at all times, and
 - (b) keep the Council exempt from making any contribution towards the maintenance of any such roads which may arise from Council's use of those roads for carrying out of services such as rubbish collection.

Disputes

9. In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("the Tribunal") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, such matters shall be and is hereby referred to arbitration for an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominate, for arbitration.
10. Provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the Tribunal in accordance with Section 149 (1) (b) of the Act.
11. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 10 and 11 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

Owner's Covenants

12. The Owner warrants and covenants that:

AH829871M



- (a) it is both the registered proprietor (or entitled to be so) and the beneficial owner of the Land;
- (b) there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Subject Land and not disclosed by the usual searches;
- (c) the Subject Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act 1958*.

Registration of Agreement

- 13. The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement, acknowledgement or document) to enable the Responsible Authority to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act.
- 14. Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a Memorandum of this Agreement is registered on the Title to the Land, successors in title shall be required to:

Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

Execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

Notification to Successors in Title

- 15. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof until this Agreement and the Section 181 Application has been lodged with Land Victoria by or on behalf of the Responsible Authority and entered on the Certificate of Title to the Land.
- 16. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this Agreement.
- 17. The Owner and the Responsible Authority acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act and during the period of this Agreement the obligations imposed on the Owner, are



conditions on which the Land may be used or developed for specified purposes and, are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

Owner May Apply for Planning Permission

- 18 The parties acknowledge and agree that this Agreement will not and is not intended to prejudice the rights of the Owner to make any application under the Planning Scheme for permission to use and develop the Land or prevent or constrain the Responsible Authority from considering and determining any such application (other than the Planning Permit) in accordance with the requirements of the Planning Scheme and the Act.

Service

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

by delivering it personally to that party;

by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

- 20 A notice or other communication is deemed served:

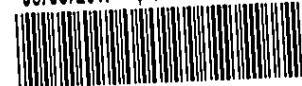
if delivered, on the next following business day;

if posted, on the expiration of two business days after the date of posting; or

if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

AH829871M

08/03/2011 \$105.20 173



IN CONFIRMATION of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.

EXECUTED by TANNOCH BRAE PROJECT PTY LTD ACN 113 443 753 in accordance with Section 127(1) of the Corporations Act 2001 (Cth):

[Signature]
Director

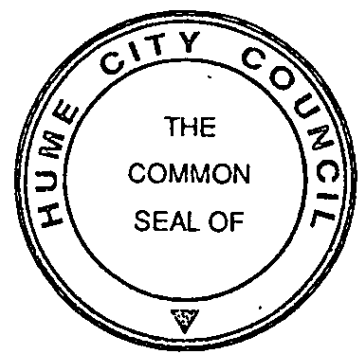
[Signature]
Director

THE COMMON SEAL OF HUME CITY COUNCIL was affixed by authority of the Council on the day of 2009 by authority of the Council in the presence of:

..... COUNCILLOR

..... CHIEF EXECUTIVE OFFICER

THE COMMON SEAL of HUME CITY COUNCIL was hereto affixed on the 3 day of March, 2011..... in the presence of:
COUNCILLOR
CHIEF EXECUTIVE OFFICER



AH829871M
08/03/2011 \$105.20 173

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AH885717F
Number of Pages (excluding this cover sheet)	6
Document Assembled	28/07/2025 21:47

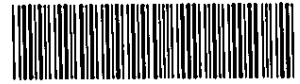
Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

AH885717F

07/04/2011 \$105.20 173



Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: *RIGBY COOKE*
Phone:
Address:
Ref: Customer Code: *674R*

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

Land: Volume 11043 Folio 363

Authority: Hume City Council
of 1079 Pascoe Vale Road, Broadmeadows Vic 3047

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

A copy of the Agreement is attached to this Application.

Signature of the Authority: *K Birtwistle*

Name of Officer: *KERRIE BIRTWISTUE*

Date: *29/3/11*

THIS AGREEMENT is made the 20th day of March 2011 pursuant to Section 173 of the *Planning and Environment Act 1987* ("**the Act**").

PARTIES:

1. **HUME CITY COUNCIL** of 1079 Pascoe Vale Road, Broadmeadows, Vic 3047 ("**the Responsible Authority**"); and
2. **TANNOCH BRAE PROJECT PTY LTD** ACN 113 443 753 of 1816 Sturt Street, Ballarat Vic 3350 ("**the Owner**")

RECITALS:

- A. The Responsible Authority is responsible for the administration and enforcement of the Hume Planning Scheme ("**the Planning Scheme**") pursuant to the provisions of the Act.
- B. The Owner is the registered proprietor or entitled to be registered as the proprietor of the land described in Certificate of Title Volume 11043 Folio 363 and known as 169-175 Central Park Avenue, Craigieburn Vic 3064 ("**the Land**").
- C. The Responsible Authority requires the Owner to enter into an Agreement pursuant to Section 173 of the *Planning and Environment Act 1987*.
- D. The Owner and the Responsible Authority record their agreement on the terms set out in this Deed.

IT IS AGREED THAT:

1. Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provision of Section 173 of the *Planning and Environment Act 1987* ("**the Act**").
2. This Agreement shall come into force immediately upon execution by the parties and shall run with the Title to the Land.

Interpretation

3. The expression "Owner" shall be deemed to include its successors, assignees and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the Land ("**the Successors**") as if each of

AH885717F

07/04/2011 \$105.20 173



those Successors had separately executed this Agreement in addition to the Owner.

4. The parties agree that in the interpretation of this Agreement:

4.1 The singular includes the plural and the plural includes the singular.

4.2 A reference to a gender includes a reference to each other gender.

4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.

4.4 If a party consists of more than one person this agreement binds them jointly and each of them severally.

4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.

4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

4.7 The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

4.8 A reference to the words "**Planning Scheme**" includes any planning control in the form of or similar to a planning scheme and being a successor to the Hume Planning Scheme;

4.9 A reference to the words "Responsible Authority" includes its successors as Responsible Authority for the Planning Scheme in which case any reference to the holder of an office with the Responsible Authority shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.

Jurisdiction

5. For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

Severability

6. Notwithstanding Clause 1, and in the event that this Agreement is held not to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a Court of competent jurisdiction in the State of Victoria.

AH885717F

07/04/2011 \$105.20 173



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

Undertakings of the Parties

8. The Owner agrees that it will develop the Land in accordance with the provisions and conditions of Planning Permit No. 12670 issued by the Responsible Authority on 5 December 2008.

Disputes

9. In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("the Tribunal") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, such matters shall be and is hereby referred to arbitration for an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominate, for arbitration.
10. Provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the Tribunal in accordance with Section 149 (1) (b) of the Act.
11. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 10 and 11 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

Owner's Covenants

12. The Owner warrants and covenants that:
 - (a) it is both the registered proprietor (or entitled to be so) and the beneficial owner of the Land;
 - (b) there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Subject Land and not disclosed by the usual searches;
 - (c) the Subject Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act 1958*.

Registration of Agreement

13. The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement, acknowledgement or document) to enable the Responsible Authority to enter a memorandum

AH885717F

07/04/2011 \$105.20 173



of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act.

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

- Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

- Execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

Notification to Successors in Title

- 15 The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof until this Agreement and the Section 181 Application has been lodged with Land Victoria by or on behalf of the Responsible Authority and entered on the Certificate of Title to the Land.
- 16 The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this Agreement.
- 17 The Owner and the Responsible Authority acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act and during the period of this Agreement the obligations imposed on the Owner, are conditions on which the Land may be used or developed for specified purposes and; are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

Owner May Apply for Planning Permission

- 18 The parties acknowledge and agree that this Agreement will not and is not intended to prejudice the rights of the Owner to make any application under the Planning Scheme for permission to use and develop the Land or prevent or constrain the Responsible Authority from considering and determining any such application (other than the Planning Permit) in accordance with the requirements of the Planning Scheme and the Act.

Service

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

AH885717F

07/04/2011 10:20 173



by delivering it personally to that party;

by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

20 A notice or other communication is deemed served:

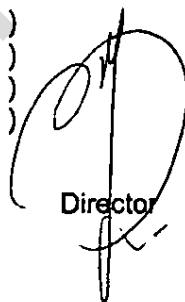
if delivered, on the next following business day;

if posted, on the expiration of two business days after the date of posting; or

if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

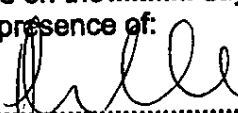
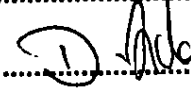
IN CONFIRMATION of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.

EXECUTED by TANNOCH BRAE PROJECT PTY LTD ACN 113 443 753 in accordance with Section 127(1) of the Corporations Act 2001 (Cth):


Director


Director

~~THE COMMON SEAL OF HUME CITY COUNCIL was affixed by authority of the Council on the ... day of 2009 by authority of the Council in the presence of:~~

THE COMMON SEAL of HUME CITY COUNCIL was hereto affixed on the 30 day of March, 2011 in the presence of:
COUNCILLOR 
CHIEF EXECUTIVE OFFICER 

..... COUNCILLOR

..... CHIEF EXECUTIVE OFFICER



AH885717F

07/04/2011 \$105.20 173



Property No : 678160
Certificate No : eLIC079529
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2026
All Enquiries and Updates to Rates on 9205 2688



ABN 14 854 354 856
 1079 PASCOE VALE ROAD
 BROADMEADOWS
 VICTORIA 3047

PO BOX 119
 DALLAS 3047

Telephone: 03 9205 2200
 Rates Dept 03 9205 2688
 Facsimile: 03 9309 0109
www.hume.vic.gov.au

Your Reference: 388628
 Date of Issue: 28/07/2025

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

Property Description:	Lot 19 PS 629105E Vol 11266 Fol 840
Property Situated:	163 CENTRAL PARK AVE CRAIGIEBURN VIC 3064

Site Value	\$177500	C.I.V.	\$460000	N.A.V.	\$23000	AVPCC	120
------------	----------	--------	----------	--------	---------	-------	-----

The level of valuation is 1/01/2025 and the Date the Valuation was adopted for Rating Purposes is 1/07/2025

RATES AND CHARGES FROM		01/07/2025	TO	30/06/2026
		RATE LEVIED ON C.I.V.		BALANCES OUTSTANDING
General Rate		\$1,046.40		\$1,046.40
Land Use Rebate		\$0.00		\$0.00
Optional Waste Charges		\$0.00		\$0.00
ESVF Levy		\$215.50		\$215.50
Special Charge / Rate		\$0.00		\$0.00
Waste Rates and Charges		\$644.64		\$644.64
Arrears as at 30/06/2025				\$0.00
Interest / Legal Costs				
TOTAL RATES AND CHARGES		\$1,906.54		\$1,906.54

**PLEASE NOTE :	Rates for 2025/2026 are payable by four instalments on the following dates 30/09/2025, 30/11/2025, 28/02/2026 & 31/05/2026
------------------------	---

OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance

TOTAL OTHER CHARGES:

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS	
TOTAL OUTSTANDING AT ISSUE DATE :	\$1,906.54

All overdue rates and charges must be paid at settlement..

Property No : 678160
Certificate No : eLIC079529
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2026
All Enquiries and Updates to Rates on 9205 2688

Property Situated: 163 CENTRAL PARK AVE CRAIGIEBURN VIC 3064

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
- There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate. It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Council's Planning & Development Team on telephone (03) 9205 2200 for information on planning controls relating to the property.

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$30.60 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer
28/07/2025

Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to rates@hume.vic.gov.au

PEXA BPAY BILLER CODE HAS CHANGED



Billier Code: 357947
Ref: 9726928

If settling outstanding amounts via BPAY please send advice to rates@hume.vic.gov.au

28th July 2025

Bizcom Legal C/- InfoTrack (LEAP) C/- LANDATA
LANDATA

Dear Bizcom Legal C/- InfoTrack (LEAP) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	163 CENTRAL PARK AVENUE CRAIGIEBURN 3064
Applicant	Bizcom Legal C/- InfoTrack (LEAP) C/- LANDATA LANDATA
Information Statement	30959569
Conveyancing Account Number	7959580000
Your Reference	388628

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	163 CENTRAL PARK AVENUE CRAIGIEBURN 3064
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	163 CENTRAL PARK AVENUE CRAIGIEBURN 3064
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

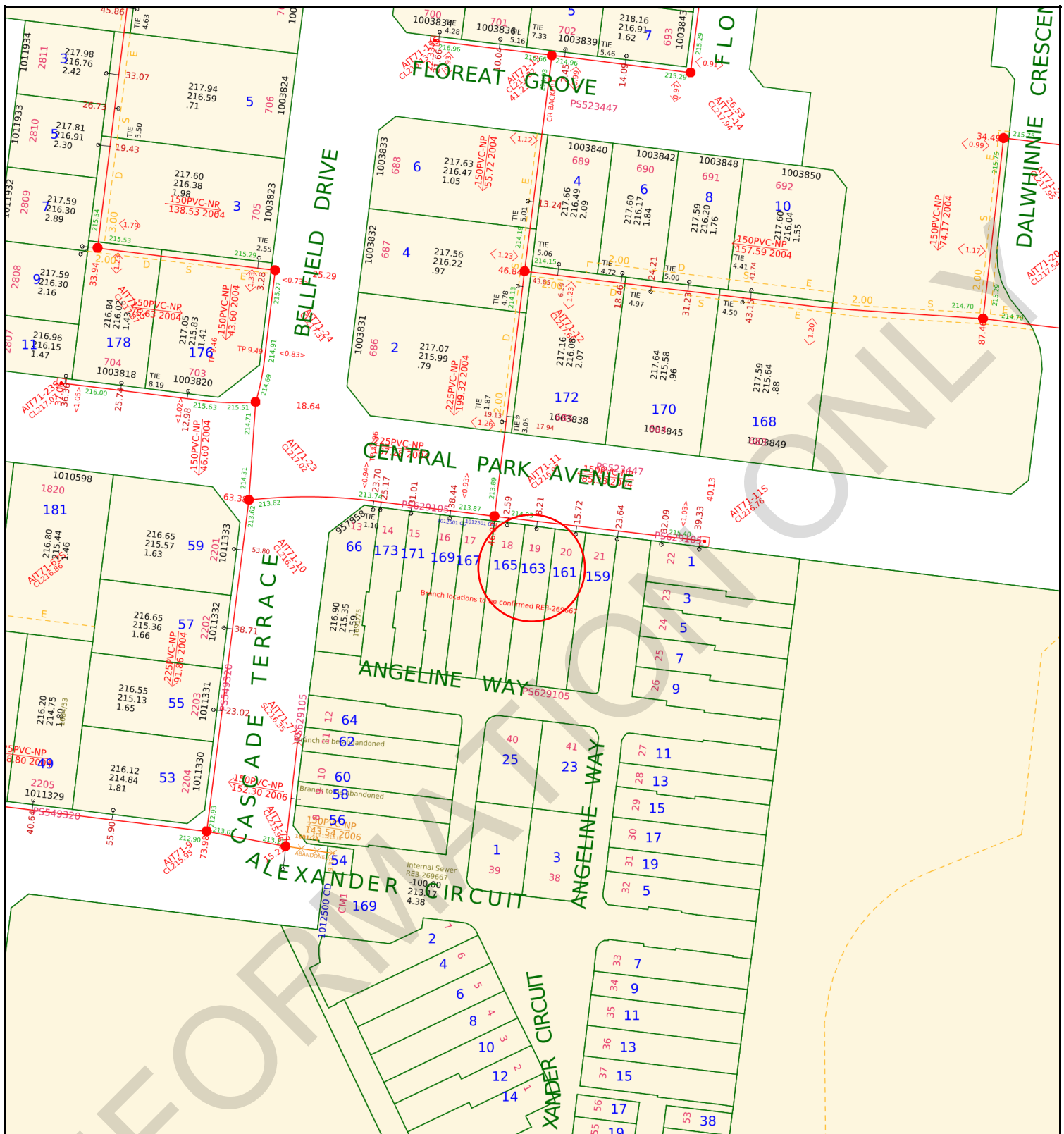
THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

The land is affected by a drainage encumbrance however requirements have been set by Melbourne Water that upon execution will render the land no longer affected by the encumbrance. Melbourne Water is or may be awaiting a Certified Survey Plan, "As Constructed" or Engineering Plan verifying that the requirements have been met. For further information contact Melbourne Water on 9679 7517.

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: 30959569**

Address	163 CENTRAL PARK AVENUE CRAIGIEBURN 3064
Date	28/07/2025
Scale	1:1000



ABN 93 066 902 501

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

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

Bizcom Legal C/- InfoTrack (LEAP) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7165660040
Rate Certificate No: 30959569

Date of Issue: 28/07/2025
Your Ref: 388628

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
163 CENTRAL PARK AVE, CRAIGIEBURN VIC 3064	19\PS629105	1770413	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$21.26
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$122.58
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$22.63
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$31.51
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$197.98



GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

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

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

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

8. From 01/07/2025, 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.

Property No: 1770413

Address: 163 CENTRAL PARK AVE, CRAIGIEBURN VIC 3064

Water Information Statement Number: 30959569

HOW TO PAY



Billers Code: 314567
Ref: 71656600402

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / BIZCOM LEGAL

Your Reference:	250596
Certificate No:	92465939
Issue Date:	29 JUL 2025
Enquiries:	ESYSPROD

Land Address: 163 CENTRAL PARK AVENUE CRAIGIEBURN VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38858007	19	629105	11266	840	\$0.00

Vendor: LAKHVIR KAUR
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS LAKHVIR KAUR	2025	\$182,500	\$690.95	\$0.00


Comments: Land Tax of \$690.95 has been assessed for 2025, an amount of \$690.95 has been paid.

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

Comments:

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

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):	\$450,000
-------------------------------	-----------

SITE VALUE (SV):	\$182,500
------------------	-----------

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
---	---------------

Notes to Certificate - Land Tax

Certificate No: 92465939

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$182,500

Calculated as \$975 plus (\$182,500 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,500.00

Taxable Value = \$450,000

Calculated as \$450,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92465939

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: 92465939

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 / BIZCOM LEGAL

Your Reference:	250596
Certificate No:	92465939
Issue Date:	29 JUL 2025
Enquires:	ESYSPROD

Land Address: 163 CENTRAL PARK AVENUE CRAIGIEBURN VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38858007	19	629105	11266	840	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$450,000
SITE VALUE:	\$182,500
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92465939

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 / BIZCOM LEGAL

Your Reference:	250596
Certificate No:	92465939
Issue Date:	29 JUL 2025

Land Address: 163 CENTRAL PARK AVENUE CRAIGIEBURN VIC 3064

Lot	Plan	Volume	Folio
19	629105	11266	840

Vendor: LAKHVIR KAUR
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 92465939

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: 92465939

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: 92465939

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Bizcom Legal C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 388628

NO PROPOSALS. As at the 8th August 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®.

163 CENTRAL PARK AVENUE, CRAIGIEBURN 3064
CITY OF HUME

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

Date of issue: 8th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77574353 - 77574353214511 '388628'



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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.

Produced: 28/07/2025 09:47:23 PM

OWNERS CORPORATION 1
PLAN NO. PS629105E

The land in PS629105E is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 56.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

DR STRATA MANAGEMENT SUITE 1 94 HIGH STREET BERWICK VIC 3806

AJ417582A 09/01/2012

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC010582S 27/04/2011

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2025 09:47:23 PM

**OWNERS CORPORATION 1
PLAN NO. PS629105E**

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2025 09:47:23 PM

**OWNERS CORPORATION 1
PLAN NO. PS629105E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	10	10
Lot 37	10	10
Lot 38	10	10
Lot 39	10	10
Lot 40	10	10
Lot 41	10	10
Lot 42	10	10
Lot 43	10	10
Lot 44	10	10
Lot 45	10	10
Lot 46	10	10
Lot 47	10	10
Lot 48	10	10
Lot 49	10	10
Lot 50	10	10
Lot 51	10	10
Lot 52	10	10
Lot 53	10	10
Lot 54	10	10
Lot 55	10	10
Lot 56	10	10
Total	560.00	560.00

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

Statement End.

OWNERS CORPORATION CERTIFICATE

Section 151 – Owners Corporations Act 2006
Regulations 16 & 17 of the Owners Corporations Regulations 2018

Owners Corporation Number : **629105**
Vendor : **Kaur, Lakhvir**
Purchaser : **TBA**
Requested by : **InfoTrack on behalf of Bizcom Legal**

This certificate is issued for **Lot 19** on Plan No: **OC 629105** the address of which is:
169-175 Central Park Avenue, CRAIGIEBURN VIC - 3064.

1. The present fees for the above **Lot 19** are **\$1,011.65 bi-annually, payable in advance.**
2. The fees are paid up to **31st July 2025.**
3. Unpaid fees are **NIL.**

Please note: \$1,011.65 is due by 01/08/2025 for period 01/08/2025 to 31/01/2026.

PAYMENTS MADE BY PEXA MUST BE BY BPAY:

Fees paid on settlement using PEXA, are to be made using the specific BPAY reference as detailed below:

Biller Code: 96503
Ref: 303247886182175

4. A special levy has been raised for the insurance premium, the amount due for Lot 19 is \$232.15 and has been paid in full.
5. The Owners Corporation has not performed any repair, work or act which would incur an additional charge to that set out above at present.
6. The Owners Corporation presently has the following insurance cover:

Company	Strata Unit Underwriting Agency Pty Ltd.
Policy No.	06S3575131
Kind of Policy	Residential Strata Insurance Plan
Building amount	\$ 41,823,267.00
Public Liability	\$20,000,000.00
Buildings Covered	Residential Units
Renewal Date	2 nd October 2025
7. Current funds held by the Owners Corporation are **\$ 76,713.05.**
8. The Owners Corporation has no other liabilities that it is aware of not specified in Items 1 to 4 above.
9. There are no contracts, leases, licences or agreements in place affecting the common property.
10. The Owners Corporation has made an agreement to provide services to lot owners and occupiers in respect to provision of electricity via an embedded network.
11. No notices or orders have been served on the Owners Corporation.
12. There are no legal proceedings to which the Owners Corporation is a party, at present.

13. The Owners Corporation has resolved to appoint Strata Management Victoria Pty Ltd of Suite 11, Level 2, 66 Victor Crescent, Narre Warren, VIC 3805
14. No proposal has been made for the appointment of an administrator.
15. The minutes of the last Annual General Meeting; the prescribed statement required to accompany the Owners Corporation Certificate (Regulation 17, Schedule 3); the Model Rules for an Owners Corporation for this Owners Corporation are attached herewith.

The common seal of Owners Corporation No. 629105 was affixed and witnessed by, and in the presence of, the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Issued for and on behalf of

Owners Corporation 629105

By the registered and appointed OC Managers:

Strata Management Victoria

Dated 30 July 2025

The information provided within this certificate is correct to the best of our knowledge as at the date of issue.

The information herein is subject to change without notice.

A verbal update may be provided on request within 30 days of issue (thereafter a new certificate must be sought in the prescribed manner).



INFORMATION ONLY

Minutes of the Annual General Meeting OC No. 629105

169-175 Central Park Avenue, CRAIGIEBURN VIC 3064

held via videoconference using zoom
on Wednesday, 28th August 2024 at 12:00 pm

Voting and conduct of the meeting:

The meeting was conducted remotely using zoom with one vote recorded for each lot. This is in accordance with Section 87 and 89 of the Owners Corporations Act 2006.

In order to accurately record votes all participants were required to record and provide their name and unit or lot number. Where decisions were unanimous or passed without dissent, the minutes will state this. Where a decision was reached by majority vote, voting numbers will be provided.

These minutes serve to record those in attendance, the text of the resolutions passed, if applicable, and the voting recorded at the meeting and do not serve as a full commentary of the entire meeting. This is in accordance with Section 81 of the Owners Corporations Act 2006.

1. Attendance

1.1 Attendance in person

Lot #	Name
1	JJAJ Pty Ltd (Mr J Condidorio)
5	Ms T Carr
7	Mrs L Cardamone
9	Ms L Trick
39	Mrs M Short

Also present were:

Strata Management Victoria Nikki Reed

1.2 Proxies - Nil

1.3 Apologies

Lot #	Name
29	Ms S Ozkaya

2. Eligibility to vote and Quorum for meeting

All owners present were eligible to vote at the meeting. Owners were advised that a quorum was not present (not more than 50% of the total votes or at least 50% of the lot entitlements for the Owners Corporation) including proxies and therefore, all resolutions passed would be interim decisions only and become resolutions of the Owners Corporation 29 days from the date of the interim resolution.

3. Meeting Chairperson

Nikki Reed was elected to chair the meeting.

4. Meeting Minute Taker

Nikki Reed was elected to record the minutes of the meeting.

5. OC Managers Report

It was unanimously resolved to confirm the OC Managers report, as provided with the notice of meeting.

6. Minutes of previous meeting

It was unanimously resolved that the minutes of the Annual General Meeting held on 6th October 2023 be adopted as a true and accurate record of that meeting.

7. Insurance

The Owners Corporation currently has the following insurance cover: –

Company:	Strata Unit Underwriting Agency Pty Ltd
Policy No:	06S3575131
Kind of Policy:	Residential Strata Insurance
Building value insured:	\$ 40,230,000
Public Liability:	\$20,000,000
Fidelity Guarantee:	\$100,000
Expiry Date:	2 nd October 2024

7.1 Independent Insurance Valuation (Section 65 of the OC Act 2006)

The Owners Corporation is required by law to seek an independent insurance valuation every 5 years. The last valuation was conducted on 21st May 2024 with the next valuation due in May 2029 or earlier, as resolved by the Owners Corporation.

7.2 Insurance Renewal

It was unanimously resolved to continue the insurance at the next renewal 02/10/2024 with Strata Unit Underwriting Agency Pty Ltd subject to a competitive quotation being at the current value increased by CPI.

7.3 Payment of excess in the event of a claim

It was resolved that if an individual makes a claim where they are the only beneficiary or in the event that a particular lot owner has caused the need for a claim, the individual concerned will pay the excess. In all other scenarios the excess will be paid by the Owners Corporation. The current excess is \$1,000.00 for standard claims.

7.4 Items not covered

Public Liability on private property & contents

Please note, the Public Liability on this policy is for the Common Areas only and lot owners should obtain Public Liability coverage as well as Landlord or Contents insurance on their own titles privately as these are not covered under the Owners Corporation's policy.

Carpets & floating floors

This is particularly relevant to the carpets which are not covered under the Owners Corporation policy. Owners should check their individual policy regarding floating floors as they may not be covered under the Strata Building Policy.

7.5 Disclosure

The Owners Corporation Manager noted that Strata Management Victoria are Authorised Representatives of Consolidated Insurance Agencies (CIA) ASIC Licensee No. 243261 for the sale of strata insurance products and receives commission from them.

7.6 General & factual advice

The Owners Corporation Manager can only give general and factual advice and is required to obtain clear instructions for the renewal of the insurance.

7.7 Product Disclosure Statement & Financial Services Guide

A Product Disclosure Statement for Strata Unit Underwriting Agency Pty Ltd and Financial Services Guide for Consolidated Insurance Agencies (CIA) are available upon request at any point.

8. Financial Statements

It was unanimously resolved to accept the Financial Statements to 31/07/2024 as a true and accurate record of the financial situation of the Owners Corporation.

9. Budget

9.1 Budget adopted

In accordance with Section 23 of the OC Act 2006 it was unanimously resolved that the current budget and contributions for the year ending 31/07/2025 be adopted as presented, the total amount of the budget is as shown below:

Total Administration Fund Budget	\$ 107,305.00
Total Maintenance Fund Budget	<u>\$ 6,000.00</u>
TOTAL:	\$ 113,305.00

9.2 Penalty Interest (Section 29 of the OC Act 2006)

In accepting the budget contributions it was resolved that penalty interest will be charged on overdue amounts owing to the Owners Corporation. The rate charged will not exceed the maximum rate payable under the Penalty Interest Rate Act 1983.

10. Recovery of costs procedure

10.1 Debt Recovery

It was resolved without dissent that the Manager is to take all reasonable steps necessary for recovery of outstanding fees and levies and charges due by any member to the Owners Corporation including application in any Court or Tribunal of competent jurisdiction. The Manager and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any debt recovery action taken.

10.2 Cost Recovery

It was resolved without dissent that the Owners Corporation may recover as a debt from the person/s in default or breach, the costs, charges, and expenses incurred by the Owners Corporation arising out of any default or breach, by any lot owner or occupier of a lot, of any obligation under the Owners Corporations Act 2006, the Owners Corporation Regulations 2018 or the Rules of the Owners Corporation.

This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred because of the failure to pay fees, levies and charges due.

11. Occupational Health & Safety and Essential Safety Measures

11.1 Responsibility to Occupational Health and Safety (OH&S)

It was unanimously resolved to acknowledge the Owners Corporations responsibilities in relation to Occupational Health and Safety (OH&S) on the common property and the need to continually monitor risks accordingly and report to the OC Manager.

11.2 Responsibility to Essential Safety Measures (ESM's)

It was unanimously resolved to confirm the Owners Corporations obligations to comply with the requirement to maintain all Essential Safety Measures in accordance with the Building Act 1993 and the Building Regulations 2018.

12. Election of Owners Corporation committee

12.1 Members

The following members were elected, unopposed, to the committee: –

Lot #	Name
1	Mr John Condidorio
5	Ms Taylor Carr
29	Ms Sevda Ozkaya
39	Mrs Megan Short

In accordance with Section 11 of the Owners Corporations Act 2006, unless delegated otherwise, the committee of the Owners Corporation is delegated all powers and functions that may be exercised by the Owners Corporation, except for those requiring a special or unanimous resolution or those resolved to be determined at a General Meeting of the Owners Corporations under Section 82 of the Act.

13. Election of Chairperson & Secretary of the Owners Corporation

12.1 Owners Corporation Chairperson (Section 98 of the OC Act 2006)

Mr John Condidorio was elected chairperson of the committee, by unanimous vote of the elected committee members

13.2 Owners Corporation Secretary (Section 99 of the OC Act 2006)

It was resolved that the Owners Corporation Manager will act as Owners Corporation Secretary and perform the functions of such under the OC Act 2006.

14. Management Renewal

It was resolved to appoint Strata Management Victoria (SMV) as managers of the Owners Corporation, for a further term of three years, commencing 28th August 2024. An approved Contract of Appointment will be signed to that effect.

15. General Business

Matters raised at general business are for the consideration of the elected committee, or are actioned as noted below: -

15.1 It was resolved to have three new CCTV cameras installed around the complex. Quotations will be obtained, and the committee will decide which quotation is accepted. Payment will be made from existing funds.

15.2 It was resolved to have new parking signage installed around the complex concerning the parking. Payment will be made from existing funds.

15.3 It was resolved to issue a letter to each resident explaining the dumping of rubbish, parking and expected behaviour of residents. The committee will compile this letter and the manager will have it distributed.

Dated: 28/08/2024

Nikki Reed

Strata Management Victoria

Owners Corporation No. 629105

Meeting closed 1.20pm

Schedule 3 — Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

Schedule 2 — Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.

- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
- (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

**Residential Rental Agreement[©]****Residential Tenancies Act 1997**
(Section 26(1))

(Regulation 10(1))

RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the renter listed on this form. Rental providers must use this form for a fixed term residential rental agreement of no more than 5 years or a periodic residential rental agreement in writing.

PART A—GENERAL**1. DATE OF AGREEMENT**

This is the date the agreement is signed 11 September 2022

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. PREMISES LET BY RENTAL PROVIDER

Address of premises

163 Central Park Av, Craigieburn VIC 3064

3. RENTAL PROVIDER'S DETAILS

Full name or company name of rental provider: **Lakhvir Kaur**

Address: **L 1 1 Queens Rd, Melbourne VIC 3004**

Phone number: 04395 [REDACTED]

ACN:

Email address: **daranee@gandhpropertygroup.com.au**

RENTAL PROVIDER'S AGENT DETAILS

Full name: **G & H Property Group Pty Ltd**

Address: **L1 1 Queens Rd Street MELBOURNE VIC 3004**

Phone number: **03 9863 9167**

ACN:

Email address: **admin@gandhpropertygroup.com.au**

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. RENTER DETAILS

Each renter that is party to the agreement must provide their details here.

Full name of renter: **Kathleen O'Callaghan**

Current Address: **163 Central Park Av, Craigieburn VIC 3064**

Phone number: [REDACTED]

Email address: [REDACTED]

**Residential Rental Agreement[©]****5. LENGTH OF AGREEMENT** Fixed term agreementStart date: **22nd day of November, 2022**
(this is the date the agreement starts and you may move in)End date: **21st day of November, 2023** Periodic agreement (monthly)

Start date: _____ day of _____, 20 _____

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. RENTThe rent amount is (\$) **1,521.00**
(payable in advance)To be paid per:
(tick one box only) week fortnight calendar monthDay rent is to be paid **22nd**
(e.g. each Thursday or the 11th of each month)Date first rent payment due **22 / 11 / 2022****7. BOND**

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may

- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

Bond amount (\$) **1,347.00**Date bond payment due **02 / 04 / 2020****PART B – STANDARD TERMS****8. RENTAL PROVIDER'S PREFERRED METHODS OF PAYMENT**

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

Payment Method : **BPAY**

Payment Details : _____



Residential Rental Agreement[©]

9. SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHODS

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email? The rental provider must complete this section before giving the agreement to the renter.

(rental provider to tick as appropriate)

The RENTAL PROVIDER: **Lakhvir Kaur**

Yes, at this email address: **daranee@gandhpropertygroup.com.au**

No.

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(rental provider to tick as appropriate)

The RENTER: **Kathleen O'Callaghan**

Yes, at this email address: [REDACTED]

No.

(The option to consent should be provided to each renter who is a party to the agreement)

[REDACTED]
[REDACTED]



Residential Rental Agreement[©]

10. URGENT REPAIRS

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair

(rental provider to insert details)

Emergency contact name: **G&H Property Group**

Emergency contact phone: **03 9863 9167**

Emergency contact email: **admin@gandhpropertygroup.com.au**

11. PROFESSIONAL CLEANING

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless—

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear. [REDACTED]

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. OWNERS CORPORATION

Do owners corporation rules apply to the premises? (rental provider to tick as appropriate)

YES

NO

If yes, the rental provider must attach a copy of the rules to this agreement.

13. CONDITION REPORT

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided.

The condition report will be provided to the renter on or before the date the agreement starts.

[REDACTED]

[REDACTED] **PROPERTY-RELATED ACTIVITIES**

14. ELECTRICAL SAFETY CHECKS



Residential Rental Agreement[®]

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. GAS SAFETY ACTIVITIES

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

Residential Rental Agreement[®]

16. SMOKE ALARM SAFETY ACTIVITIES

- (a) The rental provider must ensure that—
- (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—
- (i) information about how each smoke alarm in the rented premises operates;
 - (ii) information about how to test each smoke alarm in the rented premises;
 - (iii) information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.
Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17. SWIMMING POOL BARRIER SAFETY

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18. RELOCATABLE SWIMMING POOL SAFETY ACTIVITIES

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.
Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19. BUSHFIRE PRONE AREA ACTIVITIES

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Residential Rental Agreement[®]

PART D - RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the Act. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.
For more information, visit consumer.vic.gov.au/renting.

20. USE OF THE PREMISES

The renter—

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. CONDITION OF THE PREMISES

The rental provider—

- must ensure that the premises comply with minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the Agreement.

The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. MODIFICATIONS

The renter—

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. LOCKS

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and



Residential Rental Agreement[®]

- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system. The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

24. REPAIRS

Only a suitably qualified person may do repairs—both urgent and non-urgent.

25. URGENT REPAIRS

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. NON-URGENT REPAIRS

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must complete repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.



Residential Rental Agreement[®]

27. ASSIGNMENT OR SUB-LETTING

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider—

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. RENT

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. ACCESS AND ENTRY

The rental provider may enter the premises—

- at any time, if the renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

30. PETS

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

PART E - ADDITIONAL TERMS

31. ADDITIONAL TERMS (IF ANY)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-services-practices/contracts/unfair-contract-terms.

31.1 Meanings in these additional terms

31.1.1 In these additional terms "I", "me", or "my", are used to describe the rental provider and "you" or "your", the renter. The descriptions apply even if there is more than one rental provider or renter.

31.1.2 ***Important advice about "writing"**. In these additional terms the word "writing" means all ways of

Residential Rental Agreement[®]

representing or reproducing words, figures, or symbols in a visible form, unless a form prescribed by the Residential Tenancies Act or Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter.

- 31.1.3** Before you use an electronic means to send a message or document to me check clause 9.1 to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 9.1 or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.
- 31.2 Other use of the rented premises**
- 31.2.1** You must use the premises primarily as your home. If you also want to use them for some ancillary purpose – for example, as an office for your business, as a rooming house, for short term accommodation, or to provide services to clients visiting the premises, you must ask me in *writing for permission beforehand. Before I decide I may ask you to provide reasonable information about the proposed use, including any proposed alterations to the premises, and if I give my permission, I may ask you to comply with reasonable conditions. Before the rental agreement ends you must also comply with section 64(2) of the Residential Tenancies Act. You cannot use an SMS message to ask me for my permission.
- 31.2.2** Use of the rental premises primarily as a home does not include:
- the storage of flammable liquids or gases apart from in small quantities for normal domestic use,
 - the service or repair of a vehicle or boat of any description except for routine minor maintenance,
 - disposal on the premises, including the land, of any liquid fuels, oils, tyres, paints, or other polluting substances.
- 31.3 Storage and removal of waste and rubbish**
- 31.3.1** You must store rubbish and waste in appropriate containers with close fitting lids.
- 31.3.2** If a place or places are provided for rubbish and waste containers you will keep them there.
- 31.3.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 31.3.4** The only waste containers the Rental Tenancies Regulations require me to provide are a rubbish bin and a recycling bin which are provided by the local council, or which are vermin proof and compatible with local council collection.
- 31.4 My insurance on the premises**
- 31.4.1** If I provide you with a copy of my insurance policy for the rented premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased, unless you are entitled to do so by the Residential Tenancies Act 1997 or some other legislation.
- 31.4.2** If it is found you are liable to compensate or reimburse me for damage to any part of the premises, and I recover part or all of the loss I have suffered by making a successful claim on my insurance, you will only be liable to reimburse me for that part of your liability which is not covered by the amount I recover from my insurance.
- 31.4.3** My insurance policy does not cover your goods and personal belongings against theft, loss, or damage. If you wish to insure your goods and personal belongings against theft, loss, or damage it is your responsibility to do so.
- 31.5 Locks (see clause 23) and alarms**
- 31.5.1** Key of a lock means a device or information normally used to operate the lock.
- 31.5.2** Lock means a device for securing a door or window or other part of the premises.
- 31.5.3** Master key system means a set of locks in which each lock or subset of locks has a unique key, and one single key or master key can operate all the locks in the set.
- 31.5.4** You may change locks at the rented premises but only if you install replacement locks that will not be capable of being operated by the keys already provided and will instead be operated by new keys. Any



Residential Rental Agreement[®]

change of locks must not breach the minimum standards for locks contained in the Residential Tenancies Act and Regulations.

- 31.5.5** If the lock is keyed alike with other locks in the premises and you make a change to the keying of any of those locks, you must change all the keyed alike locks so that they can continue to be operated by one key.
- 31.5.6** If you change the locks, you must purchase the same number of keys as were supplied to you at the commencement of the tenancy and supply them to me or my managing agent at the end of the tenancy. In addition, you must give to me or my managing agent duplicates of the new key/s as soon as practicable and preferable within one business day of changing the locks.
- 31.5.7** You may change the code of an alarm at the rented premises.
- 31.5.8** If you change the code or install an alarm system you must tell me or my managing agent in *writing of the code as soon as practicable and preferable within one business day of the change or installation. You cannot use and SMS message to tell me of the new code.
- 31.6 Defects (see clauses 25 and 26)**
- 31.6.1** When you become aware of a defect at the rented premises that may injure someone or cause damage you must, in addition to telling me or my managing agent as soon as possible, take reasonable action to avoid risk of injury to yourself or anybody else and to prevent further damage.
- 31.7 Light globes, fluorescent tubes, and LED lights**
- 31.7.1** At the commencement of the rental agreement light globes, fluorescent tubes and LED lights will be in working order. If on taking possession of the rental premises you find this to not be the case, you must notify me or my managing agent as soon as possible so that the problem may be rectified at my expense.
- 31.7.2** During the rental agreement [REDACTED] light globes, fluorescent tubes, starters, and LED lights that cease to function, unless it has ceased to function due to actions taken by me, my managing agent, or my contractor. The requirement for you to replace LED lights does not extend to instances where the light fitting needs to be replaced, because as with other faulty light fittings, their replacement is my responsibility.
- 31.7.3** If for whatever reason you cannot personally fulfil your obligations, you may at your expense engage a suitable contractor to complete the tasks.
- 31.8 Sewers and septic systems**
- 31.8.1** Things that may cause a blockage must not be placed into the sewerage or septic system, in addition to the toilet/s this includes drainage from the kitchen, laundry and bathroom/s. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of toilet paper, paper towel, tampons, sanitary pads, continence pads, wipes, cooking fats and oils, and food waste. This is not a complete list and has been provided as a guide only.
- 31.8.2** When you become aware to a blockage or defect in the sewerage of septic system you must tell me or my managing agent as soon as possible, preferably within 24 hours, even if you, or anyone you have allowed to come on to the rented premises, including me or my managing agent or my contractor, caused it.
- 31.8.3** If you, or anyone you have allowed to come on to the rented premises negligently or intentionally causes a blockage or defect in the sewerage or septic system you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor caused the blockage or defect.
- 31.9 Gutters, downpipes, and stormwater drains**
- 31.9.1** As part of your [REDACTED] obligation under the Residential Tenancies Act to keep the rented premises reasonably clean you must, unless otherwise agreed in writing, keep the gutters, downpipes and stormwater drains free of debris and [REDACTED] at their proper functioning is not impeded. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.
- 31.9.2** If the proper functioning of the gutters, downpipes or stormwater drains is impeded due to a fault or need for repair, you must notify me or my managing agent as soon as possible. If the need for repair or replacement



Residential Rental Agreement[©]

is the result of you, other occupants of the rented premises or your visitors intentionally or negligently causing damage to the rented premises or common areas I will arrange for the necessary repair or replacement, however you will be required to reimburse me for the expense.

31.10 Gardens and land

- 31.10.1 If under this rental agreement you are provided with, in addition to the built structures, gardens or land as part of the premises, you must unless otherwise agreed in writing, maintain them in a reasonably clean condition and free from damage apart from fair wear and tear.
- 31.10.2 These are examples of things you may need to do to care for the garden and land: mow grass; water subject to water restrictions, as and when required; remove weeds; rake up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs flowers and other plants; and as far as reasonably possible keep the garden free of pests and vermin. In bushfire prone areas you must take reasonable action to minimise the fuel load on the land during the fire season. This is not a complete list of things you may need to do. I have provided the examples as a guide only. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.
- 31.10.3 You must make a request in *writing for my permission if you wish to remove any plants apart from weeds, or if you wish to change the layout of garden beds, grassed areas, paved areas and so on. The request must not be made by SMS message.
- 31.10.4 You must make a request in *writing for my permission if you wish to plant any trees, shrubs, or vines, apart from those that form part of a vegetable or herb garden. The request must not be made by SMS message.
- 31.10.5 You must not dispose of any polluting or toxic substance on the land.

31.11 Mould

- 31.11.1 You should take all reasonable steps to prevent the development of mould (fungi) in the rented premises. These steps include but are not limited to; ventilating the premises by use of exhaust fans and openable windows provided, particularly if you need to dry washing inside the premises; using an appropriate household cleaner to regularly clean surfaces on which condensation forms; and preventing window furnishings, furniture and clothes being in contact with surfaces on which condensation forms.
- 31.11.2 If you see signs of mould in the premises you must notify me or my managing agent as soon as possible.
- 31.11.3 If the mould has developed due to a fault, such as a leak in the premises, or is related to the building structure I will arrange for it to be rectified and the mould treated. In the meantime, you should take all reasonable steps to avoid exposure to the mould.

31.12 You cannot use your bond to pay rent

- 31.12.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent for the premises on the ground you intend to regard the bond as rent paid and it allows VCAT to impose a penalty if satisfied a breach of the bond requirements has occurred.

31.13 'To Let', 'Auction', 'For Sale' etc signs at the rented premises

- 31.13.1 You will allow me, or my managing agent, to put up a sign on the rented premises during the final month of the rental agreement indicating the premises will be available for renting. The sign will be positioned so as not to interfere with your use of the rented premises.
- 31.13.2 You will allow me or my estate agent to put up a sign on the premises at any time indicating that it is available to be purchased. The sign will be positioned so as not to interfere with your use of the rented premises.

31.14 Assigning, subletting, or abandoning the rented premises (see clause 27)

- 31.14.1 If during the period of the rental agreement the people in occupation of the rented premises are to change you must notify or my managing agent as soon as possible after you become aware the change is to happen, or has happened, preferably within 24 hours and ask me or my managing agent in *writing for permission to assign your rental agreement or sub-let the rental premises. Neither I nor my managing agent will unreasonably withhold permission. You cannot use an SMS message to ask me or my managing agent for permission.



Residential Rental Agreement[®]

- 31.14.2** If the rental agreement is assigned to a new renter or combination of renters, even if some are continuing, I may require you to reimburse me for my reasonable expenses incurred due to the assignment. These expenses will be calculated according to the following formula:
-
-
- 31.14.3** If you assign or sublet the rental premises without obtaining written permission beforehand and I terminate your rental agreement, or if you abandon the rental premises, I may ask you to reimburse me for expenses I incur in reletting. If I do this the expenses will be calculated according to the following formula:
-
-
- 31.14.4** My managing agent cannot require payment from you, however they can on my behalf require you to reimburse me for expenses I incur.
- 31.15 Leaving the premises at the end of the fixed term (see clause 5)**
- 31.15.1** If you intend to leave the rental premises at the end of the fixed term on this agreement you need to tell me or my managing agent about your intention at least 28 days before the fixed term comes to an end, or 14 days before the fixed term comes to an end if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- 31.15.2** You must tell me or my managing agent about your intention to leave in *writing by giving notice in a form which is not an SMS message.
- 31.15.3** You must return all the keys and any key cards and remote controls to me or my managing agent when you leave the rented premises.
- 31.15.4** You must continue to pay rent to me or my managing agent until the end of the fixed term; or to and including the day on which you return all the keys, key cards and remote controls to me or my managing agent if it is after the end of the fixed term. If, with your agreement, the premises are relet from a date before the end of fixed term and you return the keys etc before that date you will only be required to pay rent to and including the day before the new rental agreement commences.
- 31.16 Leaving the premises after the fixed term ends**
- 31.16.1** If you remain in occupation of the rental premises after the fixed term of this agreement ends and you do not enter into a new fixed term agreement with me, you must tell me or my managing agent of your intention to leave specifying a date not less than 28 days after the date you tell me or my managing agent, or 14 days if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- 31.16.2** You must tell me, or my managing agent, about your intention to leave in *writing in a form that is not an SMS message.
- 31.17 Receipt of condition report /statement of rights and duties**
- 31.17.1** You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:
- two copies of a condition report signed by me or my managing agent, and
 - a written guide "Renting a home: a guide for tenants" as authorised and published by the Victorian government setting out my rights and duties as a rental provider and your rights and duties as a renter. If you consented to receiving notices electronically this guide may be provided to you electronically.
- 31.18 Rental provider's signature**
- 31.18.1** I may authorise my managing agent to sign this rental agreement on my behalf. In the event you and I (or my managing agent acting on my behalf) have agreed that you will rent the rented premises on the terms set out in this document or we have conducted ourselves in such a way as to imply that this was the case, the terms



Residential Rental Agreement[©]

of this rental agreement will be binding even if, through an oversight, a party has neglected to sign it. The Residential Tenancies Act 1997 provides the following definition of a residential rental agreement in section 5:

“residential rental agreement means an agreement, whether or not in writing and whether express or implied, under which a person lets premises as a residence (but does not include an SDA residency agreement) and includes a fixed term residential rental agreement and a periodic residential rental agreement;”
SDA means Specialist Disability Accommodation.

31.19 Modifications (see clause 22)

31.19.1 If you make any modification that does not require my consent you must notify me that you intend to make that modification along with a description of the modification at least 48 hours before making the modification.

31.19.2 If you intend to install non-permanent window film for insulation, reduced heat transfer or privacy or install security lights, alarm systems or security cameras, I may require you to engage a suitably qualified person to carry out the work.

31.19.3 If you intend to replace curtains you must inform me of where and the manner in which you intend to store the original curtains.

31.20 Rent Increases

The rent amount will increase to (\$) **1,521.00** calculated as:

%

CPI

Other Fixed price increase \$10 per week

The date the first payment at the increased rate is due is **22 / 11 / 2022**

Pay period: Weekly Fortnightly Monthly

The day rent is to be paid : **22nd**
(e.g. each Thursday or the 11th of each month)

31.21 Urgent Repairs

The agent ~~can~~ / ~~cannot~~ authorise urgent repairs (strike out inapplicable)

If the agent can authorise repairs, the maximum amount for repairs which the agent can authorise is (\$) **2,500.00**

Emergency facsimile: 03 9863 9167

Additional Items

[insert additional terms]

Note: If you need extra space, a _____ the rental provider and renter should sign and date all attachments.



32. SIGNATURES

This agreement is made under the Act.

Before signing you must read **Part D — Rights and Obligations** in this form which outlines your rights and obligations.

RENTAL PROVIDER

Name: Lakhvir Kaur

Sign: Signed by:
Lakhvir Kaur
4BD07AF0D1D6

Dated: 11/09/2022

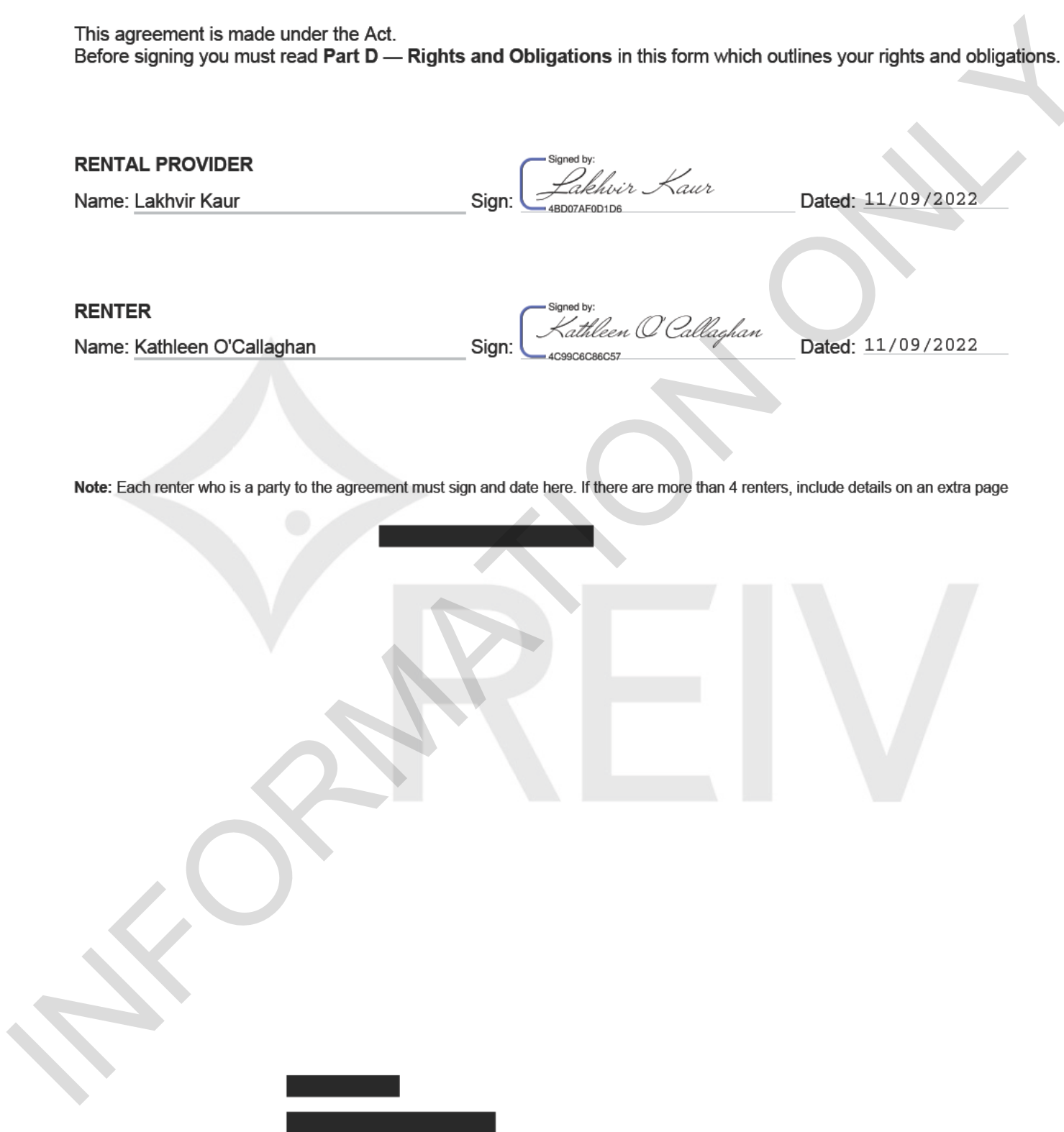
RENTER

Name: Kathleen O'Callaghan

Sign: Signed by:
Kathleen O'Callaghan
4C99C6C86C57

Dated: 11/09/2022

Note: Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page



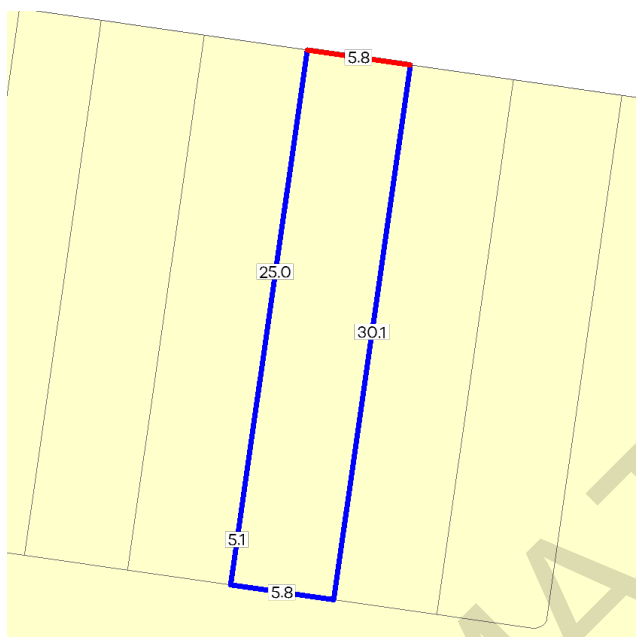
PROPERTY DETAILS

Address: **163 CENTRAL PARK AVENUE CRAIGIEBURN 3064**
Lot and Plan Number: **Lot 19 PS629105**
Standard Parcel Identifier (SPI): **19\PS629105**
Local Government Area (Council): **HUME**
Council Property Number: **678160**
Directory Reference: **Melway 386 D6**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 175 sq. m

Perimeter: 72 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

From www.planning.vic.gov.au at 14 August 2025 11:37 AM

PROPERTY DETAILS

Address: **163 CENTRAL PARK AVENUE CRAIGIEBURN 3064**
Lot and Plan Number: **Lot 19 PS629105**
Standard Parcel Identifier (SPI): **19\PS629105**
Local Government Area (Council): **HUME**
Council Property Number: **678160**
Planning Scheme: **Hume**
Directory Reference: **Melway 386 D6**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 1 \(CDZ1\)](#)



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

Planning Overlay

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 7 \(DPO7\)](#)



DPO - Development Plan Overlay

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

Further Planning Information

Planning scheme data last updated on 8 August 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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