

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

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address: 78 GORGE ROAD, SOUTH MORANG

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions in Form 2 of the Estate Agents (Contracts) Regulations 2008; and
- Vendor's Statement required by Section 32(1) of the Sale of Land Act 1962, as attached

and in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../20.....

Print name(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)

SIGNED BY THE VENDOR:

..... on/...../20.....

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

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- 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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the Legal Profession Act 2004, under Section 53A of the Estate Agents Act 1980.

IMPORTANT NOTICE TO PURCHASERS OF "OFF THE PLAN" PROPERTIES

- (a) subject to the limit set out by *subsection (1)(b) of the Sale of Land Act 1962 the purchase may negotiate with the vendor about the amount of the deposit moneys payable under the contract;
- (b) a substantial period of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot, and

- (c) the value of the lot may change between the day on which the purchaser signs the contract for the sale of that lot and the day on which the purchaser becomes the registered proprietor.

*Sale of Land Act 1962 section 9AA(1)(b) is as follows "the deposit moneys payable under the contract do not exceed 10 per cent of the purchase price of the lot".

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: STELLA GEORGIU
 Address:
 ABN/ACN:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: M.K. STEELE & GIAMMARIO
 Address: 1/86 Grimshaw Street, Greensborough VIC 3088 (PO Box 425, Greensborough VIC 3088)
 Email: mksgiam@gmail.com
 Tel: (03) 9432 0011 Mob: Fax: (03) 9434 7392 Ref: JG:es:24.1304

PURCHASER

Name:
 Address:
 ABN/ACN:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

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

LAND (general conditions 3 and 9)

The land is –
 described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11498 Folio 630	7	PS643440J

OR

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **78 GORGE ROAD, SOUTH MORANG 3752**

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

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

PAYMENT (general condition 11)

Price \$

Deposit \$ by / /20 (of which \$..... has been paid)

Balance \$ payable at settlement

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

SETTLEMENT (general condition 10)

is due on / /20

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

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

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property

unless the words '**subject to lease**' appear in this box.

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

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

*residential tenancy agreement for a fixed term ending / /20

OR

*periodic residential tenancy agreement determinable by notice

OR

*lease for a term ending on / /20 with [.....] options to renew, each of [.....] years.

TERMS CONTRACT (general condition 23)

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

LOAN (general condition 14)

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

Lender: NOT APPLICABLE

Loan amount: \$ Approval date / /20

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

GENERAL CONDITIONS

Part 2 being Form 2 prescribed by the Estate Agents (Contracts) Regulations 2008

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the Building Act 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

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

- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the 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 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.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is 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.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. TIME

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

- 17.1 Any document sent by—
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

25. BREACH

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

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

DEFAULT

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

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

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

Special Conditions

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 this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 5a, 5b, 5c etc.)

Special condition 1A – Acceptance of title

General condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release 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.

Special condition 1B – Foreign Resident Capital Gains Withholding

*This special condition applies to contracts entered into on or after 1 July 2017.

- 1B.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 special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 1B.3 This special condition only applies 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 is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.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.
- 1B.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 in this special condition, and
 - (b) ensure that the representative does so.
- 1B.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 special 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 special 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.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:

- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

1B.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.

1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligations 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.

1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special Condition 2 – Bidding Procedure

- 2.1 The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.
- 2.2 The Auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the auction.
- 2.3 The Auctioneer may refuse any bid.
- 2.4 The Auctioneer may determine the amount by which the bidding is to be advanced.
- 2.5 The Auctioneer may withdraw the property from sale at any time.
- 2.6 The Auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction.
- 2.7 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.
- 2.8 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.
- 2.9 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 purchase of the property.
- 2.10 Subject to a reserve price the highest approved bidder being so allowed by the Auctioneer shall be the Purchaser. No bid shall be withdrawn and no person shall advance a less sum at any bidding than shall be named by the Auctioneer.
- 2.11 The Auctioneer shall not be obliged to refer any bid to the Vendor prior to selling the property.
- 2.12 The Auctioneer will not be obligated to follow any Purchaser's request as to any disclosure of the auction result or sale price.

Special Condition 3 – Deposit and Contract

The bidder to whom the property is knocked down shall immediately upon fall of the hammer sign this Contract and pay the deposit. If after fifteen (15) minutes the deposit remains unpaid and the Contract is not signed then the Vendor may immediately or at any time thereafter resubmit the property for sale and treat with any other person or persons and the bidder shall have no right of action against the Vendor or the Auctioneer or Agent and shall not be entitled to call for a Contract of Sale of the property or have any interest legal or equitable in the property but shall be liable to pay to the Vendor on demand any deficiency in price on resale together with all costs of such resale.

Special Condition 4 – Acknowledgement of Documents

The Purchaser acknowledges having received statements pursuant to Section 51 of the Estate Agents' Act and Section 32 of the Sale of Land Act prior to the payment of any money to be paid under this Contract and execution of any document relating to the property sold together with a copy of this Contract.

Special Condition 5 – Joint and Several Liability

If there is more than one Purchaser the agreements and obligations of the Purchasers pursuant to this Contract shall bind them jointly and each of them severally.

Special Condition 6 – Warranties

The parties to this Contract agree that there are no conditions warranties or other terms affecting this sale other than those embodied in this Contract and that the Purchaser shall not be entitled to rely on any representation made by the Vendor or his Agent except such as are made a condition of this Contract.

Special Condition 7 – Identity

The Purchaser admits the land as offered for sale and inspected by the Purchaser is identical with that described in the Title particulars given above. The Purchaser shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

Special Condition 8 – Planning

Any restriction on the use of the land pursuant to any Interim Development or Town Planning Scheme or imposed by any responsible authority empowered by Statute or regulation to control the use of the said land or the premises thereon or both - shall not affect the validity of this Contract of Sale and the Purchaser buys subject thereto, and the Purchaser shall not be entitled to make any requisition or objection, or claim for compensation arising out of same or in respect thereof.

Special Condition 9 – Chattels

The property and any chattels sold by this Contract shall not pass to the Purchaser until payment in full of the purchase price.

Special Condition 10 – Interest on Default

If the Purchaser defaults in payment of any monies to be paid pursuant to this Contract then without prejudice to any other rights of the Vendor the Purchaser shall pay to the Vendor interest at the rate of five percent (5%) higher than the rate fixed for the time being under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default.

Special Condition 11 – Entire Agreement

The Purchaser acknowledges that this Contract constitutes the entire Agreement existing between the parties for the sale of the property herein and all prior negotiations and/or Agreements are set aside.

Special Condition 12 – Failure to Complete Contract on Due Date

The Purchaser acknowledges that the Vendor has given notice that in the event that the Purchaser fails to complete the purchase of the property on the due date for settlement under this Contract, the Vendor will or may suffer the following costs, charges and expenses which the Purchaser will be required to pay in addition to the interest pursuant to the terms of this Contract -

- (a) the costs of obtaining bridging finance to complete the Vendor's purchase of any other property and interest charges on the bridging finance.
- (b) interest payable by the Vendor under any existing Mortgage over the property calculated from the due date for settlement under this Contract.
- (c) accommodation expenses necessarily incurred by the Vendor.

- (d) legal costs and expenses as between Solicitor and own client.
- (e) penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

Special Condition 13 – Fitness of Property

The purchaser acknowledges that he has purchased the property as a result of his own inspection or enquiries and in its present condition and state of repair and with any defects as regards the construction or repair of any improvements or chattels on the property. The purchaser acknowledges that the vendor has not nor has anyone on the vendor's behalf made any representation or warranty as to the condition, fitness for any particular purpose of any improvements or chattels on the property. The purchaser will make no objection, or claim for compensation or claim any right to rescind or terminate in respect of those matters.

Special Condition 14 – Restriction as to Use

The Purchaser acknowledges that he has purchased the property subject to any restriction as to use under any order, plan, scheme, regulations or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect of any such restriction.

Special Condition 15 – Stamp Duty Liability

- 15.1 The Purchaser shall be liable for all stamp duty payable on the Transfer of the Land and the Purchaser shall indemnify the Vendor against all claims, actions, liabilities and penalties arising under the Duties Act 2000 in connection with this Contract including any nomination of a substitute or additional purchaser or the Transfer of Land.
- 15.2
 - (a) If there is more than one Purchaser, it is the Purchasers responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
 - (b) If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers responsibility to pay any additional duty which may be assessed as a result of the variation.
 - (c) The Purchasers fully indemnify the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the Contract.
 - (d) This Special Condition will not merge on completion.

Special Condition 16 – Vendor's Warranties

- 16.1 The Vendor warrants to the Purchaser that:
 - 16.1.1 The Vendor will be registered or entitled to be registered as proprietor to the property on or before settlement.
 - 16.1.2 The Vendor warrants that he owns all the fixtures and chattels listed in the Contract of Sale.
 - 16.1.3 The property is not subject to or affected by any legal proceedings.
 - 16.1.4 The Vendor is not under any legal disability.
 - 16.1.5 The Vendor will be in a position to deliver title to the property on the settlement date.
 - 16.1.6 Any Mortgage or Caveat registered on title will be discharged or removed at or before settlement.
- 16.2 The vendor will not provide a certificate of occupancy as it is not a legal requirement to do so.
- 16.3 The purchaser will be responsible for the connection and or transfer of all services to the property and will bear all costs associated with such connection and or transfer.

- 16.4 The vendor makes no representation that the services referred to in the vendor statement are adequate for the purchaser's proposed use of the property and the purchaser should make appropriate enquiries of service providers. The provision of services may change between Day of Sale of Date of Contract and the Settlement Date or payment of the balance of the price and the vendor makes no representation that the provision of the services will remain the same between the Date of Sale or Date of Contract and the Settlement Date or payment of the balance price.

Special Condition 17 – Condition of Property – No Warranties by Vendor

- 17.1 The Purchaser accepts the improvements on the land (if any) in their condition as on the day of sale and acknowledges that the vendor does not warrant that any building, fixture or other improvement is free from defect or fit for any particular use.
- 17.2 The Vendor makes no representations that the improvements on the land or any alterations, additions or demolition works to the property comply with the Victorian Building Regulations, the requirements of the local Municipal Council or other Statutory Authority or any other statutory requirements. The Purchaser may not make any requisition or objection or claim any compensation from the Vendor or purport to rescind or terminate the Contract arising from any alleged non-compliance with such requirements or call upon the Vendor to bear all or any part of the cost of compliance with such requirements.

Special Condition 18 - Guarantee

If the Purchaser shall be or include a Company the Purchaser shall immediately procure the execution by each Director of the Company of the form of Guarantee annexed to this Contract and deliver the same to the Vendor. The Purchaser who has signed this Contract shall remain liable pursuant to this Contract and indemnifies the Vendor accordingly.

Special Condition 19 – Foreign Investment

19.1 Warranty

The purchaser warrants that the purchaser has not breached Section 27A of the Foreign Acquisitions and Takeovers Act 1975 (Cth) by entering into this Contract.

19.2 Consequences

If the warranty in Special Condition 19.1 is untrue:

- (a) the vendor may rescind this Contract and retain the deposit and any interest, and
- (b) the purchaser must indemnify, hold harmless and keep indemnified the vendor against any loss or claim that the vendor suffers or incurs as a result of any breach of this Special Condition.

Special Condition 20 – Nominee

- 20.1 The purchaser may nominate a substitute or additional purchaser not less than 14 days prior to the settlement date.
- 20.2 In order to nominate the purchaser must submit to the vendor's solicitor:
- (a) a copy of the nomination document, and
 - (b) if the nominee is or includes a corporation not listed on the Australian Stock Exchange, a Deed of Guarantee and Indemnity executed by the directors of that nominee.
- 20.3 The named purchaser remains personally liable for the due performance of all the purchaser's obligations under this Contract.
- 20.4 If the nominee is a corporation the requirements of Special Condition 20 and sub-clause 20.2(b) are essential terms of this Contract.

Special Condition 21 – Purchaser as Trustee

If the purchaser enters into this Contract in its capacity as a trustee of any trust (“Purchaser Trust”) then the purchaser covenants and warrants to the vendor that:

- (a) the purchaser is the only trustee of the Purchaser Trust and no action has been taken or to the best of its knowledge, is proposed to remove it as trustee of the Purchaser Trust;
- (b) the purchaser will provide a true, correct, up to date and complete copy of the trust deed which discloses all of the terms of the Purchaser Trust to the vendor not less than 10 business days before the settlement date;
- (c) the purchaser is complying in all material respects with the terms of the Purchaser Trust;
- (d) the purchaser has the power and authority under the terms of the trust deed creating the Purchaser Trust to enter into and perform this Contract;
- (e) the entry into and performance of this Contract is for the benefit of the beneficiaries of the Purchaser Trust;
- (f) it has a right to be fully indemnified out of the trust assets of the Purchaser Trust in respect of all of its obligations and liabilities incurred by it under this Contract;
- (g) pending settlement, the purchaser will not:
 - (i) resign as trustee of the Purchaser Trust or willingly permit any substitute or additional trustee to be appointed;
 - (ii) do anything which effects or facilitates the termination of the Purchaser Trust;
 - (iii) willingly do anything which effects or facilitates the variation of the terms of the Purchaser Trust;
 - (iv) vest or distribute or advance any property of the Purchaser Trust to any beneficiary or sell any of the property of the Purchaser Trust except in the ordinary course; or
 - (v) willingly do anything which effects or facilitates the resettlement of the Purchaser Trust funds.

Special Condition 22 – GST Withholding

- 22.1 Words and expressions defined or used in sub-section 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) (“Tax Act”) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this Special Condition 22 unless the context requires otherwise.
- 22.2 This Special Condition 22 will only apply if:
 - (i) the Purchaser is required to pay the Commissioner of Taxation an amount in accordance with Section 14-250 of Schedule 1 to the Tax Act (“Amount”) because the Property is New Residential Premises or Potential Residential Land in either case falling within the parameters of that section; or
 - (ii) if the sale of Property attracts the operation of Section 14-255 of Schedule 1 to the Tax Act.
- 22.3 Nothing in this Special Condition 22 is to be taken as relieving the Vendor from compliance with Section 14-255 of Schedule 1 to the Tax Act.
- 22.4 The Amount is to be deducted from the Vendor’s entitlement to the Price whether or not the Vendor provides the Purchaser with a GST withholding notice in accordance with Section 14-255 of Schedule 1 to the Tax Act.
- 22.5 The Vendor must pay to the Purchaser at settlement such part of the Amount as is represented by non-monetary Consideration.

- 22.6 The Purchaser must:
- (i) 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 Tax Act and this Special Condition 22; and
 - (ii) ensure that the Representative does so.
- 22.7 The Purchaser must instruct the Representative to:
- (i) pay, or ensure payment of, the Amount to the Commissioner of Taxation in the manner required by the Commissioner of Taxation and as soon as reasonably and practicably possible, from the monies under the control or direction of the Representative in accordance with this Special Condition 22 on settlement of the sale of the Property;
 - (ii) promptly provide the Vendor with evidence of payment, including any notification or other document provided by the Purchaser to the Commissioner of Taxation relating to payment; and
 - (iii) otherwise comply, or ensure compliance, with this Special Condition 22, despite:
 - (A) any contrary instructions, other than from both the Purchaser and the Vendor; and
 - (B) any other provision in this Contract to the contrary.
- 22.8 The Representative is taken to have complied with the requirements of Special Condition 22.7 if:
- (i) settlement is conducted in accordance with Special Condition 23; and
 - (ii) the Amount is included in the settlement statement requiring payment to the Commissioner of Taxation in respect of this transaction.
- 22.9 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 Tax Act, but only if:
- (i) so agreed by the Vendor in writing; and
 - (ii) the settlement is not conducted in accordance with Special Condition 23.
- 22.10 If the Purchaser gives the bank cheque in accordance with Special Condition 22.9, the Vendor must:
- (i) immediately after settlement provide the bank cheque to the Commissioner of Taxation to pay the Amount in relation to the supply; and
 - (ii) 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.
- 22.11 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligations to pay the Amount in accordance with Section 14-250 of Schedule 1 to the Tax Act. 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.
- 22.12 The Vendor warrants that:
- (i) 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 Tax Act if the Vendor gives the Purchaser a written notice under Section 14-255 of Schedule 1 to the Tax Act to the effect that the Purchaser will not be required to make a payment under Section 14-250 of Schedule 1 to the Tax Act in respect of the supply, or fails to give a written notice as required by and within the time specified in Section 14-255 of Schedule 1 to the Tax Act; and
 - (ii) the Amount described in a written notice given by the Vendor to the Purchaser under Section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under Section 14-250 of the legislation.

- 22.13 The Purchaser is responsible for any penalties or interest payable to the Commissioner of Taxation on account of non-payment or late payment of the Amount, except to the extent that:
- (i) the penalties or interest arise from the Vendor's failure, including breach of a warranty in Special Condition 22.12; or
 - (ii) the Purchaser's reasonable belief that the Property is neither New Residential Premises nor Potential Residential Land requiring the Purchaser to pay an Amount to the Commissioner of Taxation in accordance with Section 14-250 (1) of Schedule 1 to the Tax Act.
- 22.14 The Vendor is responsible for any penalties or interest payable to the Commissioner of Taxation on account of non-payment or late payment of the Amount if either exception in Special Condition 22.13 applies.

Special Condition 23 – Electronic Conveyancing

- 23.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the property will be conducted electronically.
- 23.2 This special condition has priority over any other provision to the extent of any inconsistency.
- 23.3 Each party must:
- (a) conduct settlement and lodgement in accordance with the ECNL;
 - (b) be (or engage a representative who is) a Subscriber; and
 - (c) ensure that all persons for whom it is responsible and who are associated with the transaction the subject of this contract are (or engage representatives who are) Subscribers.
- 23.4 As soon as reasonably practicable after the day of sale, the vendor must:
- (a) open an Electronic Workspace; and
 - (b) give written notice to the purchaser of the time on the date for settlement at which the Electronic Workspace will be locked.
- 23.5 Settlement occurs when the Electronic Workspace records that:
- (a) the exchange of money between financial institutions in accordance with the instructions of the parties has occurred; and
 - (b) if there is no exchange of money required, the documents necessary to enable the purchaser to become the registered proprietor of the property have been accepted for electronic lodgement.
- 23.6 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 23.7 On or before settlement, the vendor must deliver all other physical documents and items to which the purchaser is entitled at settlement to the vendor's Subscriber with instructions to give those documents and items to the purchaser or its nominee on notification of settlement by the ELN.

Special Condition 24 – Delivery of Transfer and DOL Form by Purchaser

24.1 General Condition 6

General Condition 6 does not apply to this Contract of Sale.

24.2 Transfer of Land and DOL Form

- (a) Not less than 5 business days before the date for payment of the balance, the purchaser must:
 - (i) deliver the transfer of land document to the vendor;

- (ii) enter all data and information required to be entered by the purchaser in the DOL Form that it is invited by the vendor to complete;
 - (iii) sign and submit the DOL Form completed in accordance with special condition 24.2(a); and
 - (iv) do any other things required to produce a Duties Settlement Statement.
- (b) If the purchaser fails to comply with special condition 24.2(a) then without limiting the vendor's other rights:
- (i) the vendor will not be obliged to complete this contract on the date for payment of the balance but rather on the date which is 10 business days after the date the purchaser complies with special condition 24.2(a); and
 - (ii) the purchaser will be deemed to have made default in payment of the balance and must pay interest from the date for payment of the balance until the date which is 10 business days after the date the purchaser complies with special condition 24.2(a).
- (c) DOL Form means the all in one digital duties online form or any other form which may be required by the State Revenue Office of Victoria for property transfers in Victoria.

Special Condition 25 – Variation of General Conditions

- 25.1 The third sentence of General Condition 6 does not apply to this Contract.
- 25.2 General Condition 5 is deleted.
- 25.3 General Condition 8 is deleted.
- 25.4 General Condition 11.6 is deleted.
- 25.5 General Condition 12.1(a) is amended by inserting the word “reasonable” before the words “satisfaction of the purchaser”.
- 25.6 General Condition 12 is amended as follows:
- “12.4 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.”
- 25.7 General Condition 16.1 is amended by inserting “and shall always remain of the essence, notwithstanding any waiver given or indulgence granted by the vendor to the purchaser” after the words “of this Contract”.
- 25.8 General Condition 24.4, 24.5 and 24.6 are deleted.
- 25.9 General Condition 28.4(a) is amended to read as follows:
- “an amount equal to 10% of the purchase price is forfeited to the vendor as the vendor's absolute property regardless of whether the deposit has been paid or not. The reference to the purchase price in this special condition refers to the purchase price plus any GST payable on the purchase price.”

Special Condition 26 – Section 10G & 10H of the Sale of Land Act

- 26.1 For the purposes of General Condition 15, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Act 1962 applies.
- 26.2 General Condition 21 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act applies.

Special Condition 27 - Marketing Materials

The purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and has relied solely on his own searches, enquiries and due diligence.

Special Condition 28 – Goods

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any deficiencies. The purchaser shall not claim any compensation in relation to their condition, or any damage or deterioration to them occurring between the date of this contract and settlement.

Special Condition 29 – Smoke Alarms

If the property includes a dwelling or sole occupancy unit which is or forms part of a building to which Building Regulations 2018 applies that requires the installation of a self contained smoke alarm complying with AS3786-1993, it is agreed that the purchaser shall comply with the said Regulation and pay the cost of such compliance within the time required by the said Regulation and the purchaser shall indemnify and keep the vendor indemnified against any non-compliance with the said Regulation.

Special Condition 30 – Christmas and New Year Period

- 30.1 If settlement has not taken place on or before 24 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 12 January of the following calendar year.
- 30.2 Neither party may issue a default notice and/or rescission notice on the other party between the period of 24 December in the calendar year in which settlement is set and 12 January of the following calendar year, or make any objection, requisition or claim for compensation arising from or in connection with the failure to complete settlement under this Special Condition.

CONTRACT OF SALE OF REAL ESTATE

78 GORGE ROAD, SOUTH MORANG

**M. K. Steele & Giammario
Solicitors
Cnr. Grimshaw & Church Streets,
Greensborough 3088**

**Telephone: 9432 0011
Fax: 9434 7392
Our Reference: JG:es:24.1304**

M.K. STEELE & GIAMMARIO
Solicitors,
86 Grimshaw Street, Greensborough, 3088
PH: 9432 0011
REF: JG:es:24.1304

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:	78 GORGE ROAD, SOUTH MORANG
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Vendor's name	STELLA GEORGIU	
Vendor's signature		Date / /

Purchaser's name	ACN / ABN:	
Purchaser's signature		Date / /

State nature of authority, if applicable:

Purchaser's name	ACN / ABN:	
Purchaser's signature		Date / /

State nature of authority, if applicable:

Purchaser's name	ACN / ABN:	
Purchaser's signature		Date / /

State nature of authority, if applicable:

1. FINANCIAL MATTERS

- 1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)
- (a) Are contained in the attached Certificate/s.
OR
(b) ~~Their total does not exceed: \$~~
- 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:

Not applicable

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

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 receipts 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):

Is in the attached copies of title document/s

- Register Search Statement – Volume 11498 Folio 630
- Plan of Subdivision – PS643440J
- Section 173 Agreement – AH628967T
- Section 173 Agreement – AL002903D
- Owners Corporation Certificate

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

To the best of the Vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction. The Purchaser should note that underground electrical services, gas, drains and water pipes may be laid outside of registered easements as well as overhead electrical, telephone and other communication services registered or required to be registered.

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 within the meaning of regulations made under 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.

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:

NONE TO THE VENDOR'S KNOWLEDGE save for any set out or contained in the copy documents attached to this Vendor Statement.

BUT NOTE: The vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the vendor.

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 (Vic)* are as follows:

Not applicable

5. **BUILDING PERMITS**

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

~~Are contained in the attached certificate~~

~~OR~~

Are as follows:

Not to the vendor's knowledge

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 (Vic)*.

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

OR

6.2 Attached is the information prescribed for the purposes of 151(4)(a) of the Owner Corporations Act 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 The owners corporation is an inactive owners corporation.

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

The property is NOT subject to a work in kind agreement and is NOT land in respect of which there is a GAIC recording within the meaning of Part 9B of the *Planning & Environment Act 1987*.

8. SERVICES

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

- electricity supply
- gas supply
- water supply
- sewerage
- telephone services

9. TITLE

Attached are copies of the following documents:

- 9.1 (a) **Registered Title**
A Register Search Statement and the document, or part of a document referred to as the "diagram location" in that statement which identifies the land and its location.

OR

- (b) **General Law Title**
Not applicable

- 9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

Not applicable

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- (a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

OR

- (b) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

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.

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

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

Not applicable

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

Not applicable

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

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.

- (a) Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).

OR

- (b) Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. DISCLOSURE OF ENERGY INFORMATION

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 2,000m²; (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

Please see attached copy of Due Diligence Checklist.

13. ATTACHMENTS

Due Diligence Checklist
Register Search Statement – Volume 11498 Folio 630
Plan of Subdivision – PS643440J
Owners Corporation Search Report
Section 173 Agreement – AH628967T
Section 173 Agreement – AL002903D
Planning Certificate
Planning Property Report with Designated Bushfire Prone Areas Statement
Yarra Valley Water Information Statement
City of Whittlesea Land Information Certificate
Land Tax Clearance Certificate
Owners Corporation Section 151 Certificate
GST Withholding Notice pursuant to section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cth)

INFORMATION ONLY

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](#) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

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

Page 1 of 1

VOLUME 11498 FOLIO 630

Security no : 124114977502H
Produced 15/05/2024 11:45 AM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 643440J.
PARENT TITLE Volume 11275 Folio 557
Created by instrument PS643440J 04/06/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
STELLA GEORGIOU of UNIT 7/78 GORGE ROAD SOUTH MORANG VIC 3752
AN200429J 20/10/2016

ENCUMBRANCES, CAVEATS AND NOTICES

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
AH628967T 23/11/2010

AGREEMENT Section 173 Planning and Environment Act 1987
AL002903D 03/04/2014

DIAGRAM LOCATION

SEE PS643440J 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: 78 GORGE ROAD SOUTH MORANG VIC 3752

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS643440J

DOCUMENT END



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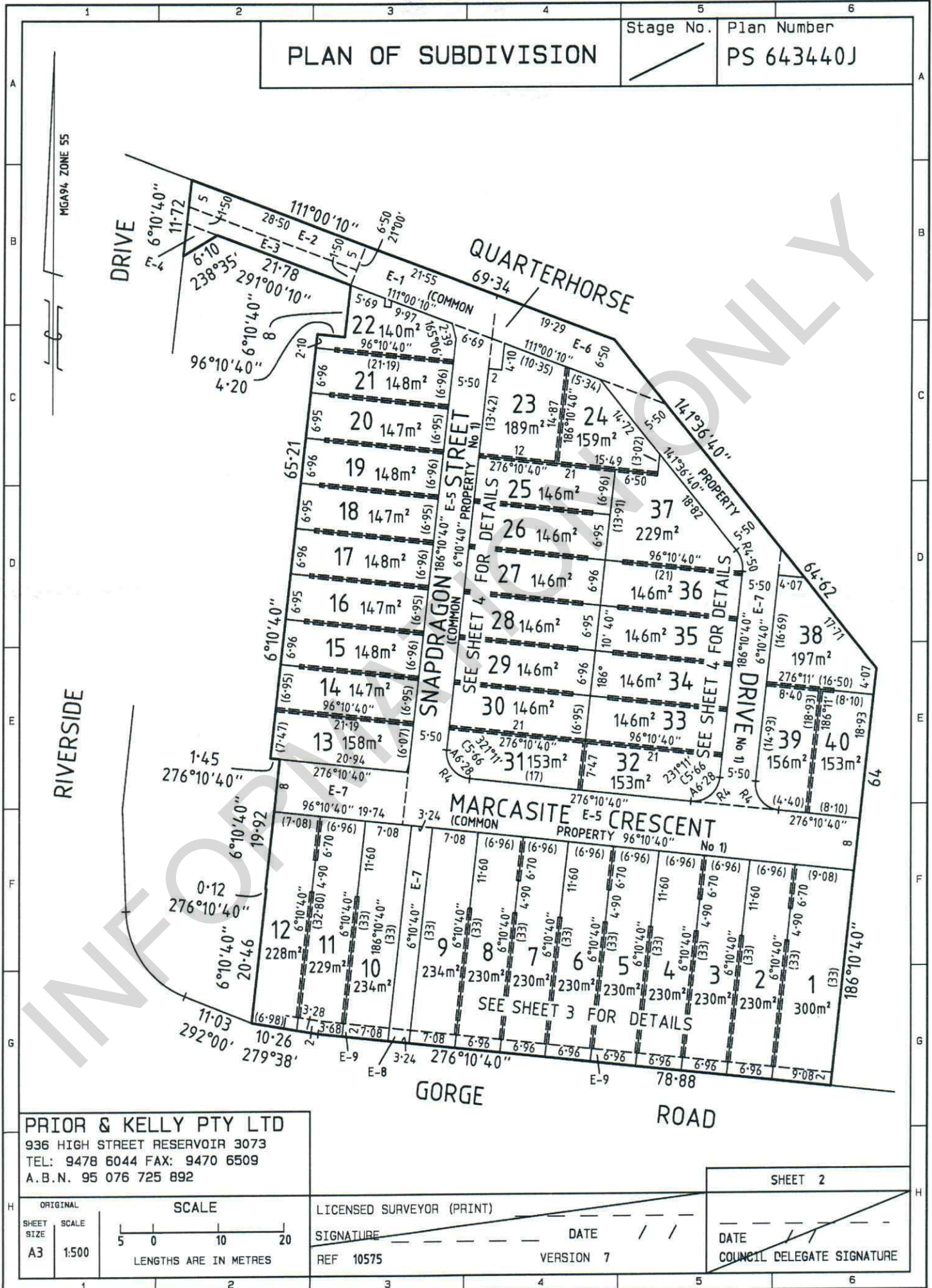
Document Type	Plan
Document Identification	PS643440J
Number of Pages (excluding this cover sheet)	5
Document Assembled	15/05/2024 11:45

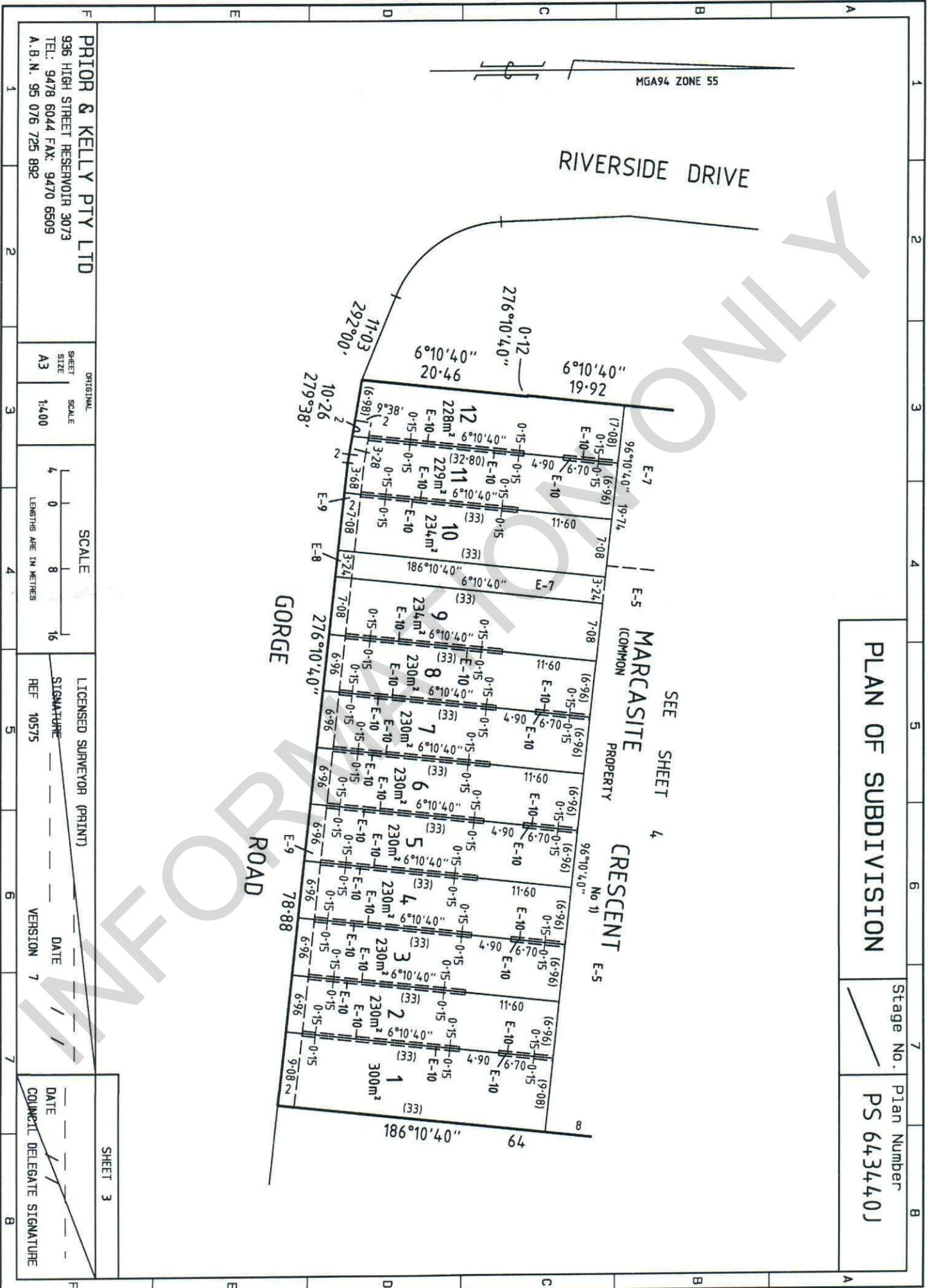
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PLAN OF SUBDIVISION	Stage No. <hr/>	LRS use only EDITION 1	PS 643440J		
Location of Land Parish: MORANG Township: Section: 6 Crown Allotment: 9 (PART) Crown Portion: Title References: VOL 11275 FOL 557 Last Plan Reference: LOT C ON PS626007V Postal Address: 70C GORGE ROAD SOUTH MORANG 3752 MGA94 Co-ordinates: E 332 130 (Of approx. centre of plan) N 5 831 140 Zone 55		Council Certification Council Name: WHITTLESEA CITY COUNCIL Ref: 607618 <hr/> Notations THIS IS A SPEAR PLAN LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAIL			
Vesting of Roads or Reserves					
Identifier	Council/Body/Person				
NIL	NIL				
Depth Limitation: DOES NOT APPLY					
Staging This is not a staged subdivision Planning Permit No.					
Survey: - This plan is based on survey To be completed where applicable This survey has been connected to permanent marks no(s). In proclaimed Survey Area no.					
Easement Information					
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		LRS use only Statement of Compliance / Exemption Statement			
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	Received <input checked="" type="checkbox"/> Date 22/05/2014
E-1, E-2, E-3, E-6	TRANSMISSION OF ELECTRICITY	SEE DIAG	INSTRUMENT C100845	STATE ELECTRICITY COMMISSION OF VICTORIA	LRS use only PLAN REGISTERED TIME 9.02 am DATE 4/06/2014 Tom Guljas Assistant Registrar of Titles SHEET 1 OF 4 SHEETS
E-2, E-3, E-4	POWERLINE	SEE DIAG	PS626007V	SPI ELECTRICITY PTY LTD	
E-3, E-4	ELECTRICITY SUPPLY	SEE DIAG	PS626007V	SPI ELECTRICITY PTY LTD	
E-2, E-3, E-4	CARRIAGEWAY	SEE DIAG	PS626007V	LOT 2 ON PS626007V	
E-1, E-2, E-3, E-4, E-5	CARRIAGEWAY	SEE DIAG	PS626007V	VOL 10950 FOL 376	
E-2	WATER	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION	
E-2	DRAINAGE, GAS & TELECOMMUNICATIONS	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN	
E-1, E-5, E-6, E-7, E-8	DRAINAGE, ELECTRICITY, GAS & TELECOMMUNICATIONS	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN	
E-1, E-5, E-6, E-7, E-8	SEWERAGE, WATER	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION	
E-9	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION	
E-10	PARTY WALL	SEE DIAG	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN	
PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892		LICENSED SURVEYOR (PRINT) <u>TREVOR J. KELLY</u> SIGNATURE <u>DIGITALLY SIGNED</u> DATE / / REF 10575 VERSION 7		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	





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ORIGINAL
 SHEET SIZE A3
 SCALE 1:400

SCALE
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 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)
 SIGNATURE
 REF 10575

DATE
 VERSION 7

SHEET 3
 DATE
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

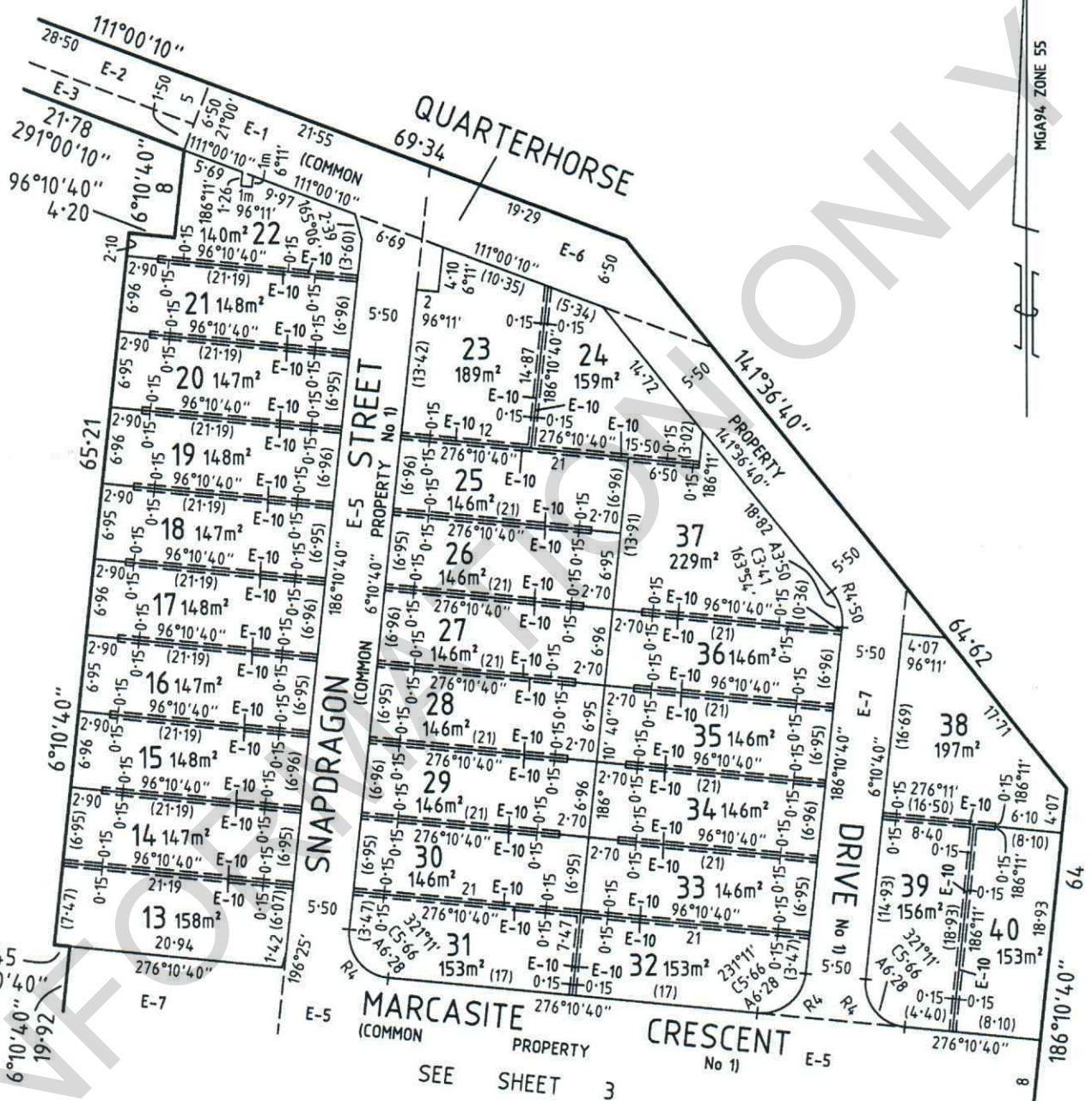
Stage No. 7
 Plan Number PS 643440J

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 643440J



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 SIGNATURE _____ DATE / /
 REF 10575 VERSION 7

SHEET 4
 DATE / /
 COUNCIL DELEGATE SIGNATURE _____



**City of
Whittlesea**

**Plan of Subdivision PS643440J
Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S012951S
Plan Number: PS643440J
Responsible Authority Name: Whittlesea City Council
Responsible Authority Reference Number 1: 607618
Surveyor's Plan Version: 7

Certification

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

Public Open Space

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

Has been made and the requirement has not been satisfied at Certification

Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 16/05/2014)

Digitally signed by Council Delegate: Carolyn Leatham
Organisation: Whittlesea City Council
Date: 19/02/2014



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643440J

The land in PS643440J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 40.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
HIVE STRATA 5/555 GILBERT ROAD PRESTON VIC 3072
AX106079X 01/08/2023

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC022216C 04/06/2014

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	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643440J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643440J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
Total	4000.00	4000.00

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

Statement End.



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

Section 181 Planning and Environment Act 1987

AL002903D



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: KAL:LXE:LGC:6086353
Customer Code: 1167E

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

Land: Volume 11275 Folio 557

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

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

A copy of the Agreement is attached to this Application

Date: 17/3/2014

Signature for Responsible Authority:



Name of officer:

ROGER SUSIC

Position held:

MANAGER GADA

KEEP

Date 24 / 3 / 2014

AL002903D

03/04/2014 \$113 173



Facsimile 61 3 9258 3666

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

DX 259 Melbourne

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 70C Gorge Road, South Morang

Whittlesea City Council
and

View Bank Homes 1 Pty Ltd
ACN 136 344 511

INFORMATION ONLY

AL002903D
03/04/2014 \$113 173


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Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

Dated 24/3 12014

AL002903D



Parties

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

Name	View Bank Homes 1 Pty Ltd ACN 136 344 511
Address	19 Ormond Road, Eaglemont, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 13(ii) of the Planning Permit.
- D. The Parties enter into this Agreement:
 - D.1 to give effect to the Planning Permit and the Development Permit; and
 - D.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement.



Maddocks

Development Permit means planning permit No. 712068, as amended from time to time, issued on 24 June 2010, authorising development of the Subject Land in accordance with plans endorsed by Council.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

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

Party or Parties means the Parties to this Agreement.

Planning Permit means planning permit No. 607618, as amended from time to time, issued on 8 June 2012, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

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

Subject Land means the land situated at 70C Gorge Road, South Morang being the land referred to in Certificate of Title Volume 11275 Folio 557 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

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3. Owner's specific obligations

3.1 Compliance with the Development Permit

Except with Council's prior written consent the Owner:

- 3.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 3.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

3.2 Expiry of Development Permit

The Owner's obligations under clause 3.1 continue to apply:

- 3.2.1 regardless of any right conferred by the Planning Scheme;
- 3.2.2 regardless of any subdivision of the Subject Land; and
- 3.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

4. Owner's further obligations

4.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner:

- 4.2.1 must do all things necessary to give effect to this Agreement;
- 4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so including:
 - (a) signing any further agreement, acknowledgment or document; and
 - (b) obtaining all necessary consents to enable the recording to be made.

4.3 Council's costs to be paid

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's reasonable costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

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5. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

6. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 7.1 give effect to this Agreement; and
- 7.2 enter into a deed agreeing to be bound by the terms of this Agreement.

8. General matters

8.1 Notices

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

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number for service; or
- 8.1.5 by email to the person's current email address for service.

8.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

8.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

AL002903D III



8.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

8.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

8.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

9. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

10. Ending of Agreement

10.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.

10.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement.



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FORM 18

Schedule 1 of the *Planning and Environment Regulations 2005*

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

Section 181

Planning and Environment Act 1987

AH628967T

23/11/2010 \$105.20 173



Lodged by:

Name:

~~BEST HOOPER~~ Mahon lawyer

Phone:

~~9670 8957~~ 9404 1333

Address:

~~563 Little Lonsdale Street, Melbourne~~

Ref:

JDC: 1009.0145

Customer Code: ~~04855~~ 3432B

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:

Certificate of Title Volume 10905 Folio 209

Authority:

Whittlesea City Council, Civic Centre, 25 Ferres Boulevard,
South Morang VIC 3752

Section and Act under which Agreement made:

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer:

DAVID TURNBULL

Date:

18.10.2010.

WEEP

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CITY OF WHITTLESEA

Council

- and -

**PRINCESS LODGE (AUST) PTY LTD
(ACN 073 987 381)**

the Owner

**Agreement under Section 173 of the Planning and
Environment Act 1987.**

Subject Land: 70 & 80 Gorge Road, South Morang

BEST HOOPER
Solicitors
563 Little Lonsdale Street
MELBOURNE

Ref: JDC:1009.0145
Tel: 9670 8951
Fax: 9670 2954
JL:WH:1009.0145



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PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the day of 2010

BETWEEN:

CITY OF WHITTLESEA
of 25 Ferres Boulevard, South Morang Vic 3752

("Council")

- and -

PRINCESS LODGE (AUST) PTY LTD (ACN 073 987 381)
of 20 Toumlin Grove, Viewbank Vic 3084

("the Owner")

INTRODUCTION

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is or is entitled to be registered as the proprietor of the Subject Land.
- C. On 24 March 2009 the Council granted Planning Permit No. 711406 permitting a Subdivision of Land into fourteen Lots, associated works, the construction of an access onto a Road Zone Category 1 and removal of native vegetation subject to conditions, including condition 15 which provides:

"15. Prior to the issue of a Statement of Compliance for this subdivision or a stage thereof, the permit holder must enter into a Section 173 agreement or any alternative mechanism deemed satisfactory to the Responsible Authority which proves for:

- (a) *prohibition of direct vehicular access from Gorge Road to Lots B and C.*
- (b) *future development of Lot C to have direct frontage to Gorge Road.*

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

- D. The parties enter into this Agreement -
 - (a) to give effect to the requirements of the Permit; and

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- (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

IT IS AGREED:

1. DEFINITIONS

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

- 1.1 "the Act" means the Planning and Environment Act 1987.
- 1.2 "this Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 "Council" means Whittlesea City Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.
- 1.4 "Lot C" means the Lot marked "C" on the proposed Plan of Subdivision No. PS626007V being part of the land contained in Certificate of Title Volume 10905 Folio 209.
- 1.5 "the Endorsed Plan" means the plan(s), endorsed with the stamp of the Council from time to time, as the plan(s) which form part of the Permit.
- 1.6 "Frontage" means the front façade of the building which faces Gorge Road.
- 1.7 "Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.
- 1.8 "Owner" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.
- 1.9 "party or parties" means the Owner and Council under this Agreement as appropriate.
- 1.10 "Permit" means Planning Permit No. 711406 as amended from time to time and described in recital C of this Agreement.
- 1.11 "Planning Scheme" means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.12 "Subject Land" means the land situated at 70 and 80 Gorge Road, South Morang being the land comprised in Certificate of Title Volume 10905 Folio 209 and any reference to the Subject Land in this



Agreement will include a reference to any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

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

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner covenants and agrees that:

- 3.1 **Direct Vehicular Access to Lot C**
Direct vehicular access to any part of Lot C from Gorge Road is not permitted at any time.
- 3.2 **Future Development of Lot C**
All dwellings developed on Lot C will be orientated and positioned in such a way that each dwelling has a direct Frontage to Gorge Road.
- 3.3 **Council's Costs to be Paid**
It will pay to the Council, the Council's reasonable costs and expenses (including legal expenses on a party/party basis) of and

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incidental to the preparation, drafting, review, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of the Owner to the Council.

4. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL

- 4.1 The Council acknowledges that the Owner's covenants in this Agreement satisfy condition 15 of the Permit.
- 4.2 The Council covenants that it will forthwith apply to register this Agreement pursuant to Section 181 of the Act.

5. FURTHER OBLIGATIONS OF THE OWNERS

The Owner further covenants and agrees that:

5.1 Notice and Registration

the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

5.2 Further actions

5.2.1 the Owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings;

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

6. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agrees that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

7. OWNERS WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrant that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

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8. SUCCESSORS IN TITLE

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 Subject Land, successors in title shall be required to:

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

9. GENERAL MATTERS

9.1 Notices

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

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

9.2 A notice or other communication is deemed served:

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

9.3 No Waiver

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

9.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this

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Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

9.5 No Fettering of the Council's Powers

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

10. COMMENCEMENT OF AGREEMENT

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

11. ENDING OF AGREEMENT

11.1 This Agreement may be ended by agreement between Council and the Owner.

11.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of the WHITTLESEA CITY COUNCIL is affixed in the presence of:

Chief Executive Officer



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EXECUTED by PRINCESS LODGE (AUST))
PTY LTD in accordance with Section 127 of)
the Corporations Act 2001 by being signed)
by the person who is authorized to sign for)
the company:)



.....
Sole Director and Sole Company Secretary

Full Name: Helen Kritsidimas

Address: 20 Toumlin Grove
Viewbank Vic 3084

INFORMATION ONLY

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1031309

APPLICANT'S NAME & ADDRESS

MK STEELE & GIAMMARIO C/- INFOTRACK C/- LANDATA
DOCKLANDS

VENDOR

GEORGIU, STELLA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

365983

This certificate is issued for:

LOT 7 PLAN PS643440 ALSO KNOWN AS 78 GORGE ROAD SOUTH MORANG
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 6
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 1
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

15 May 2024

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

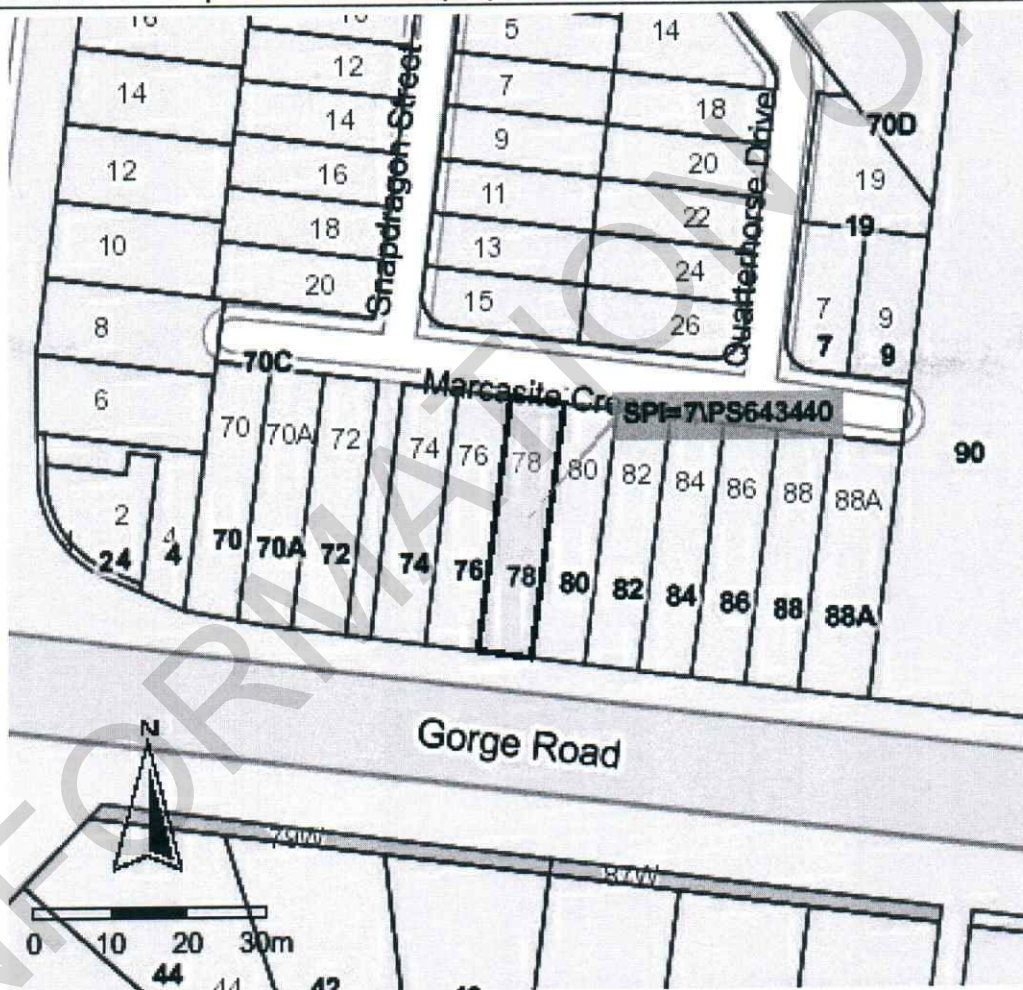
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 23 May 2024 11:09 AM

PROPERTY DETAILS

Address: **78 GORGE ROAD SOUTH MORANG 3752**
Lot and Plan Number: **Lot 7 PS643440**
Standard Parcel Identifier (SPI): **7\PS643440**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **893909**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 183 H12**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

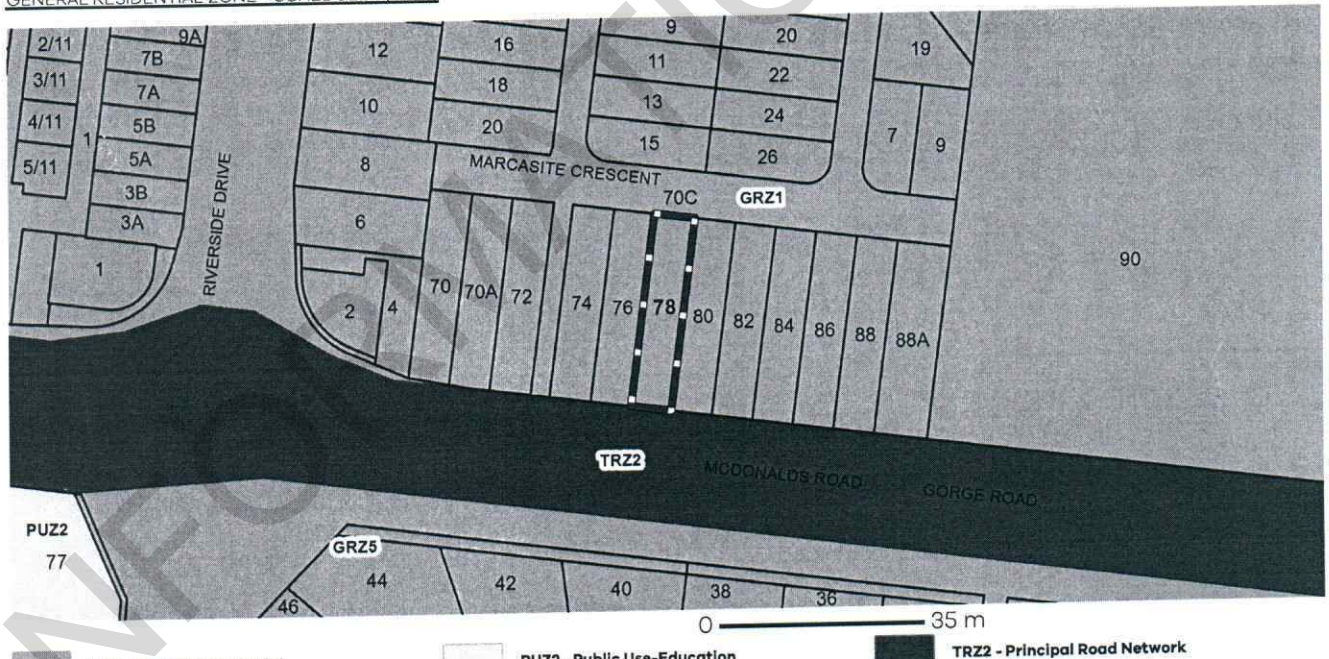
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



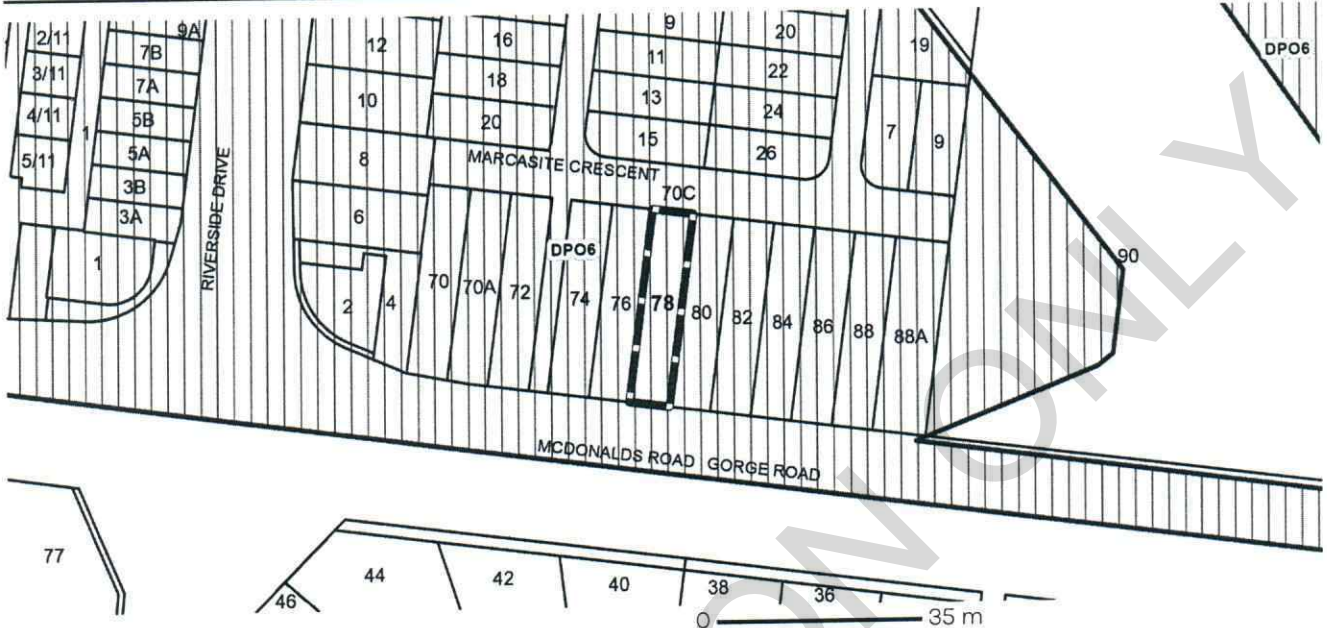
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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

Planning Overlays

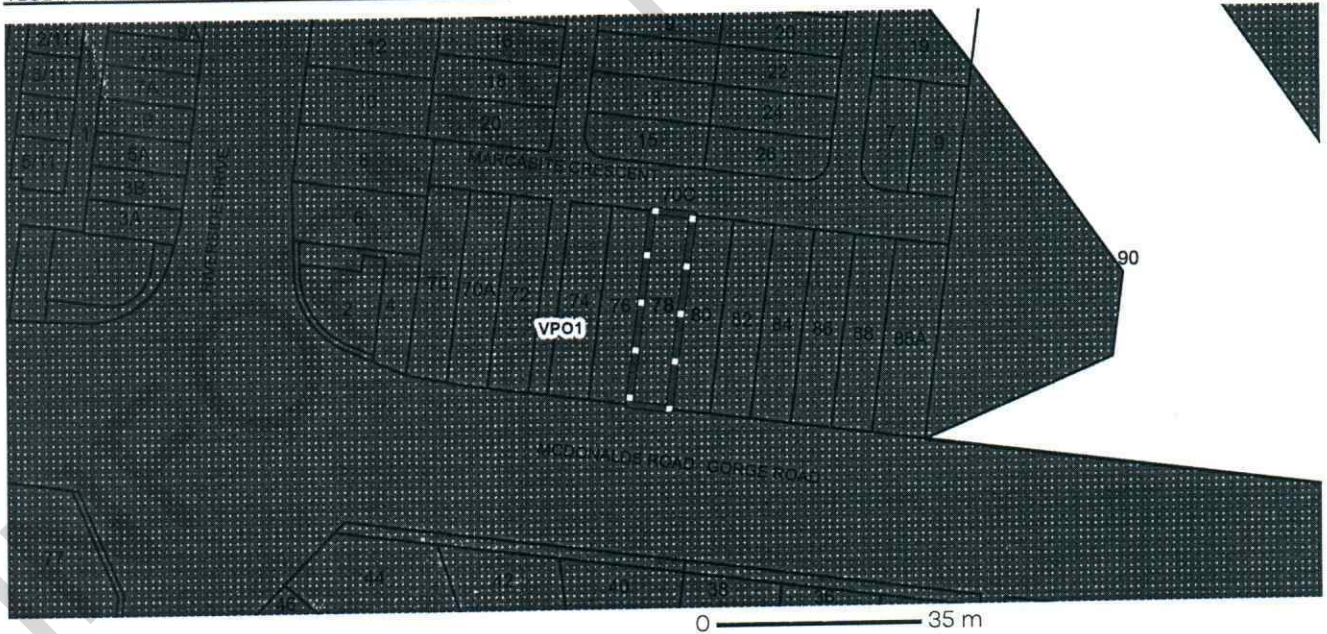
DEVELOPMENT PLAN OVERLAY (DPO)
DEVELOPMENT PLAN OVERLAY - SCHEDULE 6 (DPO6)



DPO - Development Plan Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)
VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



VPO - Vegetation Protection Overlay

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

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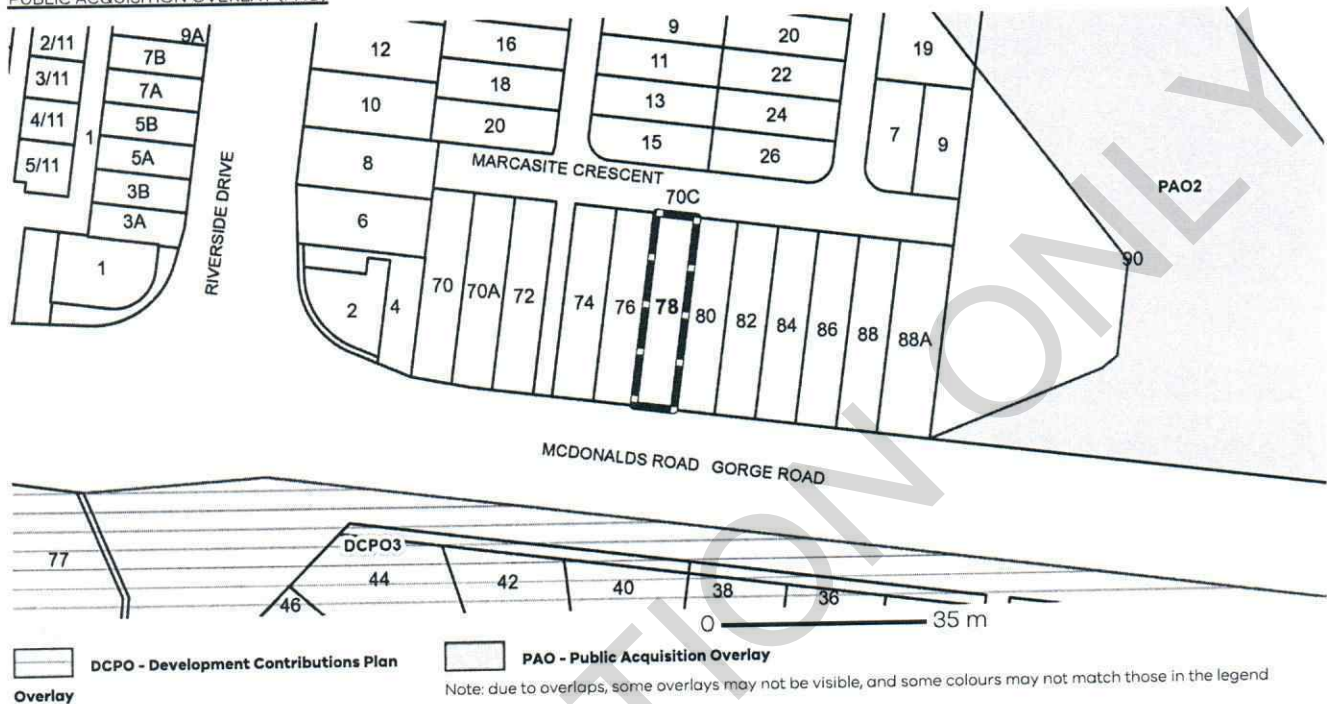
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

PUBLIC ACQUISITION OVERLAY (PAO)



Further Planning Information

Planning scheme data last updated on 15 May 2024.

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

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

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

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

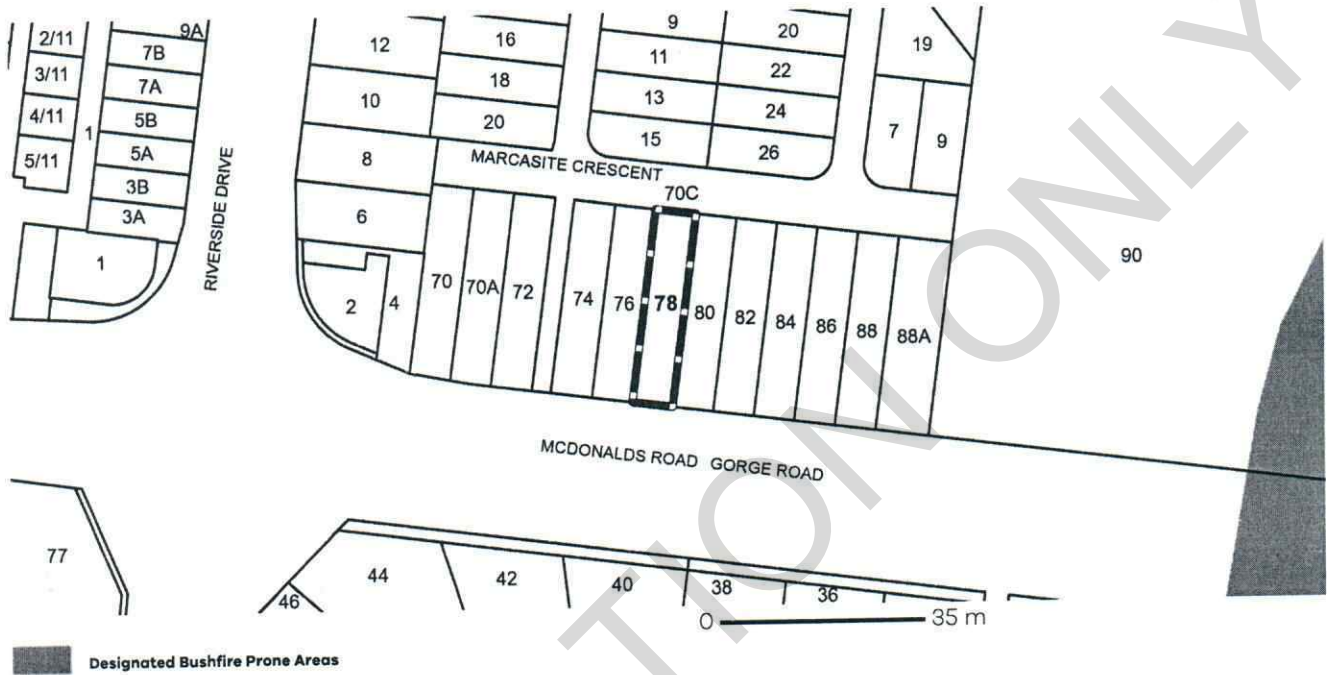
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

15th May 2024

MK Steele & Giammario C/- InfoTrack C/- LANDATA
LANDATA

Dear MK Steele & Giammario C/- InfoTrack C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	78 GORGE ROAD SOUTH MORANG 3752
Applicant	MK Steele & Giammario C/- InfoTrack C/- LANDATA LANDATA
Information Statement	30850496
Conveyancing Account Number	7959580000
Your Reference	365983

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

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

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES



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Yarra Valley Water Property Information Statement

Property Address	78 GORGE ROAD SOUTH MORANG 3752
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	78 GORGE ROAD SOUTH MORANG 3752
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

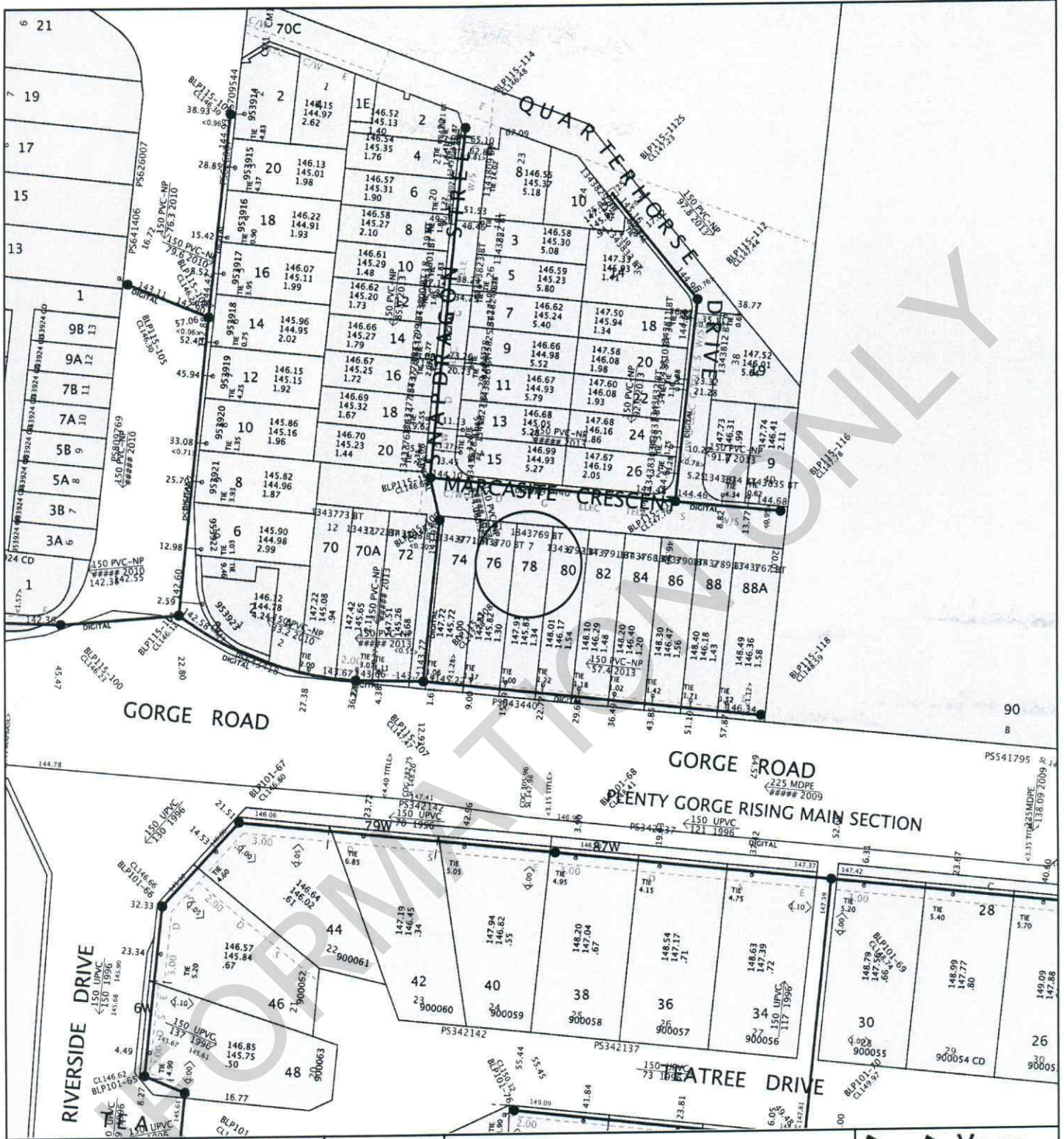
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water Information Statement Number: 30850496	Address	78 GORGE ROAD SOUTH MORANG 3752		 N	 Yarra Valley Water ABN 93 066 902 501
	Date	15/05/2024			
	Scale	1:1000			

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;

22nd February 2016

Application ID: 192628

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

Product	Qty
New Estate Connection - Drinking Water	1

INFORMATION ONLY

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

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

WATER

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

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

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

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

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

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

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

Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

AMENDMENTS

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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



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yvw.com.au

MK Steele & Giammarino C/- InfoTrack C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 0909924488
Rate Certificate No: 30850496

Date of Issue: 15/05/2024
Your Ref: 365983

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
78 GORGE RD, SOUTH MORANG VIC 3752	7\PS643440	5087535	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.03	\$10.01
Residential Water and Sewer Usage Charge <i>Step 1 – 30.000000KL x \$3.34380000 = \$100.31</i>	12-02-2024 to 03-05-2024	\$100.31	\$50.15
Estimated Average Daily Usage \$1.24			
Residential Sewer Service Charge	01-04-2024 to 30-06-2024	\$114.47	\$86.61
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$21.10
Drainage Fee	01-04-2024 to 30-06-2024	\$29.38	\$29.38

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		\$197.25

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


GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
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yvw.com.au

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

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

Property No: 5087535

Address: 78 GORGE RD, SOUTH MORANG VIC 3752

Water Information Statement Number: 30850496

HOW TO PAY



Bill Code: 314567
Ref: 09099244881

Amount
Paid

Date
Paid

Receipt
Number

Date of issue 16/05/2024	Assessment No. 893909	Certificate No. 160649	Your reference 72835793-018-3
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Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2024

Property location: 78 Gorge Road SOUTH MORANG 3752
Description: LOT: 7 PS: 643440J

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$650,000	\$125,000	\$32,500

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2023 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2023	\$1,535.45
Fire services charge (Res) levied on 01/07/2023	\$125.00
Fire services levy (Res) levied on 01/07/2023	\$29.90
Waste Service Charge (Res/Rural) levied on 01/07/2023	\$171.45
Waste Landfill Levy Res/Rural levied on 01/07/2023	\$11.85
Arrears to 30/06/2023	-\$356.00
Interest to 16/05/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	-\$303.20
Sustainable land management rebate	\$0.00
Payments	-\$821.45
Balance of rates & charges due:	\$393.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$393.00
--	-----------------

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

Council Offices

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

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service
 **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 893909



Phone 1300 301 185
Ref 893909



Biller Code 5157
Ref 893909

Property Clearance Certificate

Land Tax



INFOTRACK / MK STEELE & GIAMMARIO

Your Reference:	241304
Certificate No:	76778720
Issue Date:	15 MAY 2024
Enquiries:	ESYSPROD

Land Address: 78 GORGE ROAD SOUTH MORANG VIC 3752

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41314648	7	643440	11498	630	\$0.00

Vendor: STELLA GEORGIU
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS STELLA GEORGIU	2024	\$125,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$650,000
SITE VALUE:	\$125,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 76778720

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" 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 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 = \$125,000

Calculated as \$975 plus (\$125,000 - \$100,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 76778720

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: 76778720

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MK STEELE & GIAMMARIO

Your Reference:	241304
Certificate No:	76778720
Issue Date:	15 MAY 2024

Land Address: 78 GORGE ROAD SOUTH MORANG VIC 3752

Lot	Plan	Volume	Folio
7	643440	11498	630

Vendor: STELLA GEORGIU

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 76778720

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: 76778729
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: 76778729
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.



Ross-Hunt

real estate

InfoTrack
LEVEL 5 459 Collins Street
MELBOURNE VIC 3000
Email: ownerscorp@infotrack.com.au

07 November 2025

Dear Sir/Madam,

RE: O.C. NO. 643440J - Lot 7 - 78 Gorge Road, SOUTH MORANG 3752

We acknowledge receipt of your application dated 3 November 2025 and enclose an Owners Corporation Certificate in accordance with the Owners Corporation Regulations 2007.

We also enclose for your information the following:

1. Insurance Particulars
2. Minutes of the last Annual General Meeting
3. Income & Expenditure Statement and Balance Sheet
4. Statement of Advice and Information for Prospective Purchasers and Lot Owners
5. Model Rules for an Owners Corporation

We recommend that prior to settlement, a final check should be made with regard to any outstanding contributions, levies, legal charges or penalty interest.

A lot owner who sells a lot or a person who acquires a lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract. This is a requirement under the Owners Corporations Act 2006, Part 7, Section 134.

Please ensure the purchaser's telephone number and/or email address is provided for our records. This information can be forwarded on a Notice of Acquisition or Notice of Disposition to acquisitions@rosshunt.com.au.

A purchaser must provide an Australian address for serving of notices. A post office box address is not acceptable. This is to satisfy the requirements of the Victorian Civil and Administrative Tribunal, should any matter regarding a lot owner proceed before the Tribunal.

Yours faithfully,

Bradley Garlepp

Bradley Garlepp
Owners Corporation Department

Ross-Hunt Real Estate Pty Ltd ABN: 99 004 290 742
A: 99-105 Union Road, Surrey Hills 3127
P: Locked Bag 1, Surrey Hills 3127
T: 03 9830 4044 F: 03 9830 4088
E: rosshunt@rosshunt.com.au
www.rosshunt.com.au



Sales



Auctioneers



Buyers Advocacy



Rentals



Owners Corporation





Ross-Hunt

real estate

ABN 99 004 290 742

Prescribed Information for Owners Corporation Certificate

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation Number 643440J at 70C Gorge Road, SOUTH MORANG 3752

This notice is issued in respect of Lot No. 7 / Unit No. 78

Name of Vendor: Stella Georgiou

Applicant for the certificate is: InfoTrack on behalf of MK Steele & Giammario

Date application was received: 05/11/2025

The information in this certificate is issued on: 7/11/2025

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

- (a) the current fees for the lot for each quarter or annually or other period;

\$390.00 payable quarterly. The quarterly periods commence 1st January, April, July and October.

- (b) the date up to which the fees for the lot have been paid;

31/12/2025.

- (c) the total of any unpaid fees or charges for the lot;

Nil.



Settlement Fees can be paid using the following details:

Billers Code: 253062

EFT REFERENCE Number: 788597211083905

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

None to our knowledge.

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

None to our knowledge.

- (f) in relation to **the owners corporation's insurance** cover—

- (i) the name of the company;

QBE Insurance (Australia) Limited

- (ii) the number of the policy;

HU0006325

- (iii) the type of policy;

Strata Title Insurance

- (iv) the buildings covered;

70C Gorge Road, SOUTH MORANG VIC 3752

- (v) the building amount;

\$19,020,000.00.

- (vi) the public liability amount;

\$30,000,000.00

- (vii) the renewal date.

15/07/2026. (The current premium for the period 15/07/2025 – 15/07/2026 has been paid)

- (g) if the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution;

Not applicable

- (h) the total funds held by the owners corporation;

Cash at Bank \$28,028.08 as at 7/11/2025

- (i) whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities;

None to our knowledge. The next Annual General Meeting date is 13/10/2026.

- (j) details of any current contracts, leases, licences or agreements affecting the common property;

None to our knowledge.

- (k) details of any current agreements to provide services to lot owners, occupiers or the public;

The Minders Pty Ltd - 1st Energy Pty Ltd
Yarra Valley Water Ltd

- (l) details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied;

None to our knowledge as at 7/11/2025

- (m) details of any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings;

Save for any action to recover member contributions in arrears, the owners corporation is not a party to any legal proceedings and is not aware of the likelihood of such proceedings.

- (n) whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager;

Ross-Hunt Real Estate Pty Ltd, 99-105 Union Road, Surrey Hills. Vic. 3127

- (o) whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment of an administrator;

No administrator is appointed.

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

Minutes of the last Annual General Meeting
Financial statements
Statement of Advice and Information for Prospective Purchasers / Lot Owners
Model Rules

Further information on prescribed matters can be obtained by inspection of the owners corporation register by making written application to the Manager at the address listed below.

Dated 7 November 2025

THE COMMON SEAL of OWNERS CORPORATION NO 643440J is no longer required at this property.

Bradley Garlepp
Bradley Garlepp
Owners Corporation Department
Ross-Hunt Real Estate

Ross-Hunt Real Estate Pty Ltd., 99-105 Union Road, Surrey Hills. 3127. Phone: 03 9830 4044. Fax: 03 9830 4088
Postal: Locked Bag. 1, Surrey Hills. 3127. Email: rosshunt@rosshunt.com.au. Website: www.rosshunt.com.au

BJS Body Corporate Insurance Brokers Pty Ltd

ABN 44 006 267 732

ACN 006 267 732

AFS Licence No: 241466

Level 11/600 St Kilda Road
MELBOURNE VIC 3004

PO BOX 7081
MELBOURNE VIC 3004

Tel: (03) 9860 4261

Fax: (03) 9820 5664

Email: bodycorp@bjsib.com.au

Page 1 of 5

As per your request, the policy described below has been endorsed in accordance with your instructions. If the endorsement details below do NOT reflect the amendments requested, please contact our office urgently.

Payment is required within 14 days of the invoice date

Owners Corporation Plan No. 643440J
C/- Ross Hunt Real Estate
Locked Bag 1
SURREY HILLS VIC 3127

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 11/09/2025

Invoice No: 84406

Our Reference: OC643440J

Should you have any queries in relation to this account, please contact your Account Manager

Rob Howland

Class of Policy: Strata Title Insurance
Insurer: QBE Insurance (Australia) Limited
628 Bourke Street Melbourne VIC 3000
ABN: 78 003 191 035
The Insured: Owners Corporation Plan No. 643440J

ENDORSEMENT

Policy No: HU0006325

Period of Cover:

From 10/09/2025

to 15/07/2026 at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

PRIVACY NOTICE:

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information.

If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website.

PLEASE SEE REVERSE FOR OTHER IMPORTANT INFORMATION

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$1,085.08	\$30.00	\$0.00	\$116.42	\$119.36	\$49.14

Commission earned on this invoice \$238.72

TOTAL \$1,400.00
(Excluding Credit Card fee)

Credit Card fee (inc GST) is \$12.60



Acct Name: BJS Body Corporate Insurance Brokers Pty
BSB: 083419 Account: 548492610
Reference: OC643440J 84406

Our Reference: OC643440J

Invoice No: 84406

Acct Man: Rob Howland



Mail this portion with your cheque payable to:
BJS Body Corporate Insurance Brokers Pty Ltd
PO BOX 7081
MELBOURNE VIC 3004



To pay with your
Visa/Mastercard
Call 1300 369 589
Visit www.bjsib.com.au
Client Ref: 044304X

Invoice Ref: 84406

AMOUNT DUE

\$1,400.00

IMPORTANT NOTICE TO POLICYHOLDERS, YOUR RIGHTS AND OBLIGATIONS

The information set out below is relevant to any new insurance renewal and reinstatement of any existing insurance.

1. DUTY OF DISCLOSURE (applicable to all General Insurance Contracts except Consumer Insurance Contracts)

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurers need information about the risk that you are asking to insure. This information extends to anyone seeking to be covered by the policy. For this reason, before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose anything that you know, or could reasonably be expected to know, that may affect the Insurer's decision to insure you and on what terms.

You have this duty until the Insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not have to tell the Insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- your insurer knows, or should know; or
- your insurer waives your duty to tell them about

If you do not tell the Insurers something:

If you do not tell the Insurer anything that you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the Insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

One important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made completed disclosure, we suggest that you keep an up to date record of all such losses and claims.

2. Third Party Interests

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted in the policy.

3. Hold Blameless or Preventing the Right of Recovery

You are warned that should you become a party to any agreement that has the effect of excluding or limiting the insurers chances of recovery from a Third Party, the insurer will have the right to refuse to indemnify you for such loss if it is shown that the insurers rights of recovery has been prejudiced by your action.

4. Authority to Act as your Broker

When you instruct us to arrange cover on your behalf, it is deemed that you have appointed us as your agent to deal with all matters relevant to the contract including claims. Unless you have appointed us in writing to act as your Insurance Broker for your complete Insurance Program we only accept responsibility for advice in respect to this policy. We will advise you of the expiry date of your policy and make recommendations to you for cover improvement or premium cost savings available. Payment of our invoice or written instructions to renew must be received by us before 4pm on the policy expiry date, otherwise your cover will cease at that time. In the absence of your written notice to the contrary, payment of your account will be deemed to acknowledge your acceptance of these broker appointment conditions.

5. Reasonable Precautions

You must take all reasonable precautions for the maintenance and safety of the property insured and the Company will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you on your behalf.

6. Financial Ombudsman Service

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. We also subscribe to Australian Financial Complaints Authority (AFCA) a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from us or by contacting AFCA directly at GPO Box 3 Melbourne VIC 3001, on 1800 931 678, email: info@afca.org.au or visit the website: www.afca.org.au.

7. Cancellation

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the insurer, and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee maybe charged to process the cancellation.

8. Alterations

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the Underwriters.

9. Disclaimer

This notice is a summary only (errors and omissions, excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents, in case of any discrepancy, the underwriters' documents will prevail.

Schedule of Insurance

Class of Policy: Strata Title Insurance	Policy No: HU0006325
The Insured: Owners Corporation Plan No. 643440J	Invoice No: 84406
	Our Ref: OC643440J

This policy has been placed through

CHU Underwriting Agencies Pty Ltd
 ABN 18 001 580 070
 Level 21 / 150 Lonsdale Street, Melbourne VIC 3000

CHU Underwriting Agencies Pty Ltd is an underwriting agency who has placed the policy with

QBE Insurance (Australia) Limited
 ABN 78 003 191 035
 628 Bourke Street Melbourne VIC 3000

With effect from 10/09/2025, this policy has been endorsed to:

- Increase Building Sum Insured from \$17,750,000 to \$19,020,000
- Increase to Loss of Rent/Temporary Accommodation accordingly

Policy Wording: CHU Residential Strata Insurance Plan
The Insured: Owners Corporation Plan No. PS 643440J
Situation: 70 GORGE ROAD, SOUTH MORANG, VIC 3752
Policy Period: From 10/09/2025 To 15/07/2026 at 4.00pm

Policies Selected	Sum Insured
Policy 1 – Insured Property	
Building	\$19,020,000
Insured Property (Common Area Contents)	\$0
Loss of Rent/Temp Accommodation (15%)	\$2,853,000
Policy 2 – Liability to Others	
Sum Insured	\$30,000,000
Policy 3 - Voluntary Workers	
Death	\$200,000
Total Disablement	\$2,000
Policy 4 - Fidelity Guarantee	
Sum Insured	\$250,000
Policy 5 - Office Bearer's Legal Liability	
Limit of Liability	\$5,000,000
Policy 6 - Machinery Breakdown	

Schedule of Insurance

Class of Policy: Strata Title Insurance	Policy No: HU0006325
The Insured: Owners Corporation Plan No. 643440J	Invoice No: 84406
	Our Ref: OC643440J

Sum Insured Not Insured

Policy 7 - Catastrophe Insurance

Insured Property Not Insured

Extended cover – Rent/Temp Accommodation Not Insured

Escalation in cost of Temp Accommodation Not Insured

Cost of Removal, Storage and Evacuation Not Insured

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs \$25,000

Appeal expenses - common property health & safety breaches \$100,000

Legal Defences Expenses \$50,000

Policy 9 - Lot Owner's Fixtures and Improvements (per lot)

Sum Insured \$250,000

Flood Included

Excesses

Policy 1 – Insured Property

Standard \$2,000

Other excesses payable are shown in the Policy Wording

Important Information

Confirmation of Cover

The cover provided by this schedule forms part of your contract of insurance and is in force for the Period of Insurance shown. Cover is subject to the policy terms, conditions, limitations and exclusions. Please refer to your policy document and PDS.

Your duty when you renew your policy

This document sets out the information we hold about you, your property and your policy.

By law, you must take reasonable care not to make a misrepresentation. This means before renewal, you must review this information and tell us if anything is wrong or if there have been any changes. Some types of changes may impact our offer of renewal terms.

If we do not hear from you and you renew your policy, this means you agree that the information you have previously provided to us is correct and that nothing has changed.

If you do not tell us about anything that has changed, or if any of the information is misleading, incomplete, inaccurate or fraudulent we may reduce or not pay a claim, cancel your policy or treat it as if it never existed. If anything is unclear, please contact us.

Excesses – Explanatory Notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Schedule of Insurance

Class of Policy:	Strata Title Insurance	Policy No:	HU0006325
The Insured:	Owners Corporation Plan No. 643440J	Invoice No:	84406
		Our Ref:	OC643440J

Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- b. Rainwater

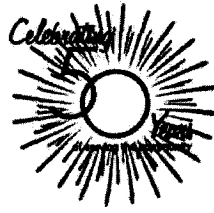
The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

Please refer to the Policy Wording / PDS for full details of cover provided.

GENERAL ADVICE WARNING

This advice has been prepared without taking account of your objectives, financial situation or needs. Because of this you should, before acting on the advice, consider the appropriateness of the advice, having regard to your objectives, financial situation or needs. If the advice relates to the acquisition or possible acquisition of an insurance policy, you should also obtain a PDS relating to the product. You should consider the PDS before making any decision about whether to acquire the policy.



MINUTES OF INTERIM ANNUAL GENERAL MEETING
Owners Corporation Strata Plan No. 643440J
70C Gorge Road, South Morang VIC 3752, Australia
HELD ON: 21/10/2025 at 18:00PM
LOCATION: Online

PRESENT:

Lot#	Unit#	Attendance	Owner Name
6	6	Yes	Anthony & Chantalle Calderone
7	7	Yes	Stella Georgiou
8	8	Yes	Beyza Copur & Emmanuel Teliani
9	9	Yes	Jorge Soumilas & Madison, A. M.
19	19	Yes	Janaka Chathura Bandara Ekanayaka Mudiyansejage
22	22	Yes	Gayle Susan Meacham
24	24	Yes	Didar Alqua-Alias
34	34	Yes	Nilushi Manjula Thennakoon

IN ATTENDANCE:

Meeta Jain representing Ross-Hunt Real Estate.

CHAIRPERSON(acting):

Meeta Jain

1. MINUTES

Resolved that the minutes of the last Annual General Meeting held on 22/10/2024 were accepted as presented.

2. FINANCIAL REPORTS

Resolved that the Statement of Financial Performance for the financial year ending 31/08/2025 was accepted as presented.

3. AUDITING AND FINANCIAL REPORTING

Resolved that the Owners Corporation is a non-reporting and not for profit entity for financial reporting purposes.

4. MANAGER'S REPORT

Notation: The Manager advised the meeting of Professional indemnity cover held by Ross-Hunt Real Estate for \$5 million. Policy No: 2023-RE44993-83294 with Woodina Underwriting Agency.

5. COMMITTEE

Resolved that the following members were elected to the Committee: Chantalle Calderone (Lot 6), Stella Georgiou (Lot 7) & Maddie Walters (Lot 9). The Committee elected Stella Georgiou (lot 7) as the Chairperson.

Dispute Resolution: Once an issue is brought to the attention of the manager, this is to be emailed to the chairperson or representative of the committee. The responsibility of the chairperson is to inform and discuss any issues arising at their property, being via calling of a committee meeting or by email. The correspondence is between the committee only (not the manager) and once a decision is made, then it is the responsibility of the chairperson to instruct the manager in writing.

6. DELEGATION TO COMMITTEE

Resolved the Owners Corporation delegates to the committee all the powers and functions of the Owners Corporation except:-

- i) A power or function requiring a special resolution;
- ii) A power or function requiring a unanimous resolution;
- iii) A power or function that may only be determined by ordinary resolution of the Owners Corporation at a general meeting pursuant to Section 82.

The purpose of a committee is to make decisions outside the Annual General Meeting. The committee provides a link between the manager and property enabling efficient processing of items which require attention. These items would generally be maintenance related or sometimes in relation to special legal or capital works projects. It is the committee's responsibility to act in the best interests of the Owners Corporation.

7. INSURANCE

Resolved that the Building Cover is to **remain at \$19,020,000.00** Excess payable by Owner or Owners Corporation, depending on the claim.

Policy Number: HU0006325	Type: Strata Title Insurance	Broker: BJS Body Corporate Insurance Brokers Pty Ltd
Insurer: CHU Underwriting Agencies Pty Ltd	Premium: \$29,150.00	Paid On Date: 11/06/2025
Policy Start Date: 15/07/2025	Next Due Date: 15/07/2026	
Cover	Sum Insured	Excess
Building	\$19,020,000.00	\$2,000.00
Fidelity Guarantee	250,000.00	
Lot Owners Fixtures & Improvements	250,000.00	
Office Bearers Liability	5,000,000.00	
Public Liability	\$30,000,000.00	\$2,000.00
Water Damage/Burst Pipes		\$2,000.00

For all excesses and cover please refer to policy document, which is available from BJS Body Corporate Insurance Brokers Pty Ltd (BJS). Ph: 1800 003 077.

Ross-Hunt Real Estate Pty Ltd has a distributor agreement with BJS. As part of the agreement there is a beneficial relationship between the two entities, relating to insurance policies in the name of the Owners Corporation. Ross-Hunt Real Estate receives 25% of the commission earned by BJS on new insurance policies only. The arrangement contributes to a lower level of management fees and does not increase the cost of the insurance to the Owners Corporation.

Notation: FINANCIAL SERVICE GUIDE AND PRODUCT DISCLOSURE STATEMENT (FSG & PDS).

Following legislative changes in the financial service industry, Owners Corporation Managers as arrangers of insurance must either hold an Australian Financial Services License or be authorised to act on behalf of a Licensee. Ross-Hunt Real Estate has elected to become a distributor of BJS and our authority allows us to provide instructions to BJS to arrange insurance, present quotations and renewal invitations to the Owners Corporation which are provided by BJS (including the invoice, BJS FSG and relevant Insurers PDS) and renew insurance following your authority. We cannot provide advice however if you require personal advice you can contact BJS or an insurance broker of your choice.

8. VALUATION

Resolved that Ross-Hunt Real Estate is not to obtain an indexation. The matter will be discussed at the next AGM. Your last valuation was completed on 23/02/2024.

9. CONTRACTORS INSURANCE

Resolved that Ross-Hunt Real Estate advises that any member(s) who engage(s) or recommends the services of a contractor to carry out works at the property on behalf of the Owners Corporation must undertake to ensure that the contractor maintains public liability insurance and workers compensation cover for the duration of the works and that the contractor provides an indemnity to The Owners Corporation and Ross-Hunt Real Estate against all claims arising out of the works.

10. DEBT COLLECTION

Resolved that Ross-Hunt Real Estate is authorised to engage the services of a solicitor to submit an application to the Victorian Civil Administrative Tribunal or any other court of jurisdiction for debt recovery against an owner. Costs will be incurred however it is reasonably expected these costs are recoverable in most circumstances.

11. OCCUPATIONAL HEALTH & SAFETY

Resolved not to carry out an assessment to determine compliance with Occupational Health and Safety Act 2004 provisions. Members advised the Manager that to the best of their knowledge, the Owners Corporation does not have any irregularities or services that would be subject to the Occupational Health & Safety Act 2004 provisions.

Notation: The Manager advised the meeting of the operation of the Occupation Health & Safety Act 2004 and the need for compliance so as not to adversely impact on the insurance policy of the property and in order to avoid any possible penalties being applied to the Owners Corporation. The Manager advised members that Ross-Hunt Real Estate is not a building surveyor or engineer and is not able to determine compliance obligations.

12. GUTTER CLEANING

Resolved that the cleaning of the gutters and downpipes is to remain the individual responsibility. The manager advises that these should be cleaned on an annual basis as an important part of building maintenance.

13. CARETAKER

Resolved that the current caretaker continue for a further 12 months.

14. GENERAL BUSINESS

14.1 Visitor Car Parking Bays: Resolved that the visitor car parking bays are for the use of visitors and not for the exclusive or ongoing use of any lot owner or their tenants. Kindly refer (attached) to the Model Rule 4.2 - Vehicles and Parking on common property, which requires residents to use only their allocated parking spaces and to ensure visitor parking spaces are available for genuine visitors. A warning notice will be issued to any owner found using the visitor car park for an extended period. Continued non-compliance will result in a breach notice being issued at the owner's cost.

Notation: Owners are reminded that any breach of the model rules by a resident, including misuse of the visitor car park, must be reported by the Committee to the Manager, providing details such as the vehicle registration number and the relevant unit address.

Notation: The two (2) flush out systems for cleaning water pipes with white plates are Yarra Valley Water assets. They are located on the boundary near lot 12 (70 Gorge Road) and lot 1(88a Gorge Road).

15. INTEREST ON OUTSTANDING FUNDS

Resolved that Ross-Hunt Real Estate be authorised on behalf of the Owners Corporation to charge interest on money owing to the Owners Corporation at a rate not exceeding the maximum rate of interest payable under the Penalty Interest Rates Act 1983. Such interest is to apply to both levies and normal contributions. The due dates for normal contributions are payable in advance commencing on 01/01/2026, 01/04/2026, 01/07/2026, 01/10/2026 and each subsequent year. Interest is to apply to contributions which are outstanding in excess of 30 days from the due date as set out. Levies are due and payable upon the date of issue. Interest will be charged on unpaid levies 30 days after this date. A late fee of \$20.00 will be issued if payment has not been received within this timeframe.

16. ATO REQUIREMENTS

Resolved as there is no assessable income, there is no income tax return to be lodged for the year. It is resolved to appoint Alexandra Starr, Public Officer at Ross-Hunt Real Estate as a contact person & associate for the Owners Corporation with the Australia Tax Office (ATO) in order to allow Ross-Hunt Real Estate to arrange Tax Returns as required.

17. SINKING FUND

Resolved that no sinking fund be established for this property.

18. BUDGET

Resolved that the budget as presented for \$62,400.00 was accepted. See attached budget sheet.

Resolved that the 12-month budget from the previous financial year ending 31/08/2025 will be rescinded, and the new budget will take effect from 01/01/2026.

19. CONTRIBUTIONS

Resolved that the total Annual Contributions as per budget to remain \$62,400.00 and to be payable on a Quarterly basis in advance commencing 01/01/2026, 01/04/2026, 01/07/2026, 01/10/2026 in accordance with unit liability.

20. MANAGEMENT

Resolved in accordance with the Owners Corporation Act 2006 a management form in the approved format was presented to the meeting and it was agreed to delegate the Owners Corporation authority to Stella Georgiou (lot 7) and Chantalle Calderone (Lot 6) to sign the contract appointing Ross-Hunt Real Estate for a period of 12 months.

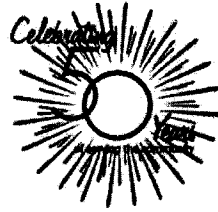
21. NEXT MEETING

Resolved that the next Annual General Meeting is to be held online on Tuesday, 13 October 2026 commencing at 6pm.

Please note, this is a provisional date. Confirmation will be provided approximately 3 weeks prior to the date of the meeting.

"Closing comment: There being no further comments, the chairperson declared the meeting closed at 18:57 on 21-10-2025."

INFORMATION ONLY



**Approved Budget
 to apply from 01/09/2025 -
 31/08/2026**

Date : 22/10/2025
Time : 09:32
Username : Meeta Jain
Client Position : Strata Manager

The Owners Corporation 643440J ABN: 64 771 105 149 70C Gorge Road, SOUTH MORANG, VIC 3752

Administrative Fund

Approved Budget

Revenue

143000	Levies Due--Admin	62,400.00
142500	Interest on Arrears--Admin	0.00
	Total revenue	62,400.00

Less expenses

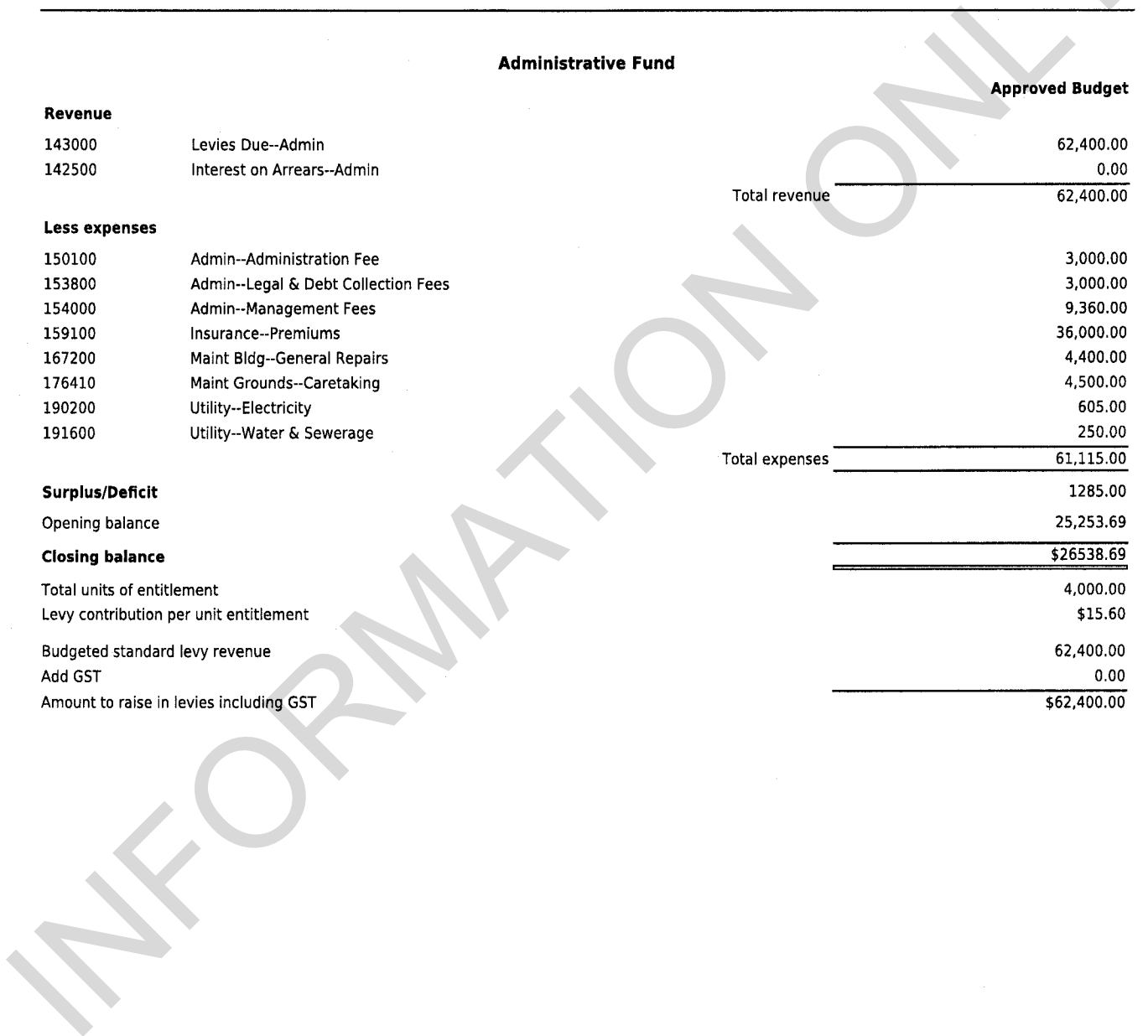
150100	Admin--Administration Fee	3,000.00
153800	Admin--Legal & Debt Collection Fees	3,000.00
154000	Admin--Management Fees	9,360.00
159100	Insurance--Premiums	36,000.00
167200	Maint Bldg--General Repairs	4,400.00
176410	Maint Grounds--Caretaking	4,500.00
190200	Utility--Electricity	605.00
191600	Utility--Water & Sewerage	250.00
	Total expenses	61,115.00

Surplus/Deficit

Opening balance 25,253.69

Closing balance

	\$26538.69
Total units of entitlement	4,000.00
Levy contribution per unit entitlement	\$15.60
Budgeted standard levy revenue	62,400.00
Add GST	0.00
Amount to raise in levies including GST	\$62,400.00



Sinking Fund

Approved Budget

Revenue			
242500	Interest on Arrears--Capital Works		0.00
		Total revenue	0.00
Less expenses			
		Total expenses	0.00
Surplus/Deficit			0.00
Opening balance			0.00
Closing balance			\$0.00
Total units of entitlement			4,000.00
Levy contribution per unit entitlement			\$0.00
Budgeted standard levy revenue			0.00
Add GST			0.00
Amount to raise in levies including GST			\$0.00

INFORMATION ONLY

Understanding Interim Resolutions at General Meetings

Owners Corporation Act 2006

Overview: The Act allows Owners Corporation general meetings to proceed without a quorum. In such instances, any resolutions passed at the meeting are considered **interim resolutions**. An interim resolution is passed on the 29th day after the day of the meeting unless a notice of special general meeting is issued within the 29-day period. A special general meeting notice can be issued if lot owners whose lot entitlements total at least 25% of all lot entitlements petition the manager to do so.

Legislation

78. Can a general meeting proceed even without a quorum?

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

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it was made but if notice of a special meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

- (5) *An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.*

Important Information for Owners

1. After-Hours Emergency Assistance

In the event of an after-hours emergency, please contact the Ross-Hunt Real Estate office on **(03) 9830 4044**.

Please be aware that if the issue is determined to be the responsibility of the individual unit owner (rather than the Owners Corporation), the attending costs will be charged directly to the owner.

2. Insurance Exclusions

Owners Corporation Insurance **does not cover** the following within individual units:

- Carpets
- Window Coverings
- Light Fittings
- Public Liability

We recommend all owners hold adequate **Contents Insurance** and/or **Residential Landlords Fixtures and Fittings Insurance**, which should include **Public Liability Cover**. For assistance with suitable insurance options, you can contact **B.J.S. Body Corporate Insurance Brokers - Toll Free 1800 003 077**

3. Making an Insurance Claim

If you need to lodge a claim under the Owners Corporation insurance policy, please reach out to your **Owners Corporation Manager** directly.

For incidents involving burglary or malicious damage, a **Police Report** is required before a claim can be submitted.

Ross-Hunt Real Estate will assist with lodging claims on behalf of owners. However please note that we are not able to influence the outcome of the claim or performance of any contractors appointed by the insurer.

4. Updating your Contact Details

To ensure our records remain up to date, please notify us in **writing** of any changes to your:

- Ownership / Name
- Residential Address (Note –PO Boxes are not accepted)
- Email Address
- Agent

You can update your contact details by:

- Replying to a Ross-Hunt email
- Completing the online form:
<https://www.rosshuntownerscorporation.com.au/update-details>

5. Reporting Safety Concerns

Your safety and the upkeep of the property are our priority. If you notice any safety issues or hazards relating to the building or common property, please contact your Owners Corporation Manager as soon as possible so we can take appropriate action.

6. We Value Your Feedback

Your feedback helps us improve. If you have any suggestions or concerns, we'd love to hear from you. Please email us at: feedback@rosshunt.com.au



Ross-Hunt
real estate

Model Rules for an Owners Corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her 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, 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 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

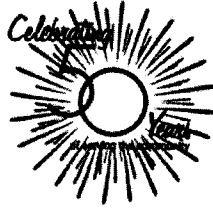
An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

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 his or her 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 his or her 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*.



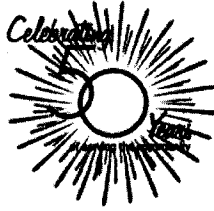
Strata Plan No. Owners Corporation 643440J
70C Gorge Road, South Morang VIC 3752, Australia
Statement of Financial Performance
FOR THE PERIOD 01/09/2024 TO 31/08/2025

Statement of Financial Performance	ACTUAL 01/09/2024-31/08/2025	BUDGET 01/09/2024-31/08/2025	ACTUAL LAST YEAR 01/09/2023-31/08/2024
Administrative Fund			
INCOME			
Insurance Claims--Admin	\$2,000.00	\$0.00	\$0.00
Insurance Excess--Admin	\$2,000.00	\$0.00	\$0.00
Levies Due--Admin	\$46,800.00	\$62,400.00	\$0.00
Interest on Arrears--Admin	\$15.00	\$0.00	\$0.00
Recovery--Legal Fees--Admin	\$220.00	\$0.00	\$0.00
Debt Recovery	\$0.00	\$0.00	\$0.00
TOTAL ADMINISTRATIVE FUND INCOME	\$51,035.00	\$62,400.00	\$0.00
EXPENDITURE - ADMINISTRATIVE FUND			
Admin--Administration Fee	\$3,000.00	\$3,000.00	\$0.00
Admin--Consultants	\$0.00	\$0.00	\$0.00
Admin--Legal & Debt Collection Fees	\$434.87	\$3,000.00	\$0.00
Admin--Management Fees	\$9,000.00	\$9,000.00	\$0.00
Admin--Postage	\$60.00	\$0.00	\$0.00
Admin--Set up Fee	\$400.00	\$0.00	\$0.00
Insurance--Premiums	\$29,150.00	\$35,109.00	\$0.00
Maint Bldg--Carpark	\$0.00	\$0.00	\$0.00
Maint Bldg--Carpark--Line Marking	\$2,140.60	\$0.00	\$0.00
Maint Bldg--Electrical	\$275.00	\$0.00	\$0.00
Maint Bldg--General Repairs	\$0.00	\$4,400.00	\$0.00
Maint Bldg--Insurance Repairs	\$4,000.00	\$0.00	\$0.00
Maint Grounds--Caretaking	\$4,373.37	\$4,260.00	\$0.00
Utility--Electricity	\$547.50	\$525.00	\$0.00
Utility--Water & Sewerage	\$157.10	\$250.00	\$0.00
TOTAL ADMINISTRATIVE FUND EXPENDITURE	\$53,538.44	\$59,544.00	\$0.00
SURPLUS/DEFICIT	\$(2,503.44)	\$2,856.00	\$0.00
OPENING ADMINISTRATIVE FUND BALANCE	\$26,677.13	\$26,677.13	\$0.00
ADMINISTRATIVE FUND BALANCE	\$24,173.69	\$29,533.13	\$0.00

Statement of Financial Performance

	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/09/2024-31/08/2025	01/09/2024-31/08/2025	01/09/2023-31/08/2024
Sinking Fund			
INCOME			
Levies Due--Capital Works	\$0.00	\$0.00	\$0.00
Interest on Arrears--Capital Works	\$0.00	\$0.00	\$0.00
TOTAL SINKING FUND INCOME	\$0.00	\$0.00	\$0.00
EXPENDITURE - SINKING FUND			
TOTAL SINKING FUND EXPENDITURE	\$0.00	\$0.00	\$0.00
SURPLUS/DEFICIT	\$0.00	\$0.00	\$0.00
OPENING SINKING FUND BALANCE	\$0.00	\$0.00	\$0.00
SINKING FUND BALANCE	\$0.00	\$0.00	\$0.00

INFORMATION ONLY



**Statement of Financial Position
AS AT 31/08/2025**

Date : 02/10/2025
 Time : 12:26
 Username :
 Client Position :

**Strata Plan No. Owners Corporation
643440J**

**70C Gorge Road, South Morang VIC 3752,
Australia**

	Actual 01/09/2024 - 31/08/2025	Actual 01/09/2023 - 31/08/2024
Owners Funds:		
Administrative Fund		
Operating Surplus/Deficit--Administrative Fund	\$(2,503.44)	\$0.00
Owners Equity--Admin	\$26,677.13	\$0.00
	\$24,173.69	\$0.00
Sinking Fund		
Operating Surplus/Deficit--Sinking Fund	\$0.00	\$0.00
	\$0.00	\$0.00
Net Owners Funds	\$24,173.69	\$0.00
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin	\$17,558.48	\$0.00
Receivable--Levies--Admin	\$8,950.12	\$0.00
Interest Receivable--Levies--Admin	\$1.91	\$0.00
Receivable Owners - Admin	\$1,689.36	\$0.00
	\$28,199.87	\$0.00
Sinking Fund		
	\$0.00	\$0.00
Unallocated Money		
	\$0.00	\$0.00
Total Assets	\$28,199.87	\$0.00
Less Liabilities		
Administrative Fund		
Accrued Expense	\$2,080.00	\$0.00
Creditors--Other--Admin	\$1,364.36	\$0.00
Prepaid Levies--Admin	\$581.82	\$0.00
	\$4,026.18	\$0.00
Sinking Fund		
	\$0.00	\$0.00
Unallocated Money		
	\$0.00	\$0.00
Total Liabilities	\$4,026.18	\$0.00
Net Assets	\$24,173.69	\$0.00

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporation Regulations 2007

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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



Ross-Hunt
real estate

Model Rules for an Owners Corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her 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, 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 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 his or her 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 his or her 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*.

GST withholding notice

Pursuant to section 14-250 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To:

Purchaser: AS NAMED IN THE CONTRACT OF SALE OF REAL ESTATE

Property address: 78 GORGE ROAD, SOUTH MORANG 3752

Lot no.: 7

Plan of subdivision: PS643440J

[Cross out whichever is not applicable]

At settlement the Purchaser is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth).

OR

~~At settlement the Purchaser is required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth).~~

~~Amount to be paid to the Commissioner of Taxation by the purchaser (the withholding amount): \$ _____~~

~~The purchaser will be required to pay the withholding amount on or before the day of settlement, namely: _____~~

From:

Vendor: STELLA GEORGIU

Address: 78 GORGE ROAD, SOUTH MORANG VIC 3752

ROADS PROPERTY CERTIFICATE

The search results are as follows:

MK Steele & Giammario C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 365983

NO PROPOSALS. As at the 10th November 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®.

78 GORGE ROAD, SOUTH MORANG 3752
CITY OF WHITTLESEA

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

Date of issue: 10th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78632595 - 78632595084405 '365983'

VENDORS STATEMENT

Property: 78 Gorge Road, South Morang

VENDOR'S SOLICITORS:

M.K. Steele & Giammario
Suite 1, 1st Floor
Cnr. Grimshaw & Church Streets
GREENSBOROUGH VIC 3088

Tel: 9432 0011
Fax: 9434 7392
Ref: JG:es:24.1304