

Contract of Sale

Jamie Neil Hamilton and Rachael Emma Hamilton

5 Aura Way
CRAIGIEBURN VIC 3064

Suite 10, 21 Smith Street, Warragul VIC 3820 (03) 5656 1790



SILVERTHORN
CONVEYANCING

info@silverthornconveyancing.com.au | www.silverthornconveyancing.com.au

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 **5 AURA WAY, CRAIGIEBURN VIC 3064**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of 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/...../2024

Print names(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/...../2024

Print name(s) of person(s) signing: **JAMIE NEIL HAMILTON AND RACHAEL EMMA HAMILTON**

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 <i>Sale of Land Act 1962</i>)	EXCEPTIONS: The 3-day cooling-off period does not apply if:
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.	<ul style="list-style-type: none">• you bought the property at or within 3 clear business days before or after a publicly advertised auction;
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.	<ul style="list-style-type: none">• 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 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.	<ul style="list-style-type: none">• you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or• you are an estate agent or a corporate body.

*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*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

the contract of sale and the day on which you become the registered proprietor of the lot.

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

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

A substantial period of time may elapse between the day on which you sign

Particulars of sale

Vendor's estate agent

Name:	Stone Real Estate - Whittlesea			
Address:	Unit 1, 75 Church Street, Whittlesea VIC 3757			
Email:	jenniterhaar@stonerealestate.com.au			
Tel:	03 9716 2000	Mob: 0438 130 473	Fax:	Ref: Jenni Haar

Vendor

Name:	Jamie Neil Hamilton and Rachael Emma Hamilton
Address:	

Vendor's legal practitioner or conveyancer

Name:	SILVERTHORN CONVEYANCING			
Address:	Suite 10, 21 Smith Street, Warragul VIC 3820			
Email:	samantha@silverthornconveyancing.com.au			
Tel:	(03) 5656 1790	Mob:	Fax: 03 8732 0235	Ref: SD:248483

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11175 Folio 197	16	622497V

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: 5 Aura Way, Craigieburn VIC 3064

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixtures and fittings, all permanent floor coverings, window furnishings as inspected.

Payment (general condition 11)

Price \$

Deposit \$ by (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 _____

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 in which case refer to general condition 1.1.

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

residential tenancy agreement for a fixed term ending 19 August 2024

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 refer to general condition 23 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:

Loan amount:

Approval date:

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

Building Report

Special Condition 21 applies only if the box is checked

Pest Report

Special Condition 22 applies only if the box is checked

Subject to lease

Special Conditions

Special Conditions

1. 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.

2. Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 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.
- 2.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. General Conditions

The General Conditions are varied as follows:

- (a) In General Condition 1.1(b) the words "exceptions and conditions" are inserted in after the word "reservations"

4. Auction Conditions

If the property is offered for sale by Auction, it is subject to the Vendor's reserve price. The rules for the conduct of the Auctions shall be as set out in Schedule 1 of the Sale of Land Regulations, 2005, or any rules prescribed by regulation which modify or replace those rules.

5. Guarantee

If the purchaser of the property is a corporation not listed on an Australian stock exchange the person who executes this contract for and on behalf of the purchaser or attests the affixing of its common seal must also execute the attached guarantee and indemnity

6. Identity of Property

The purchaser admits that the property as offered for sale and inspected by the purchaser is identical with that described in the title particulars set out in the particulars of sale. The purchaser must not make any requisition for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to meet any cost of doing so.

7. Restriction

- 7.1 The purchaser acknowledges that by enquiry of the appropriate authorities, it has satisfied itself as to the zoning and planning restrictions (including all planning approvals, permits and consents) on and in respect of the land sold and the use to which the land may be put and the development thereof.
- 7.2 The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the vendor's title or affects the validity of this contract. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.
- 7.3 The purchaser shall assume liability for compliance with any notices or orders relation to the property (other than those referring to the apportionable outgoings) which are made or issued on or after the date of sale and the purchaser shall assume liability arising there from indemnify the vendor against such liability. This Special Condition shall not merge upon settlement and shall ensure for the benefit of the Vendor.

8. Use of the land

The purchaser acknowledges that the vendor gives no warranty as to the use to which the land sold may be put if the use is permissible only with the consent of any authority under or in pursuance of any statute, ordinance, regulations, by law, town planning scheme or interim development order or other enactment or order of the Court the purchaser shall obtain such consent at the purchaser's own expense.

9. Interest in default

General Condition 26 does not apply to this Contract if the purchaser defaults in payment of any money due under this contract the purchaser must pay to the vendor interest at the rate of 14% per annum on the money overdue during the period of default without any demand and without prejudice to any other rights of the vendor.

10. Default costs charges & expenses

General Conditions 25 & 26 do not apply to this contract. In the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ('the contract') for the payment of the residue as defined in the contract ('the due date'), the vendor will or may suffer the following losses and expenses which the purchaser shall be required to pay to the vendor, in addition to the interest payable in accordance with the terms of the contract:

- 10.1 All costs associated with obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance;
- 10.2 Costs and expenses between the vendor's conveyancer and the vendor;
- 10.3 Penalties payable by the vendor to a third party or any costs incurred through any delay in completion of the vendor's purchase.
- 10.4 A fee for rescheduling settlement on the day of settlement or after set at \$275.00 for each rebooking.
- 10.5 In the event a default notice has been served upon the purchaser all monies due under the terms of the Contract of Sale will immediately become payable to the vendor where the default has been caused by the purchaser and has not been remedied in the specified time (under the terms of the default notice) and the costs and interest have not been paid, then;
- (a) the purchaser and vendor both acknowledge that the Contract of Sale is at an end;
- (b) the deposit up to 10% of the contract price is forfeited to the vendor as their right of entitlement, irrespective of whether the deposit has or has not been paid; and
- (c) the vendor is entitled to immediate re-possession of their property.
- 10.6 In addition to but not limited to other remedies, within one year of the Contract ending, the vendor may either:
- (a) retain the property and sue for damages for breach of contract; or
- (b) put the property back on the market in any manner and recover any shortfall in the price on the re-sale and any resulting expenses by way of liquidated damages; and
- (c) the vendor has the right to keep any part of the purchase price paid until the vendor's damages have been established and may direct that money towards those damages

11. Condition of property

- 11.1 The property and any chattels are sold in their present condition and subject to any defects, fair wear and tear inclusive.
- 11.2 No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.
- 11.3 The purchaser acknowledges that the property may have been filled and shall not make any claims or demands whatsoever on the vendor in regard there to or arising there from.
- 11.4 The purchaser:
- (a) accepts the property:
- (i) with all existing and future planning, environmental and building controls and approvals; and
- (ii) in its present condition with all defects and non-compliance with any of those controls or approvals;

(b) Acknowledges that the decision to purchase the property was based on the purchaser's own investigation and that no representations were made by or on behalf of the vendor as to the condition of the property or any matters referred to sub-paragraph (b) hereof; and

Waives any right it might otherwise have to make any requisition or enquiry in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the property.

12. Stamp Duty – Purchasers buying unequal interests

- 12.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ('the proportions').
- 12.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 12.3 The purchaser's full indemnity 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.
- 12.4 This Special Condition shall not merge on completion.

13. Nomination

General Condition 18 is deleted and replaced by the following:

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.

If the Property is expressed as sold to a named purchaser "and/or nominee" or words of similar effect, then:

- 13.1 The party named as purchaser may nominate at least fourteen (14) days prior to settlement date (or such further period as the Vendor permits) a substitute or additional transferee ("nominee") by serving on the vendor a form of nomination executed by the Purchaser and the nominee in such a form and containing such information as the vendor requires; and
- 13.2 Any nomination under must be in writing and executed by the purchaser and the nominee, and must be accompanied by a copy of all relevant statutory declaration(s) made by the nominee for stamp duty purposes.
- 13.3 The purchaser and the nominee agree to be jointly and severally liable for the performance of the obligations of the purchaser under the contract whereby the nominee is substituted for the original purchaser as transferee.
- 13.4 The purchaser and the nominee must fully and truthfully disclose the circumstances of the substitution to the State Revenue Office and hold the vendor indemnified at all times against loss or damage of every description suffered by the vendor or Vendor's conveyancers arising out of failure to make such disclosure.
- 13.5 Where the nominee is a corporation, the provisions of special condition 5 shall apply.
- 13.6 All acts or omissions of the vendor or the purchaser continue to bind the vendor and the nominee respectively and any deposit money paid by the purchaser must be treated by the vendor as deposit money paid by the nominee.

14. Payment of deposit and balance of price

- 14.1 If deposit monies are required to be paid under the terms of the Contract of Sale the purchaser and the vendor both acknowledge that the vendor's legal representative does operate a Licenced Conveyancer's trust account.
- 14.2 The purchaser and vendor acknowledge that the vendor's legal representative may request that any deposit monies paid under the Contract of Sale are to be made payable to the vendor's legal representative trust account as stakeholder.
- 14.3 Notwithstanding General Condition 10.3, if the balance of price is paid to the Vendor or at the Vendor's direction at a time later than 3:00pm on the date settlement is effected then: -
- (a) Settlement will be deemed to have taken place on the following day; and
- (b) the Vendor will be entitled without demand to claim default interest

15. Cost of cheques

General Condition 11.6 does not apply to this Contract. The Purchaser is to provide up to 6 bank cheques drawn by an authorised deposit-taking institution that are required by the Vendor at settlement, at the Purchaser's expense.

16. Plans and drawings

The Plans and Drawings of the property attached to the Vendor's Statement, if any, are a guide only and the Vendor gives no representation in relation to these drawings or any permits. If the Purchaser chooses to use these drawings, there is no recourse to the Vendor. The Purchaser acknowledges and understands the planning information attached to the Vendor's Statement and is warned to investigate planning in the relevant planning scheme thoroughly.

17. Adjustments

- 17.1 The Purchaser agrees to provide a copy of all certificates obtained by them to complete any adjustments to the Vendor's representative at the time of submitting the Statement of Adjustments. All Certificates provided by the Purchaser must be valid at the date of Settlement. The Vendor will not be obliged to provide cheque directions until this condition has been complied with.

18. Entire Agreement

This contract sets out all the terms of this sale. Any promise, condition, representation or warranty which may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this contract is negated and withdrawn. The Purchaser acknowledges that there is no other contract agreement or collateral warranty subsisting at the time of signing this

contract. This condition operates for the benefit of the Vendor and the Vendor's estate agent and their respective employees, agents and contractors.

19. FIRB Approval

The Purchaser warrants to the Vendor that either:

- (a) The Purchaser is an Australian resident, or
- (b) The Purchaser has approval from the Treasurer of the Commonwealth of Australia to purchase the property.

20. Foreign Resident Capital Gains Withholding

- 20.1 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.
- 20.2 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.
- 20.3 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 14-234 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 \$2 million 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)
- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 The representative is taken to have complied with the obligations in Special Condition 21.6 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.
- 20.8 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 of settlement.
- 20.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of 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.
- 20.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

21. Building Inspection

The Sale is subject to the Purchaser obtaining a written building report within 7 days of the Vendor signing this Contract by a Registered Building Inspector. If the report states the phrase "Major Structural Defect" in the context of the said inspection the Purchaser may end this Contract, but only if the Purchaser serves written notice on the Vendor together with a copy of the report within 7 days of the Vendor signing this Contract. All monies shall be immediately refunded to the Purchaser if the Contract is ended pursuant to this Special Condition.

22. Pest Inspection

This Sale is subject to the Purchaser obtaining a written pest report within 7 days of the Vendor signing this Contract. If the report expressly states the phrase "Major Pest Infestation" in the context of the said inspection the Purchaser may end this Contract, only if the Purchaser serves written notice on the Vendor together with a copy of the report within 7 days of the Vendor signing this Contract. All monies shall be immediately refunded to the Purchaser if the Contract is ended pursuant to this Special Condition.

23. Improvements on the Property and Compliance with Building Regulations

- 23.1 Any improvements on the property, including but not limited to, any buildings, alterations or additions, swimming pool or spa as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or in relation to compliance with the Building Act 1993, Victorian Building Regulations, municipal by-laws, relevant statues and any regulations thereunder or any repealed laws under which the improvements were constructed including the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities.
- 23.2 In respect to any improvements in accordance with Special Condition 23.1, any failure to comply with any one or more of those laws (or their statutory successors) shall not and shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

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.
 - (e) the Purchaser must supply a copy of the Financial Institutions Formal Decline Letter.
- 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

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

25. BREACH

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

- (b) any interest due under this contract as a result of the breach.

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

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

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

Guarantee

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the purchaser (if not the same person) and be each Director of the purchaser (if the purchaser is a Corporation):

I/We, _____ of _____
 and _____ of _____

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named vendor selling to the within-named purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said vendor and their assigns that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or any other moneys payable by the purchaser(s) to the vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed by the purchaser(s) I/we will forthwith on demand by the vendor pay to the vendor the whole of the deposit money, residue or purchase money, interest or other moneys which shall be due and payable to the vendor and hereby indemnify and agree to keep the vendor indemnified against all loss of deposit money, residue or purchase money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser(s). This Guarantee is a continuing Guarantee and Indemnity and shall not be released or the Guarantors liability diminished by: -

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

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

SIGNED SEALED AND DELIVERED by the said _____)
 _____)
 _____)

In the presence of _____

_____ witness

SIGNED SEALED AND DELIVERED by the said _____)
 _____)
 _____)

In the presence of _____

_____ witness

DATED

2024

JAMIE NEIL HAMILTON AND RACHAEL EMMA HAMILTON

to

CONTRACT OF SALE OF REAL ESTATE

Property: 5 Aura Way, Craigieburn VIC

Silverthorn Conveyancing

PO Box 4386
LANGWARRIN VIC 3910
Tel: 03 8743 1068
Fax: 03 8732 0235
Ref: SD:248483
DX: 33506 Langwarrin

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	5 AURA WAY, CRAIGIEBURN VIC 3064
-------------	----------------------------------

Vendor's name	Jamie Neil Hamilton	Date
Vendor's signature	<i>Jamie Hamilton</i> _____	05/04/2024
Vendor's name	Rachael Emma Hamilton	Date
Vendor's signature	<i>Rachael Hamilton</i> _____	08/04/2024

Purchaser's name		Date
Purchaser's signature	_____	/ /
Purchaser's name		Date
Purchaser's signature	_____	/ /

1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$

OR

(b) Are contained in the attached certificate/s.

2. INSURANCE

2.1 Damage and Destruction

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

Not applicable

2.2 Owner Builder

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

Not applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

OR

Is as follows:

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

None to the Vendors knowledge

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:

Are contained in the attached certificates and/or statements

OR

Are as follows

Not applicable

4.2 Agricultural Chemicals

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

Not applicable

4.3 Compulsory Acquisition

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

Not applicable

5. BUILDING PERMITS

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

Are contained in the attached certificate

OR

Are as follows:

Not applicable

6. OWNERS CORPORATION

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

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 section 151(4)(a) of the *Owners 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”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

Not applicable

8. SERVICES

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

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

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.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not applicable

11. DUE DILIGENCE CHECKLIST

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

As attached

12. ATTACHMENTS

Title Search – Volume 11175 Folio 197
Plan of Subdivision – 622497V
Covenant - PS622497V
Section 173 Agreement – AG467653W
Section 173 Agreement – AG490873A
Vicplan Property Planning Report
Hume City Council Land Information Certificate
Yarra Valley Water Information Statement
Owners Corporation Certificate
Residential Tenancy Agreement
Vic Roads Certificate
Notice to Purchaser
Due Diligence Checklist

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

Page 1 of 2

VOLUME 11175 FOLIO 197

Security no : 124113602609G
Produced 21/03/2024 03:58 PM

LAND DESCRIPTION

Lot 16 on Plan of Subdivision 622497V.
PARENT TITLE Volume 11148 Folio 499
Created by instrument PS622497V Stage 2 03/12/2009

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 99 of a total of 100 equal undivided shares
Sole Proprietor
JAMIE NEIL HAMILTON of 5 BUCHAN GREEN PAKENHAM VIC 3810
As to 1 of a total of 100 equal undivided shares
Sole Proprietor
RACHAEL EMMA HAMILTON of 5 BUCHAN GREEN PAKENHAM VIC 3810
AH382689M 23/07/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ121802M 10/08/2011
WESTPAC BANKING CORPORATION

COVENANT PS622497V 03/12/2009
Expiry Date 01/07/2022

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
AG467653W 23/04/2009

AGREEMENT Section 173 Planning and Environment Act 1987
AG490873A 06/05/2009

DIAGRAM LOCATION

SEE PS622497V 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: 5 AURA WAY CRAIGIEBURN VIC 3064

ADMINISTRATIVE NOTICES

NIL

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

Page 2 of 2

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS622497V

DOCUMENT END



Imaged Document Cover Sheet

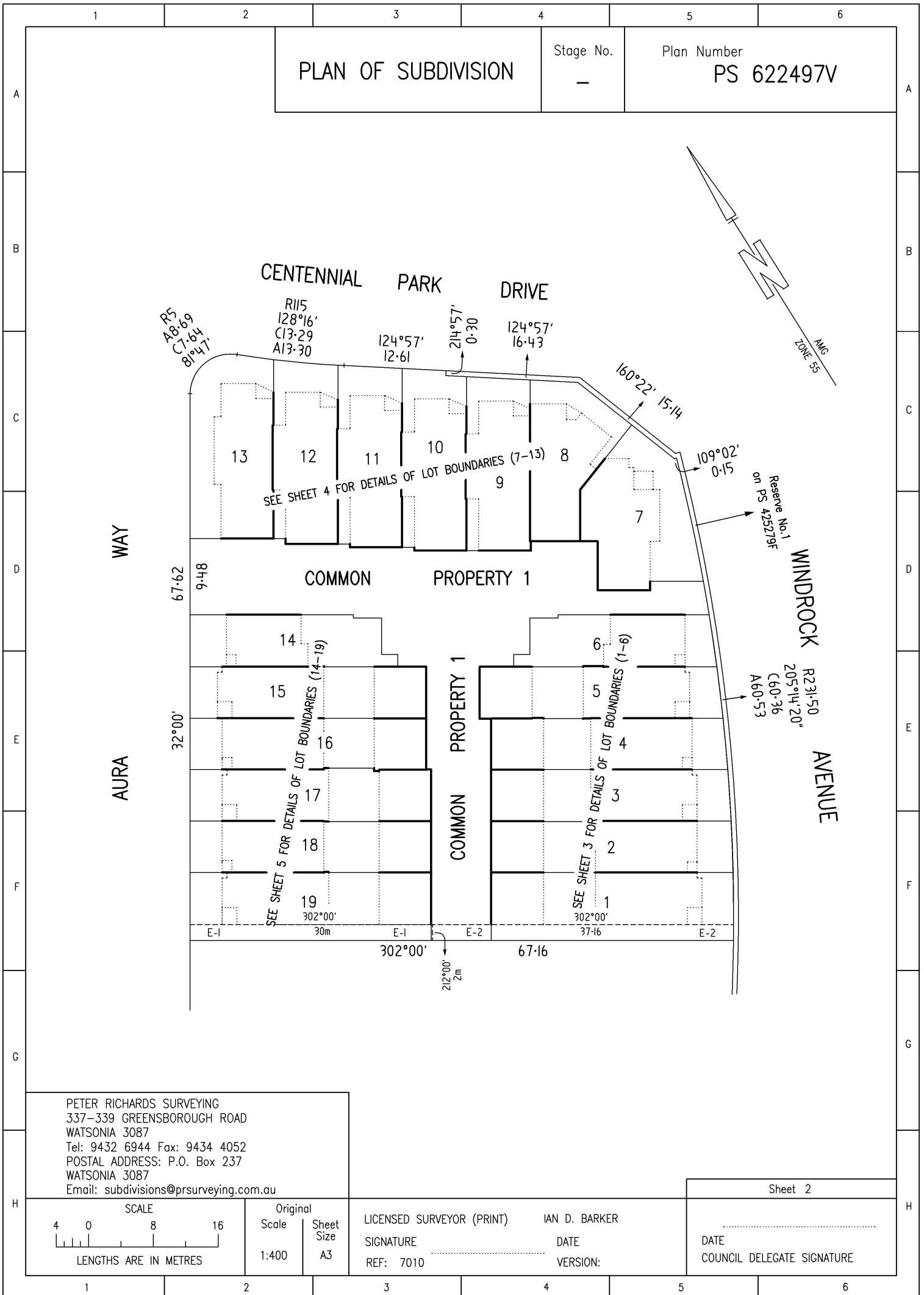
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS622497V
Number of Pages (excluding this cover sheet)	7
Document Assembled	21/03/2024 15:58

Copyright and disclaimer notice:

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

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



PLAN OF SUBDIVISION Stage No. - Plan Number PS 622497V

WAY AURA

CENTENNIAL PARK DRIVE

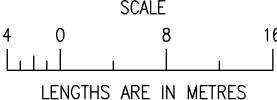
WINDROCK AVENUE

SEE SHEET 4 FOR DETAILS OF LOT BOUNDARIES (7-13)

SEE SHEET 5 FOR DETAILS OF LOT BOUNDARIES (14-19)

SEE SHEET 3 FOR DETAILS OF LOT BOUNDARIES (1-6)

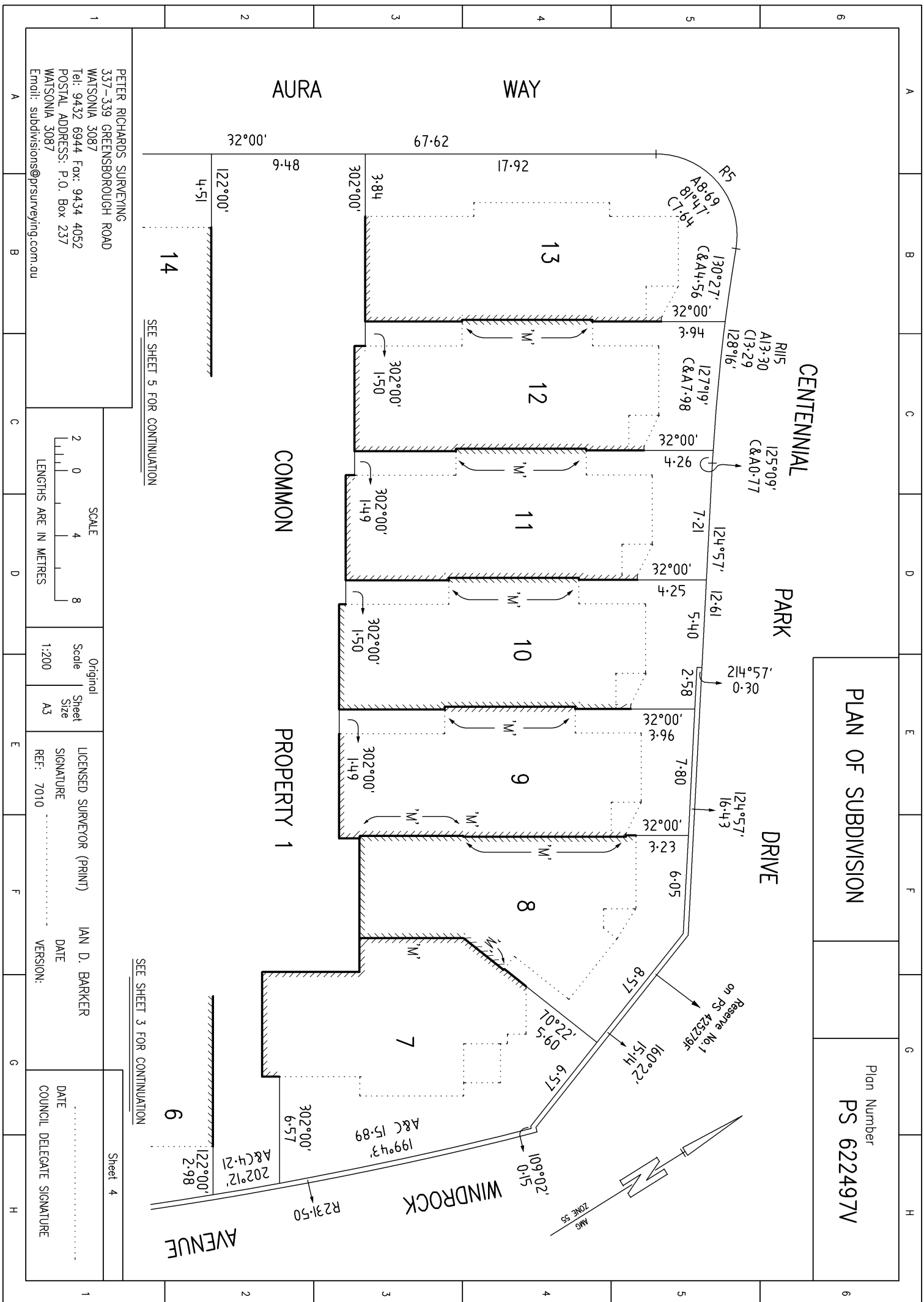
PETER RICHARDS SURVEYING
 337-339 GREENSBOROUGH ROAD
 WATSONIA 3087
 Tel: 9432 6944 Fax: 9434 4052
 POSTAL ADDRESS: P.O. Box 237
 WATSONIA 3087
 Email: subdivisions@prsurveying.com.au



Original Scale Sheet Size
 1:400 A3

LICENSED SURVEYOR (PRINT) IAN D. BARKER
 SIGNATURE DATE
 REF: 7010 VERSION:

Sheet 2
 DATE
 COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

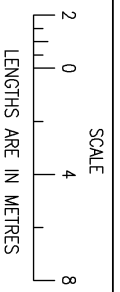
Plan Number
PS 622497V

SEE SHEET 5 FOR CONTINUATION

SEE SHEET 3 FOR CONTINUATION

Sheet 4

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

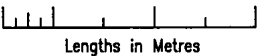

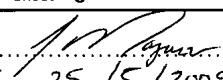


Original Scale 1:200
 Sheet Size A3

LICENSED SURVEYOR (PRINT)
 SIGNATURE
 REF: 7010

IAN D. BARKER
 DATE
 VERSION:

DATE
 COUNCIL DELEGATE SIGNATURE

1	2	3	4	5	6	
A	PLAN OF SUBDIVISION			Plan Number PS 622497V		A
B	<u>CREATION OF A RESTRICTION</u>					B
C	<p>Upon registration of this plan the following restriction is created:</p> <p>Land to Benefit: Lots 1-19 (both inclusive) on this plan. Land to be Burdened: Lots 1-19 (both inclusive) on this plan.</p> <p>Description of Restriction:</p> <p>For the purpose of effecting a general building scheme affecting all the burdened land, the registered proprietor(s) for the time being of the burdened lots on this Plan shall not:</p>					C
D	<p>1. Dwelling & construction works</p> <p>1.1 build more than one dwelling-house on each burdened lot;</p> <p>1.2 build a "granny-flat" on the burdened land or any part of it;</p> <p>1.3 subdivide the burdened land or any of the burdened lots;</p> <p>1.4 build a dwelling-house or any other improvements, or carry out any building or construction works on any of the burdened lots unless copies of building plans, elevations, site plans, set-back plans and schedules of colours and materials have been submitted to the transferee ("the subdivider") or Delfin Management Services Pty Ltd ACN 000 228 820 ("Delfin") and the subdivider or Delfin has given its approval to the plans prior to the commencement of building works;</p> <p>1.5 carry out any site works, excavation, filling or construct any fencing or retaining walls on the burdened land or any part of it without the prior written consent of the subdivider or Delfin;</p> <p>1.6 delay or permit to be delayed the commencement or completion of any works that have been approved by the subdivider or Delfin;</p> <p>1.7 vary or allow any variation to any works that have been approved by the subdivider or Delfin;</p>					D
E	<p>2. External structures</p> <p>2.1 erect any external sign, hoarding, tank, clothes line, letter box, mast or pole of any description or television antenna or radio aerial without the prior written consent of the subdivider or Delfin;</p> <p>2.2 erect any external flood lights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure without the prior approval of the subdivider or Delfin.</p>					E
F	<p>3. Use of property</p> <p>3.1 use any part of the burdened lots or any part of them for any purpose or use other than as a private residence or dwelling, or for such other purpose or use as may be authorised in writing by Delfin.</p>					F
G	<p>Unless otherwise specified in these restrictions each restriction shall cease to apply to or affect the burdened land on 1 July 2022.</p>					G
H	PETER RICHARDS SURVEYING 337-339 GREENSBOROUGH ROAD WATSONIA 3087 Tel: 9432 6944 Fax: 9434 4052 POSTAL ADDRESS: P.O. Box 237 WATSONIA 3087 Email: subdivisions@prsurveying.com.au			Sheet 6		H
H	SCALE  Lengths in Metres	Original Sheet Size A3	LICENSED SURVEYOR (PRINT) IAN D. BARKER SIGNATURE  REF: 7010	DATE 8/5/09 VERSION: 3	DATE 25/5/2009 COUNCIL DELEGATE SIGNATURE 	H
1	2	3	4	5	6	



Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AG467653W
Number of Pages (excluding this cover sheet)	3
Document Assembled	21/03/2024 15:58

Copyright and disclaimer notice:

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

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

Application by
Responsible Authority
Relevant Authority
Referral Authority or Council
For the making of a recording of an
Agreement
Section 181(1) Planning and Environment Act 1987



R

AG467653W



Lodged by: Elliott Stafford and Associates
Name: Bernadette Elliott
Phone: 9486 7555
Address: 316a Queens Parade, Clifton Hill VIC 3068
Reference: Hume
Customer Code: 2737H

The authority or council having made an agreement requires a recording to be made in the Register of the Land.

Land: Volume 11053 Folio 941

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

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

Date: 23/11/08
Signed:

Peter William Jolly
Municipal Building Surveyor
I am the delegated Officer of
the Hume City Council authorized to sign.

THIS AGREEMENT is made the 27TH day of OCTOBER 2008

BETWEEN:

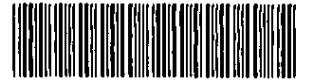
HUME CITY COUNCIL (hereinafter called "the Council")

AG467653W

23/04/2009 \$99.90 173

- AND -

Name/s.	MAURICE GIARDINA
Address.	192 STATION ST FAIRFIELD VIC 3078



(hereinafter called 'the owners')

WHEREAS:

- A. The owner(s) are entitled to be registered at the Office of Titles as the proprietor(s) of an estate in fee simple in the land described in Certificate of Title as;

Address.	Lot 1223 PS 425279F Vol 11053 Fol 941
No.	1-11 AURA WAY CRAIGIEBURN VIC 3064

(hereinafter called 'the subject land')

- B. The Council is the Responsible Authority for the enforcement and carrying out of the Hume Planning Scheme (hereinafter called "the Planning Scheme").
- C. The Owners wish to erect a building or other structure over a Council easement on the subject land.

Description of Building.	EAVE OVER EASEMENT
---------------------------------	--------------------

- D. The Council has given its consent to the erection of the building on the subject land on the basis that the Owner enter into this agreement with the Council.
- E. The Council and the Owner(s) have agreed that this Agreement is made pursuant to Section 173 of the Planning and Environment Act 1987.

NOW THE OWNER(S) AGREE AS FOLLOWS:

- To permit the Council to enter into and upon the building or other structure and/or the easement for the purpose of inspecting maintaining or repairing any sewer or drain or other works of the Council now laid or which may be hereafter laid by the Council and of constructing any sewer or drain or other works of the Council which may be hereafter laid by the Council.
- To be solely responsible for all injury, loss or damage which may be occasioned to the said building or other structure by reason of or incidental to the carrying out of the inspection construction maintenance or repair of the said sewer or drain or other works or by reason of or incidental to the presence of the said sewer or drain or other works.
- To indemnify the Council against all actions claims suits and demands arising out of or incidental to the erection and/or retention of the said building or other structure over the said sewer drain or other works and/or the said easement.
- To pay to the Council any additional costs incurred by it in inspecting construction maintaining or repairing the said sewer or drain or other works

- by reason of the said building or other structure having been erected over such sewer or drain or other works and/or the said easement.
5. Not to sell or mortgage land to which this agreement refers without first disclosing the contents of this Agreement to the purchaser or mortgagee.
 6. To ensure that the foundations of the said building or other structure shall be clear of any sewer, drain or other works already in the easement of which may laid in the easement.
 7. To construct the floor in a way that the said sewer or drain or other works will be accessible for repair. In case of a concrete floor, slabs over the sewer or drain or other works are to be not greater than 900 x 900 with caneite or bitumen joints 12mm wide running longitudinally on both sides of the slabs which are directly above the pipe of other works.
 8. To pay to the Council the Council's reasonable costs and expenses of and incidental to the preparation execution and subsequent registration, amendment or cancellation of the memorandum of this Agreement.
 9. The Council and the Owner(s) acknowledge and agree that the obligations imposed upon the Owners hereunder are intended to take effect as covenants which shall be annexed to and run at law and in equity with the said land and by the Owners, the Owners' successors, assignees and transferees, the registered proprietor or proprietors for the time being of the said and every part thereof.
 10. An application shall be made by the Council to the Registrar of Titles for the entry of a memorandum of this Agreement on the said Certificates of Title to the said land.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first hereinbefore mentioned.

THE COMMON SEAL of HUME CITY COUNCIL

was hereto affixed on the 27.10.08 in the presence of:

COUNCILLOR [Signature]

CHIEF EXECUTIVE OFFICER [Signature]



SIGNED by the said

PAUL SCOPELITI (DIRECTOR)	Signature; <u>[Signature]</u>
	Signature;

AG467653W



in the presence of: (adult independent witness)

Name: David Culane

Address: 1079 PASCOE VALE RD BROADMEADOWS 3047

Signature: [Signature]

Date: 10th SEP 2008



Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AG490873A
Number of Pages (excluding this cover sheet)	23
Document Assembled	21/03/2024 15:58

Copyright and disclaimer notice:

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

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



AG490873A



FORM 18

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by: *FEANAL COSTANZO KAMMERA*

Name:

Phone: *946A 2449.*

Address: *SUITA, 356 STATION STREET, LALOR VIC 3075*

Ref: Customer Code: ~~12214L~~ *12214L*

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

Land: Volume ~~10024~~ Folio ~~997~~ *VOLUME 11053 Folio 941*

Authority: Hume City Council
1079 Pascoe Vale Road
Broadmeadows 3047

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

A copy of the Agreement is attached to this Application.

Signature for the Authority: *K Birtwistle*

Name of Officer: K Birtwistle

Position: Manager Statutory Planning

Date: *15/4/09.*

AG490873A

06/05/2009 \$99.90 173



1. DATED the **23** day of **FEBRUARY** **2009**

Central Park Terraces Pty Ltd (Acn130 161 929)

- and -

HUME CITY COUNCIL

(a) **Agreement under Section 173 of the Planning and Environment Act 1987**

Land: 1-11 Aura Way Craigieburn

(b) **FRANK COSTANZO & ASSOCIATES**
356 Station Street
Lalor 3075
Phone: 9464 2449
Fax: 9464 4058
Ref:

AG490873A

06/05/2009 \$99.90 173



(i) SECTION 173 AGREEMENT

CONTENTS

(A)	Description	Page
	RECITALS:	3.
	OPERATIVE PROVISIONS:	3.
1.	DEFINITIONS	3.
2.	INTERPRETATION	4.
3.	AGREEMENT UNDER SECTION 173 OF THE ACT	4.
4.	EFFECT OF AGREEMENT	4.
5.	SUCCESSORS IN TITLE	5.
6.	COVENANTS OF OWNER	5.
7.	NOTICES	7.
8.	FURTHER ASSURANCE	7.
9.	OWNER'S ACKNOWLEDGEMENT	7.
10.	NO WAIVER	8.
11.	SEVERABILITY	8.
12.	COUNTERPARTS	8.
13.	GOVERNING LAW	8.
	SCHEDULE	10.

AG490873A



DATE:

PARTIES: HUME CITY COUNCIL of
1079 Pascoe Vale Road Broadmeadows 3047 ("Council")
and
The Party referred to in Item 1 of the Schedule ("Owner")

RECITALS

- A. The Council of the responsible authority for the administration of the Hume Planning Scheme pursuant to the provisions of the Planning and Environment Act 1987.
- B. The Owner is or is entitled to be the registered proprietor of the Land referred to Item 2 of the Schedule.
- C. The Council acting as responsible authority issued the Permit referred to in Item 3 of the Schedule.
- D. The Permit allows the use or development referred to in Item 4 of the Schedule.
- E. The Permit is conditional on the Owner entering into an Agreement under Section 173 of the *Planning and Environment Act 1987* with the Council. The Agreement must provide for the matters referred to in Condition 2 of the Permit.

OPERATIVE PROVISIONS:

1. DEFINITIONS

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context;

- 1.1 "Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.2 "Lot" means a lot on the Endorsed Plan.
- 1.3 "Mortgage" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 1.4 "Party or parties" means the Owner and Council under this Agreement as appropriate.
- 1.5 "Act" means the Planning and Environment Act 1987.
- 1.6 "Commencement Date" means the date on which this Agreement commences and referred to in Item 6 of the Schedule.
- 1.7 "Land" means the Land described in Item 2 of the Schedule.
- 1.8 "Owner" means the person or persons 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 Land or any part of it.
- 1.9 "Permit" means the Permit referred to in Item 3 of the Schedule.
- 1.10 "Endorsed Plan" means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the plan endorsed as at the date of this Agreement is attached to this Agreement and marked with the letter "B".
- 1.11 "Scheme" means the Hume Planning Scheme.

AG490873A



2. INTERPRETATION

- 2.1 Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 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.
- 2.4 If the owner is more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it, and a regulation or statutory instrument issued under it.
- 2.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- 2.7 The recitals to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 Any reference in this Agreement to the Council includes its agents, officers, employees, servants, workers and contractors.

3. AGREEMENT UNDER 173 OF THE ACT

The Council and the Owner agree 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.

4. EFFECT OF AGREEMENT

4.1 Agreement runs with the Land

The Agreement shall be deemed to come into force and effect as from the date of commencement of the Agreement and the benefit and burden of this Agreement shall run with and be annexed to the Land.

4.2 Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advice the objectives of planning in Victoria and the objectives of the Scheme and any matters incidental thereto.

4.3 Binding Covenants

The obligations of the Owner under this Agreement will take effect as separate and several covenants which shall be annexed to and run at law and equity with the Land to bind the owner and each successor, assign or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and any part of the Land.

AG490873A

06/05/2009 \$99.90 173



5. SUCCESSORS IN TITLE

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

- 5.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 5.2 Execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

6. COVENANTS OF OWNER

6.1 Compliance with other permits.

The Owner agrees that regardless of any rights conferred by the Planning Scheme, except with the consent of Council, the development of the Subject Land must be in accordance with:

- 6.1.1 The development authorised by planning permit No. P 12856 issued by Council and the various conditions included in that planning permit. A copy of planning permit No.P12856 is attached to this Agreement and marked with the letter "C", and
- 6.1.2 The plans from time to time endorsed pursuant to planning permit No.P12856 issued by Council.

Development must be to approval of Council.

The Owner agrees that if the planning permit referred to in clause 6.1.1 expires after this Agreement commences, the development of the Subject Land must be to the satisfaction of Council.

I Things Council can take into account

The Owner agrees that in deciding whether to give its consent under this Agreement Council may consider any relevant design guide for medium density housing.

II No changes without further Council consent

The Owner agrees that after the completion of the development of a lot, no buildings or any works comprising the development may be altered or extended without the further written consent of Council.

- 6.1.3 It will do all things necessary including the signing of 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, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the owner of such covenants and undertakings; and

AG490873A

06/05/2009 \$99.90 173



6.1.4 It will consent to the Applicant making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things necessary to enable the Applicant 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; and

6.1.5 It will indemnify and keep indemnified the Council and the Council's agents in relation to all costs, expenses, losses or damages whatsoever which the Council or its agents may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the matters referred to in this Agreement or any breach of this Agreement other than as a result of any negligent act or omission by the Council or its employees, agents or invites or as a result of a breach by the Council of its obligations hereunder.

6.1.6 Costs

The Owner shall forthwith pay on demand to the Council the Council's reasonable costs and expenses including reasonable legal expenses of and incidental to:

6.1.6.1 the negotiations, preparation, execution registration and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects and legal advice and assistance) charges and expenses for which the Council may pay, incur or expend, in consequence of any default in the performance and observances of any covenant, proviso, condition or agreement herein contained or implied and on the Owner's part to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained;

6.1.6.2 administration and supervision costs of the Council properly and reasonably incurred in relation to this Agreement except for administration and supervision which the Council is obliged to undertake pursuant to its statutory duties; and

6.1.6.3 any request by the Owner for the Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied immediately the Council shall have expended or incurred the same.

7. NOTICES

7.1 A notice or other communication require or permitted to be served by a party on another party shall be in writing and may be served at the address, telephone or facsimile details of the parties as set out in Items 7 and 8 of the Schedule or otherwise as notified by the Owner to the Council from time to time.

7.1.1 by delivering it personally to that party;

7.1.2 by sending it by prepaid post; or

7.1.3 by sending it by facsimile;

7.2 and notice or other communication is deemed served;

7.2.1 if delivered, on the next following business day;

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

7.2.3 if sent by facsimile, at the time recorded by the facsimile machine or the party receiving the transmission provided always that if the time recorded is after business hours, the time will be deemed to be 9.00 am on the business day following the transmission.

AG490873A

06/05/2009 \$99.90 173



8. FURTHER ASSURANCE

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things that shall reasonably be required to effect the terms and conditions contained in this Agreement.

9. OWNER'S ACKNOWLEDGMENT

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Council of the powers, duties and discretions which the Council has or may have under the Scheme to consider, approve, amend or to require further information in respect of any plans or applications relating to the use or development allowed by the Permit of the land generally.

10. 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 judgment or order obtained by the council against the Owner will not in any way amount to a waiver of any of the right or remedies of the Council in relation to the terms of this Agreement.

11. SEVERABILITY

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

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one agreement.

13. GOVERNING LAW

This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

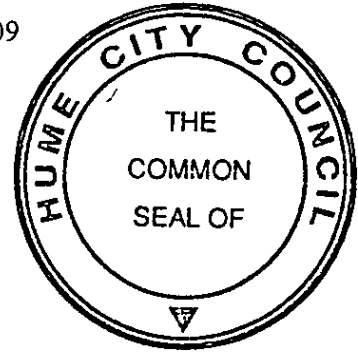
AG490873A



EXECUTED AS A DEED

THIS 23rd day of March 2009

THE COMMON SEAL OF HUME CITY COUNCIL IS AFFIXED IN THE PRESENCE OF:



..... COUNCILLOR
..... CHIEF EXECUTIVE OFFICER

Executed by CENTRAL PARK TERRACES PTY LTD (ACN 130 161 929) by being signed by the persons who are authorized to sign on behalf of the Company

[Signature]

[Signature]

GIUSEPPE GRAVINA
(Name of Director)

PAUL SCOPELLITI
(Name of Secretary)

5 THREE PLACE HILL PARK VIC 3082
(Address of Director)

65 SHAFTESBURY PDE THORNBURY 3071
(Address of Secretary)

MORTGAGEES CONSENT

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

[Signature]
.....Authorized Officer

"c"

PLANNING PERMIT



Application No. P12856
Planning Scheme Hume Planning Scheme
Responsible Authority Hume City Council

ADDRESS OF THE LAND
 (Lot 1223 PS 425279F Vol 11053 Fol 941),
 1-11 AURA WAY
 CRAIGIEBURN VIC 3064

AG490873A



THE PERMIT ALLOWS
NINETEEN (19) LOT STAGED RESIDENTIAL SUBDIVISION IN ACCORDANCE WITH PS 622497V

NOTE: THIS IS A PLANNING PERMIT - NOT A BUILDING APPROVAL. IF THIS PROPOSAL INCLUDES ANY BUILDING WORK A BUILDING APPROVAL UNDER THE BUILDING ACT 1993 ('The Act') WILL ALSO BE REQUIRED. IF ANY SUCH PLAN ENDORSED WITH THIS PERMIT NEEDS TO BE MODIFIED TO MEET ANY REQUIREMENTS FOR BUILDING APPROVAL OR FOR ANY OTHER REASON YOU MUST SUBMIT ANY SUCH MODIFIED PLAN TO THE COUNCIL'S PLANNING DEPARTMENT FOR ENDORSEMENT.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The layout of the subdivision as shown on the endorsed plans must not be altered or modified except with the written consent of the Responsible Authority.
2. The development of each lot shall be in accordance with planning permit P12352.
3. An endorsed copy of the plans to be certified under the Subdivision Act 1988 must form part of this permit.
4. The owner of the land must enter into an agreement with the relevant authorities for the provision of water supply, drainage sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with that authority's requirements and relevant legislation at the time.
5. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
6. The plan of subdivision submitted for certification under the subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

Date Issued: 13 November 2008 *Signature for the Responsible Authority*

1079 PASCOE VALE ROAD BROADMEADOWS VICTORIA 3047 TELEPHONE 03 9205 2200 FACSIMILE 03 9309 0109

BUILDING A FUTURE TOGETHER

AG490873A



PERMIT NO: P12856

Sheet 2 of 6

- 7. The subdivision permitted by this permit must be carried out to the satisfaction of the Responsible Authority.
- 8. Prior to its use for any purpose, each allotment created by the subdivision permitted by this permit and shown on the endorsed plans must be provided with reticulated water, sewerage, drainage and electricity to the satisfaction of the Responsible Authority.
- 9. Prior to a Statement of Compliance being issued for the Plan of Subdivision under Section 21 of the Subdivision Act 1988, all conditions of Planning Permit Number P12856 must be complied with or otherwise to the satisfaction of the Responsible Authority.
- 10. The issue of a Statement of Compliance under the Subdivision Act, shall be subject to the satisfaction of Authority requirements with such satisfaction being verified by a written statement from each Authority.
- 11. Prior to the issue of a Statement of Compliance for the subdivision authorised by this permit, either
 - a) the development permitted by Planning Permit P12352 must be substantially completed (including landscaping, paving, drainage, fencing and buildings) to the satisfaction of the Responsible Authority; or
 - b) the owner of the land must enter into a Section 173 Agreement to require the development of the land in accordance with Planning Permit P12352. The owner of the land must pay all costs relating to the preparation, execution and registration of the Section 173 Agreement. The Statement of Compliance will not be issued until a Dealing number from the Titles Office is provided to Council to ensure its registration on each lot authorised by this permit.

The following conditions (12-20) are required by Melbourne Water Corporation:

- 12. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation, for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
- 13. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- 14. Prior to commencement of works separate application, direct to Melbourne Water, must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses. Prior to accepting an application, evidence must be provided demonstration that Council considers that it is not feasible to connect to the local drainage system. Contact Asset Services on telephone 9235 1414 for Melbourne Water's connection requirements, including payment for appropriate fees.
- 15. Any road or accessway intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined within Appendix G of

**Signature for the
Date Issued: 13 November 2008 _Responsible Authority**

1079 PASCOE VALE ROAD BROADMEADOWS VICTORIA 3047 TELEPHONE 03 9205 2200 FACSIMILE 03 9309 0109

BUILDING A FUTURE TOGETHER

PERMIT NO: P12856

Sheet 3 of 6

Melbourne Water's Land Development Manual.

16. Engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 1 in 100 year flood level if required. A Certified Survey Plan may be required following our comments on the engineering drawings.
17. At least 21 days prior to commencement of works, a Site Management Plan detailing pollution and sediment control measures, must be submitted to Melbourne Water.
18. All new lots are to be filled to a minimum of 300mm above the 1 in 100 year flood level associated with an existing or proposed Melbourne Water asset.
19. A certified survey plan, showing levels reduced to the Australian Height Datum, must be submitted to Melbourne Water to demonstrate that Melbourne Water's conditions have been satisfied.
20. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

The following condition (21) is required by Jemena Electricity:

21. Supply must be made available to each lot. This may require the installation of an Underground Pit. The customer's Registered Electrical Contractor must contact us on 1300 855 824 to arrange necessary supply points.

The customer's Registered Electrical Contractor should contact an Electrical Compliance Officer prior to commencement of any works associated with this consent to discuss requirements to for this development in accordance with all relevant Standards and Service & Installation Rules.

The following conditions (22-24) are CFA's requirements:

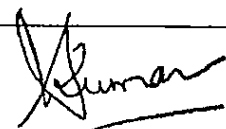
22. The subdivision as shown on the endorsed plan must not be altered without the consent of CFA.
23. Operable hydrants, above or below ground must be provided to the satisfaction of CFA. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of the building envelope, the rear of all lots) must be 120 meters and hydrants must be no more than 200 meters apart.

Hydrants must be identified as specified in 'Identification of Street Hydrants for Firefighting purposes' available under publications on the Country Fire Authority website (www.cfa.vic.gov.au).

24. Roads must be constructed to a standard so they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.

The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degrees) entry and exit angle.

**Signature for the
Date Issued: 13 November 2008 _Responsible Authority**



1079 PASCOE VALE ROAD BROADMEADOWS VICTORIA 3047 TELEPHONE 03 9205 2200 FAC:

BUILDING A FUTURE TOGETHER

AG490873A

08/05/2009 \$99.90 173



PERMIT NO: P12856

Sheet 4 of 6

The following conditions (25-26) are required by Council's Environment Department:

25. The owner or developer under this permit shall be required to submit to the Responsible Authority for approval 3 copies of landscape plans for all landscape elements. When approved the plans will be endorsed and will then form part of the permit. The development of these areas must be completed in accordance with the approved plans prior to use of the development.
26. All landscape plants used throughout the development are to be indigenous, of local provenance and supplied by a nursery specialising in plants indigenous to the north west of Melbourne.

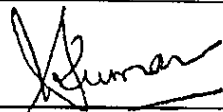
The following conditions (27-28) are required by Yarra Valley Water:

27. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply.
28. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of sewerage. Plan of subdivision must be sent to Yarra Valley Water prior to certification.

The following conditions (29-38) are required by Council's Subdivision Department:

29. The location of the visitor parking to be shown for each lot created on the subdivision as parking shall not be permitted along Windrock Avenue and Centennial Drive.
30. Approval from Council is required for lots 1 to 9 to have direct pedestrian access to Windrock Avenue and Centennial Drive.
31. Details are to be submitted indicating where the waste/recycling collection bins shall be placed for collection.
32. The following works are to be completed to the satisfaction of the Hume City Council prior to the issue of a Statement of Compliance pursuant to Section 21 of the Subdivisions Act 1988.
33. The land must be drained and the drains created by the proposed subdivision must be constructed to an approved standard in accordance with the design and construction plans approved by the Hume City Council under the provisions of Part 3 of the Subdivisions Act 1988.
34. Hume City Council Infrastructure Standards Manual, standard drawings and specifications shall be used to design and construct all proposed works in the subdivision.
35. Provision of vehicle crossing to service the site created by the subdivision.
36. Prior to commencement of works submit to Council for approval, an Environmental Management Plan.
37. "As constructed" transparencies to be forwarded to Council

**Signature for the
Date Issued: 13 November 2008 _Responsible Authority**



1079 PASCOE VALE ROAD BROADMEADOWS VICTORIA 3047 TELEPHONE 03 9205 2200 FA

BUILDING A FUTURE TOGETHER

AG490873A

06/05/2009 \$99.90 173


PERMIT NO: P12856

Sheet 5 of 6

38. A CD containing the "as constructed drawings in AutoCAD Map DWG format (latest version) in GDA94-MGA Zone 55 mapping coordinates in accordance with the D-SPEC standard" to be forwarded to Council.

39. This permit will expire if one of the following circumstances applies:

- a) The subdivision is not commenced within two years of the date of this permit.
- b) The subdivision is not completed within four years of the date of commencement.

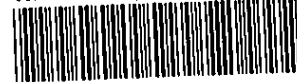
The Responsible Authority may extend these times if a request is made in writing before the permit expires or within three months afterwards.

NOTES:

- 1. Approval does not cover alterations to existing Telstra Plant or Network. Locations of Existing network can be obtained from Dial Before You Dig-Ph: 1100.
- 2. For co-ordinated Telstra plant reticulation in this development, please refer to www.telstrasmartcommunity.com to register your Development and Apply for Reticulation.
- 3. If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Christine Naylor on telephone 9235 2193, quoting Melbourne Water's reference 154350.
- 4. Consent to issue a Statement of Compliance will not be given until a copy of the updated Property Sewerage Plan (indicating the PIC No) has been lodged to our office and all other conditions have been met.

AG490873A

06/05/2009 \$99.90 173



**Signature for the
Date Issued: 13 November 2008 _ Responsible Authority**

1079 PASCOE VALE ROAD BROADMEADOWS VICTORIA 3047 TELEPHONE 03 9205 2200 FACSIMILE 03 9309 0109

BUILDING A FUTURE TOGETHER

PERMIT NO: P12856

Sheet 6 of 6

WHAT HAS BEEN DECIDED ?

The Responsible Authority has issued a permit. This notice sets out on the reverse side what the permit allows and what conditions must be met.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- a) from the date specified in the permit, or
- b) if no date is specified, from:
 - i) the date of the decision of the Administrative Appeals Tribunal, if the permit was issued at the discretion of the Tribunal, or
 - ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if -
 - a) the development or any stage of it is not completed within the time specified in the permit,
 - b) the development or any stage of it is not completed within the time specified
2. A permit for the use of land expires if -
 - a) the use does not start within the specified time in the permit, or if no time is specified, within two years of the issue of the permit. or;
 - b) the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if -
 - a) the development or any stage of it does not start within the time specified in the permit, or;
 - b) the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - c) The use does not start within the time specified in the permit, or if no time is specified, within two years of the issue of the permit, or
 - d) The use is discontinued for a period of two years.
4. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

The person who applied for a permit may appeal against any condition in the permit, unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in such, case, no right of appeal exists. An Appeal must be lodged with the Victorian Civil and Administrative Tribunal within 60 days after the permit was issued, unless a Notice of to Grant a Permit has been issued previously, in which case the Appeal must be lodged within 60 days after giving of that Notice. A Notice of Appeal form can be obtained from the Victorian Civil and Administrative Tribunal, 7th Floor, 55 King Street, Melbourne 3000, Phone: 9628-9777. Details about appeals can be obtained from the Victorian Civil and Administrative Tribunal.

AG490873A

06/05/2009 \$99.90 173



*Signature for the
Date Issued: 13 November 2008 Responsible Authority*

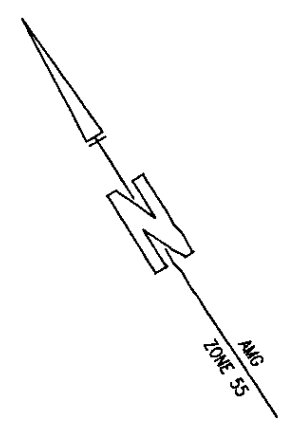
1079 PASCOE VALE ROAD BROADMEADOWS VICTORIA 3047 TELEPHONE 03 9205 2200 FACSIMILE 03 9309 0109

BUILDING A FUTURE TOGETHER

PLAN OF SUBDIVISION

Plan Number
PS 622497V

AG490873A



CENTENNIAL PARK DRIVE

R5
A8.69
CT.64
8°47'

R115
128°16'
C13.29
A13.30

124°57'
12.61

214°57'
0.30

124°57'
16.43

160°22' 15.14

109°02' 0.15

Reserve No. 1
on PS 425219F

WINDROCK AVENUE
R231.50
205°14'20"
C60.36
A60.53

WAY AURA

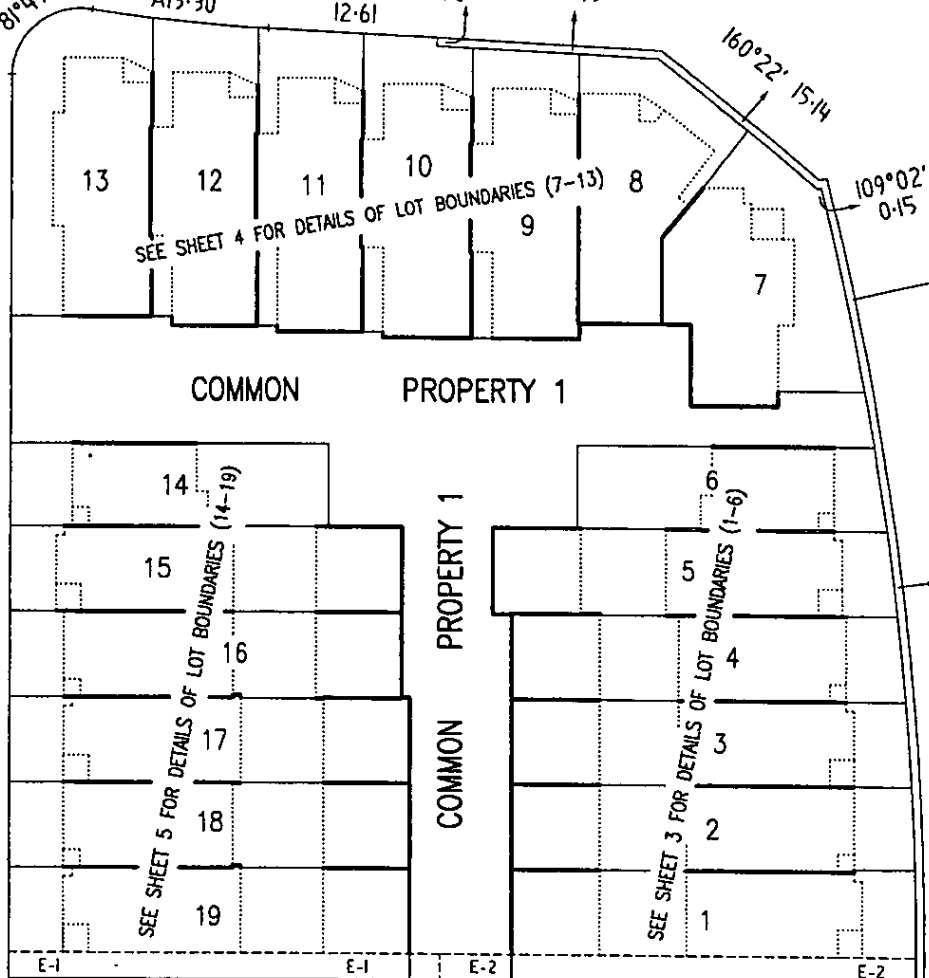
67.62

32°00'

SEE SHEET 4 FOR DETAILS OF LOT BOUNDARIES (7-13)

SEE SHEET 5 FOR DETAILS OF LOT BOUNDARIES (14-19)

SEE SHEET 3 FOR DETAILS OF LOT BOUNDARIES (1-6)



E-1 302°00' E-1 E-2 67.16 E-2

PLANNING AND ENVIRONMENT ACT 1987



This Endorsed Plan forms part of
Permit No. **P.12856**

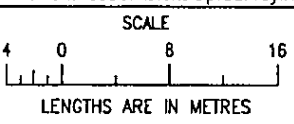
13 NOV 2008

21.7
Sheet No.

Signature for the Responsible Authority

PRELIMINARY

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



Original Scale
1:400
Sheet Size
A3

LICENSED SURVEYOR (PRINT) RYAN LANSFIELD
SIGNATURE DATE
REF: 7010 VERSION: PP 1

Sheet 2 of 7 Sheets
DATE
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Plan Number
PS 622497V

SEE SHEET 4 FOR CONTINUATION

COMMON PROPERTY 1

PROPERTY 1

COMMON

Reserve No. 1
on PS 425279F

WINDROCK

205°41'20"
C60.36
A60.53
R231.50

AVENUE

AG490873A

06/05/2009 \$99.90 173



SEE SHEET 5 FOR CONTINUATION

15

16

17

18

19

9

8

7

6

5

4

3

2

1

PLANNING AND ENVIRONMENT ACT 1987

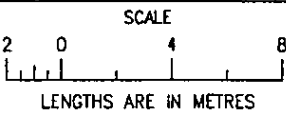
This endorsed Plan forms part of
29-94
Borough No. **P12856**

13 NOV 2008

317
Sheet No. Signature for the Responsible Authority

PRELIMINARY

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

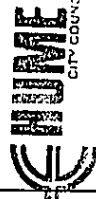


Original
Scale
Sheet Size
1:200
A3

LICENSED SURVEYOR (PRINT) RYAN LANSFIELD
SIGNATURE DATE
REF: 7010 VERSION: PP 1

Sheet 3 of 7 Sheets
DATE
COUNCIL DELEGATE SIGNATURE

PLANNING AND ENVIRONMENT ACT 1987



This Endorsed Plan forms part of

Permit No. P.12886

13 NOV 2008

Sheet No. 4/7

Signature for the Responsible Authority

AURA WAY

32°00' 67.62 17.91

302°00' 3.84 302°00' 9.44

AG 2806493A
6665 6002/50/90

COMMON

122°00'

SEE SHEET 5 FOR CONTINUATION

14

COMMON PROPERTY 1

PROPERTY 1

122°00'

SEE SHEET 3 FOR CONTINUATION

6

122°00' 122°00'

AVENUE

WINDROCK

RESERVE No. 1 on RS 4232795



CENTENNIAL

PARK

DRIVE

PLAN OF SUBDIVISION

Plan Number PS 622497V

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

SCALE
2 0 4 8
METERS
AGHS ARE IN METRES

Original Scale 1:200
Sheet Size A3

LICENSED SURVEYOR (PRINT) RYAN LANSFIELD
SIGNATURE DATE
REF: 7010 VERSION: pp 1

Sheet 4 of 7 Sheets
DATE
COUNCIL DELEGATE SIGNATURE

AG490873A

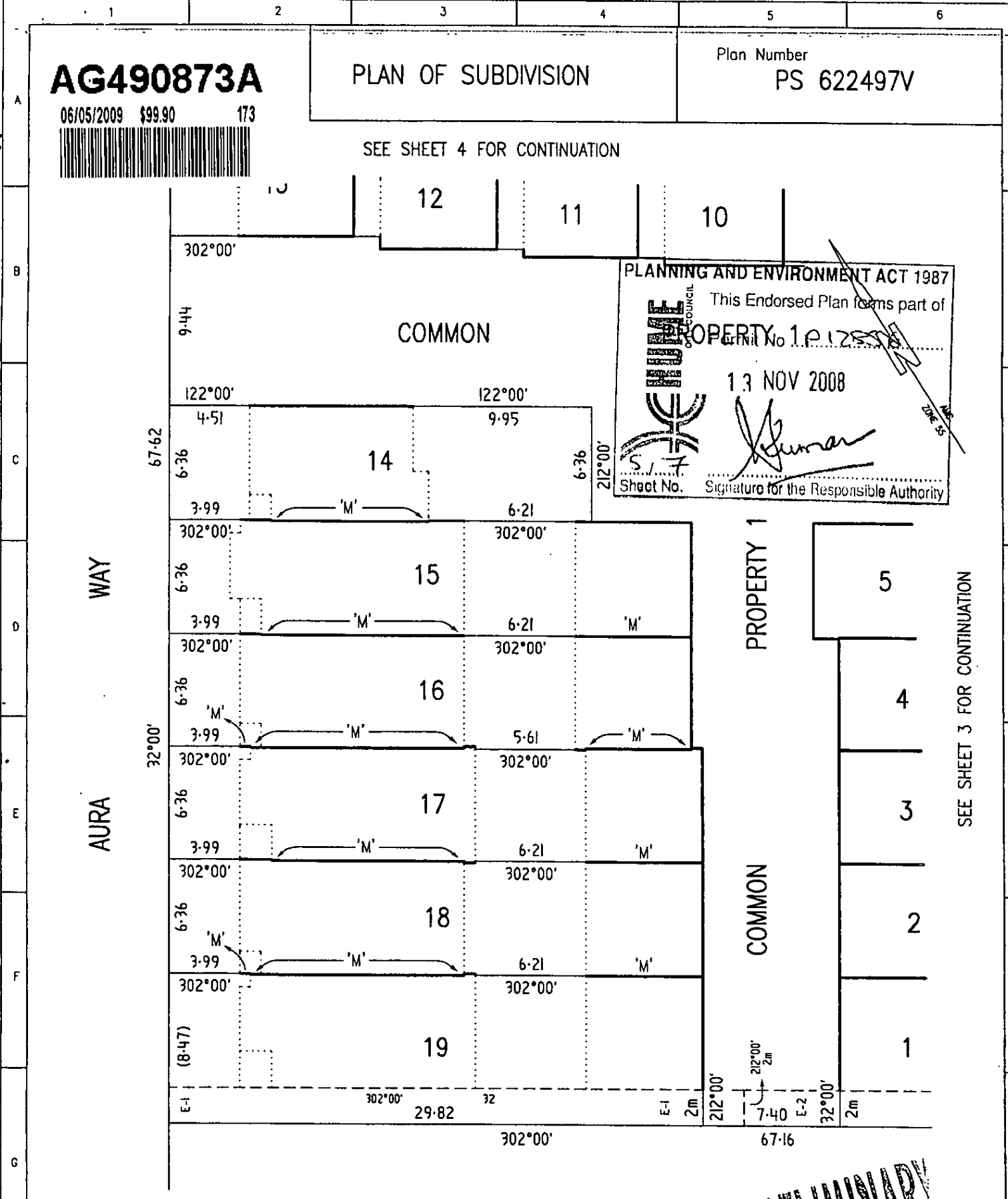
06/05/2009 \$99.90 173



PLAN OF SUBDIVISION

Plan Number
PS 622497V

SEE SHEET 4 FOR CONTINUATION



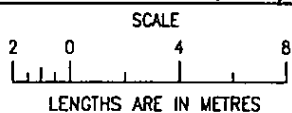
PLANNING AND ENVIRONMENT ACT 1987
This Endorsed Plan forms part of
PROPERTY No 1. P. 12558
13 NOV 2008
Signature for the Responsible Authority
Sheet No. S.17

SEE SHEET 3 FOR CONTINUATION

PRELIMINARY

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

Sheet 5 of 7 Sheets



Original Scale
Sheet Size
1:200
A3

LICENSED SURVEYOR (PRINT) RYAN LANSFIELD
SIGNATURE _____ DATE _____
REF: 7010 VERSION: PP 1

DATE _____
COUNCIL DELEGATE SIGNATURE _____

OWNERS CORPORATION SCHEDULE

Stage No. -

Plan Number -

-

PS 622497V

Owners Corporation

1

Plan No.

PS 622497V

Land affected by Owners Corporation:

Lots 1-19 (both inclusive) and Common Property 1

Limitations of Owners Corporation:

Unlimited

Notations

AG490873A

06/05/2009 \$99.90 173



Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	10	10						
2	10	10						
3	10	10						
4	10	10						
5	10	10						
6	10	10						
7	10	10						
8	10	10						
9	10	10						
10	10	10						
	10	10						
12	10	10						
13	10	10						
14	10	10						
15	10	10						
16	10	10						
17	10	10						
18	10	10						
19	10	10						
Total	190	190	Total			Total		

PLANNING AND ENVIRONMENT ACT 1987
 This Endorsed Plan forms part of
 Permit No. P12556
 13 NOV 2008

 Signature for the Responsible Authority

PRELIMINARY

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

LICENSED SURVEYOR (PRINT) RYAN LANSFIELD
 SIGNATURE _____ DATE _____
 REF: 7010 VERSION: PP 1

Sheet 6 of 7 Sheets
 DATE _____
 COUNCIL DELEGATE SIGNATURE _____
 Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

-

PS 622497V

AG490873A

06/05/2009 \$99.90 173



CREATION OF A RESTRICTION

PLANNING AND ENVIRONMENT ACT 1987
 This Endorsed Plan forms part of
 Permit No. P.12856
 13 NOV 2008

 Signature for the Responsible Authority
 Sheet No. 7/7

Upon registration of this plan the following restriction is created:

Land to Benefit: Lots 1-19 (both inclusive) on this plan.
 Land to be Burdened: Lots 1-19 (both inclusive) on this plan.

Description of Restriction:

For the purpose of effecting a general building scheme affecting all the burdened land, the registered proprietor(s) for the time being of the burdened lots on this Plan shall not:

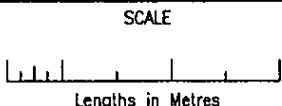
1. Dwelling & construction works
 - 1.1 build more than one dwelling-house on each burdened lot;
 - 1.2 build a "granny-flat" on the burdened land or any part of it;
 - 1.3 subdivide the burdened land or any of the burdened lots;
 - 1.4 build a dwelling-house or any other improvements, or carry out any building or construction works on any of the burdened lots unless copies of building plans, elevations, site plans, set-back plans and schedules of colours and materials have been submitted to the transferee ("the subdivider") or Delfin Management Services Pty Ltd ACN 000 228 820 ("Delfin") and the subdivider or Delfin has given its approval to the plans prior to the commencement of building works;
 - 1.5 carry out any site works, excavation, filling or construct any fencing or retaining walls on the burdened land or any part of it without the prior written consent of the subdivider or Delfin;
 - 1.6 delay or permit to be delayed the commencement or completion of any works that have been approved by the subdivider or Delfin;
 - 1.7 vary or allow any variation to any works that have been approved by the subdivider or Delfin;
2. External structures
 - 2.1 erect any external sign, hoarding, tank, clothes line, letter box, mast or pole of any description or television antenna or radio aerial without the prior written consent of the subdivider or Delfin;
 - 2.2 erect any external flood lights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure without the prior approval of the subdivider or Delfin.
3. Use of property
 - 3.1 use any part of the burdened lots or any part of them for any purpose or use other than as a private residence or dwelling, or for such other purpose or use as may be authorised in writing by Delfin.

Unless otherwise specified in these restrictions each restriction shall cease to apply to or affect the burdened land on 1 July 2022.

PRELIMINARY

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

Sheet 7 of 7 Sheets



Original Sheet Size
 A3

LICENSED SURVEYOR (PRINT)
 SIGNATURE
 REF: 7D10

RYAN LANSFIELD
 DATE
 VERSION: PP 1

DATE
 COUNCIL DELEGATE SIGNATURE

AG490873A
06/05/2009 \$99.90 173


SCHEDULE

ITEM	ISSUE	SPECIFICATION
1.	Owner	CENTRAL PARK TERRACES PTY LTDACN (Acn130 161 929)Of 1/5 Railway Road Epping
2.	Land description	X Lot on proposed Plan of Subdivision PS 622497V 1-11 Aura Way Craigieburn Vic 3064 being part of the land more particularly described Lot 1223 Plan of Subdivision 425279F in Certificate of Title Volume 11053 Folio 941
3.	Permit Number	P 12856
4.	Date Issued	13 November 2008
5.	Use or development	Nineteen(19) Lot Stage Residential
6.	Mortgagee	National Australia Bank
7.	Commencement Date	23 FEBRUARY 2009. X
8.	Council Notices	Hume City Council 1079 Pascoe Vale Road Broadmeadows 3047
9.	Owner's Notices	Address in Item 1

From www.planning.vic.gov.au at 21 March 2024 03:51 PM

PROPERTY DETAILS

Address: **5 AURA WAY CRAIGIEBURN 3064**
Lot and Plan Number: **Lot 16 PS622497**
Standard Parcel Identifier (SPI): **16\PS622497**
Local Government Area (Council): **HUME**
Council Property Number: **672800**
Planning Scheme: **Hume**
Directory Reference: **Melway 386 G6**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

Planning Zones

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

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



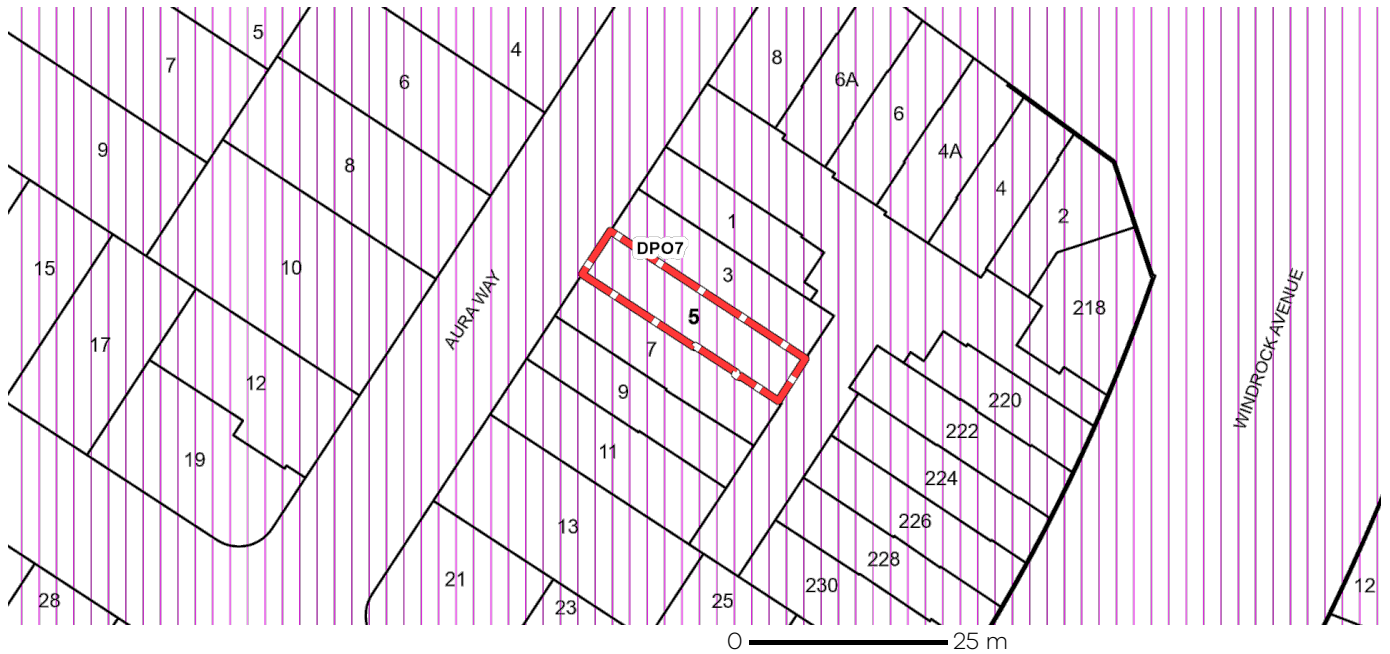
CDZ - Comprehensive Development

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

Planning Overlay

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

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



 **DPO - Development Plan Overlay**

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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 7 December 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

Property No : 672800
Certificate No : eLIC065853
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688



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

Your Reference: 248483
 Date of Issue: 26/03/2024

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

PO BOX 119
 DALLAS 3047
 Telephone: 03 9205 2200
 Rates Dept 03 9205 2688
 Facsimile: 03 9309 0109
 www.hume.vic.gov.au

Property Description:	Lot 16 PS 622497V Vol 11175 Fol 197
Property Situated:	5 AURA WAY CRAIGIEBURN VIC 3064

Site Value \$100000	C.I.V. \$475000	N.A.V. \$23750
---------------------	-----------------	----------------

The level of valuation is 1/01/2023 and the Date the Valuation was adopted for Rating Purposes is 1/07/2023

RATES AND CHARGES FROM	01/07/2023	TO	30/06/2024
	RATE LEVIED ON C.I.V.		BALANCES OUTSTANDING
General Rate	\$1,099.20		\$246.65
Land Use Rebate	\$0.00		\$0.00
Optional Waste Charges	\$0.00		\$0.00
Fire Service Property Levy	\$146.80		\$32.94
Special Charge / Rate	\$0.00		\$0.00
Waste Rates and Charges	\$496.67		\$156.41
Arrears as at 30/06/2023			\$0.00
Interest / Legal Costs			
TOTAL RATES AND CHARGES	\$1,742.67		\$436.00

**PLEASE NOTE :	Rates for 2023/2024 are payable by four instalments on the following dates 30/09/2023, 30/11/2023, 29/02/2024 & 31/05/2024
------------------------	---

OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance

TOTAL OTHER CHARGES:

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS	
TOTAL OUTSTANDING AT ISSUE DATE :	\$436.00

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

Property No : 672800
Certificate No : eLIC065853
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

Property Situated: 5 AURA WAY CRAIGIEBURN VIC 3064

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

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

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
- There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate. It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

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

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$28.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

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



Delegated Officer
26/03/2024

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

PEXA BPAY BILLER CODE HAS CHANGED



Billier Code: 357947
Ref: 9705567

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

21st March 2024

STEPHANIE GALOJLIC
SILVERTHORN CONVEYANCING

Dear STEPHANIE GALOJLIC,

RE: Application for Water Information Statement


Property Address:	5 AURA WAY CRAIGIEBURN 3064
Applicant	STEPHANIE GALOJLIC SILVERTHORN CONVEYANCING
Information Statement	30837356
Conveyancing Account Number	1310045563
Your Reference	248483

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

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

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

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	5 AURA WAY CRAIGIEBURN 3064
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	5 AURA WAY CRAIGIEBURN 3064
------------------	-----------------------------

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.

STEPHANIE GALOJLIC
SILVERTHORN CONVEYANCING
stephanie@silverthornconveyancing.com.au

RATES CERTIFICATE

Account No: 3587859322
Rate Certificate No: 30837356

Date of Issue: 21/03/2024
Your Ref: 248483

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
5 AURA WAY, CRAIGIEBURN VIC 3064	16\PS622497	1754072	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2024 to 31-03-2024	\$20.04	\$20.04
Residential Sewer Service Charge	01-01-2024 to 31-03-2024	\$114.46	\$114.46
Parks Fee *	01-01-2024 to 31-03-2024	\$21.10	\$21.10
Drainage Fee	01-01-2024 to 31-03-2024	\$29.38	\$29.38
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$184.98

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



GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

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

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

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

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

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

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



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

Property No: 1754072

Address: 5 AURA WAY, CRAIGIEBURN VIC 3064

Water Information Statement Number: 30837356

HOW TO PAY



Biller Code: 314567
Ref: 35878593220

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 21/03/2024 03:58:38 PM

OWNERS CORPORATION 1
PLAN NO. PS622497V

The land in PS622497V is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 19.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ROSS HUNT REAL ESTATE PTY LTD 99-105 UNION ROAD SURREY HILLS VIC 3127

AQ765470G 26/02/2018

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:

OC004810R 21/07/2009

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/03/2024 03:58:38 PM

**OWNERS CORPORATION 1
PLAN NO. PS622497V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Total	190.00	190.00

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.



Ross-Hunt

real estate

Silverthorn Conveyancing
Suite 2, 5 Cook Drive
Packenham 3810
stephanie@silverthornconveyancing.com.au

03 April 2024

Dear Sir/Madam,

RE: O.C. NO. 622497V – Lot 16 – Unit 5/5 AURA WAY, CRAIGIEBURN 3064

We acknowledge receipt of your application dated 26 March 2024 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,

Rob Tainton

Rob Tainton
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 622497V at 1-11 Aura Way, CRAIGIEBURN 3064

This notice is issued in respect of Lot No. 16 / Unit No. 5

Name of Vendor: Jamie Neil & Rachael Emma Hamilton

Applicant for the certificate is: Silverthorn Conveyancing

Date application was received: 26/03/2024

The information in this certificate is issued on: 3/04/2024

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;

\$552.63 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;

30/06/2024.

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

Nil



Settlement Fees can be paid using the following details:

Bill Code: 253062

EFT REFERENCE Number: 803208211038953

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

None

- (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;

HU0006099837

(iii) the type of policy;

Strata Title Insurance

(iv) the buildings covered;

1-11 Aura Way, CRAIGIEBURN VIC 3064

(v) the building amount;

\$9,475,000.00

(vi) the public liability amount;

\$30,000,000.00

(vii) the renewal date.

30/07/2024. (The current premium for the period 30/01/2024 – 30/07/2024 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 \$7,004.69 as at 3/04/2024

(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 21/08/2024

(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;

Yarra Valley Water Ltd	1 st Energy Pty Ltd
The Minders Pty 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 3/04/2024

- (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 3 April 2024

THE COMMON SEAL of OWNERS CORPORATION NO 622497V is no longer required at this property.

Rob Tainton

Rob Tainton
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

You are reminded that the policy mentioned below falls due for renewal on 30/01/2024. To ensure your continued protection, payment must be received by this due date. This is an invitation to renew, and not a demand for payment.

TAX INVOICE

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

Invoice Date: 12/01/2024

Invoice No: 79999

Our Reference: SP622497V

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

Rob Howland

O.C.S.P 622497V
C/- Ross Hunt Real Estate - RS
Locked Bag 1
SURREY HILLS VIC 3127

Class of Policy: Strata Title Insurance

Insurer: QBE Insurance (Australia) Limited
628 Bourke Street Melbourne VIC 3000

ABN: 78 003 191 035

The Insured: O.C.S.P 622497V

RENEWAL

Policy No: HU0006099837

Period of Cover:

From 30/01/2024

to 30/07/2024 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
\$10,980.30	\$105.00	\$0.00	\$1,131.11	\$1,207.83	\$225.76

Commission earned on this invoice \$1,811.76

TOTAL \$13,650.00
(Excluding Credit Card fee)

Credit Card fee (inc GST) is \$122.85



Acct Name: BJS Body Corporate Insurance Brokers Pty
BSB: 083419 Account: 548492610
Reference: SP622497V 79999

Our Reference: SP622497V

Invoice No: 79999

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: 043189X

Invoice Ref: 79999

AMOUNT DUE

\$13,650.00

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

Page 3 of 5

Class of Policy: Strata Title Insurance
The Insured: O.C.S.P 622497V

Policy No: HU0006099837
Invoice No: 79999
Our Ref: SP622497V

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

Policy Type: Residential Strata
Policy Wording: CHU Residential Strata Insurance Plan
Insured: Owners Corporation Plan No PS 622497
Situation: 1-11 Aura Way Craigieburn VIC 3064
Period of Insurance: From 30 / 01 / 2024 To 30 / 07 / 2024 at 4pm Local Standard Time

Policies Selected

Policy 1 – Insured Property

Building	\$9,475,000
Common Area Contents	\$94,750
Loss of Rent & Temporary Accommodation (total payable)	\$1,421,250

Policy 2 – Liability to Others

Sum Insured	\$30,000,000
-------------	--------------

Policy 3 – Voluntary Workers

Death	\$200,000
Total Disablement	\$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured	\$250,000
-------------	-----------

Policy 5 – Office Bearers' Legal Liability

Sum Insured	\$5,000,000
-------------	-------------

Policy 6 – Machinery Breakdown

Sum Insured	NOT INSURED
-------------	-------------

Policy 7 – Catastrophe Insurance

Sum Insured	\$1,421,250
Extended Cover - Loss of Rent & Temporary Accommodation	\$213,187

Schedule of Insurance

Class of Policy: Strata Title Insurance
The Insured: O.C.S.P 622497V

Policy No: HU0006099837
Invoice No: 79999
Our Ref: SP622497V

Escalation in Cost of Temporary Accommodation \$71,062

Cost of Removal, Storage and Evacuation \$71,062

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs \$25,000

Appeal Expenses – Common Property Health & Safety Breaches \$100,000

Legal Defence Expenses \$50,000

Policy 9 – Lot Owners' Fixtures and Improvements (per lot)

Sum Insured \$250,000

Flood Cover is Included

Excesses

Policy 1 – Insured Property

Standard \$2,000

Fire \$5,000

Water Damage \$5,000

Other excesses payable are shown in the Policy Wording.

Important Information

Refer to Important Information for excess descriptions and confirmation of cover. Please refer to Product Disclosure Statement and Policy Wording QM569-1023.

We confirm our invitation to renew, subject to the following conditions and important information. If you would like to accept this invitation, please refer to your payment options on the Tax Invoice.

Condition of this Invitation

This renewal invitation is based on the following. If any of these are incorrect, please contact us as it may affect the renewal invitation and the terms and conditions on which we will provide insurance cover.

1. The proposed Insured (either alone or jointly with any other person or entity) has not had any previous insurance declined, renewal refused, cancelled or special terms or conditions applied to any application, renewal or Policy.
2. The renewal invitation has been based on the claims noted in the attached claims history. No claims or incidents have occurred to your knowledge or the knowledge of the insured that have not yet been notified to us.
3. No changes to the Description of Occupancies have occurred since your quotation request.

The Building Sum Insured (BSI) amount is based on the previous year's sum insured and may have an allowance added to help keep pace with inflation. Please be sure to review the BSI to ensure it meets your client's instructions and/or recent valuation.

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.

Schedule of Insurance

Class of Policy: Strata Title Insurance
The Insured: O.C.S.P 622497V

Policy No: HU0006099837
Invoice No: 79999
Our Ref: SP622497V

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.

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.

Fire Excess

All Damage arising directly or indirectly caused by fire resulting in any claim to the internal or external cladding materials, generally known as 'Aluminium Composite Panels' (ACP), affixed to buildings as defined under 'Policy 1 – Insured Property a. Buildings' is subject to a Fire Excess shown in the Schedule any one Event.

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.

FURTHER INFORMATION ABOUT OUR ADVICE

What is the purpose of this information?

This is important information about our remuneration and any relevant associations or interests we have that may influence our advice. This document is designed to assist you in making an informed decision about whether or not to act on our personal advice about your insurance needs.

The personal advice that we have provided you about your insurance needs may be based on incomplete or inaccurate information relating to your personal circumstances and because of that you should, before acting on the advice, consider the appropriateness of the advice, having regard to your personal circumstances.

What remuneration (including commission) or other benefits do we or our associates receive in connection with this advice that may influence us?

We do not get any remuneration or other benefits from giving this advice unless you instruct us to arrange the recommended policy.

If you instruct us to arrange the recommended policy, we will:

- Receive commission or brokerage as detailed on this invoice and
- Charge you a fee as detailed on this invoice



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

MINUTES OF INTERIM ANNUAL GENERAL MEETING
Owners Corporation Strata Plan No. 5622497V
1-11 Aura Way, CRAIGIEBURN VIC 3064
HELD ON: 29/11/2023 at 14:00PM
LOCATION: Online via Teams

PRESENT:

Lot#	Unit#	Attendance	Owner Name
11	6	Yes	Shahinoor Akter

IN ATTENDANCE:

Rosie Starr representing Ross-Hunt Real Estate

CHAIRPERSON(acting):

Rosie Starr

1. MINUTES

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

2. FINANCIAL REPORT

Resolved that the income and expenditure statement for the financial year ending 30/06/2023 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. COMMITTEE

Resolved that the following members were elected to the Committee: Ugur Keles (U228), Meenu Meenu (U4A), Shahinoor Akter (U6), Jamie Grindal (U3). The Committee elected Jamie Grindal as the Chairperson.

5. INSURANCE

Resolved that the Building Cover is to remain at \$9,475,000. Excess payable by Owner or Owners Corporation, depending on the claim.

Policy Number: HU0006099837	Type: Strata	Broker: BJS Body Corporate Insurance Brokers P/L
Insurer: CHU Underwriting Agencies Pty Ltd	Premium: \$14,000.00	Paid On Date:
Policy Start Date: 30/07/2023	Next Due Date: 30/01/2024	
Cover	Sum Insured	Excess
Building	\$9,475,000.00	
Public Liability	\$30,000,000.00	
Water Damage/Burst Pipes		\$5,000.00
Included Flood Cover		\$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.

6. 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 in November 2022.

7. 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.

8. 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.

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.

9. 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.

10. 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 the Owners Corporation did 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.

11. GUTTER CLEANING

Resolved that Ross-Hunt Real Estate obtain two quotes to undertake cleaning of gutters & downpipes. Quotes to be forwarded to Committee/Chairperson for a decision. Cost to come from existing funds.

12. CARETAKER

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

13. ANNUAL LETTERBOX OILING

Resolved that annual letterbox oiling not to be undertaken this year. Matter will be revisited at the next AGM.

14. SECURITY CAMERAS

Resolved that Ross-Hunt Real Estate to investigate options available to install 2x security cameras in common area. One camera pointing towards the rear garages and one camera viewing the other internal common driveway. Ross-Hunt Real Estate to forward it's findings and costings to the committee for a decision. Costs to come from existing funds, if there is insufficient a special levy may be raised.

15. EPS CLADDING

Resolved that EPS Cladding discovered at the property causing inflated insurance premium to be discussed again at the 2024 AGM. A ballot was issued to all owners in November 2022 asking if owners wanted to proceed with removal of the cladding from the buildings to reduce the premium at an estimated cost of 190k. This ballot did not pass as the majority of owners did not wish to proceed.

16. GENERAL BUSINESS

Unit 6 Tree Trim: Resolved that Shahinoor to forward photo of location of the tree which requires trimming back from her property. Ross-Hunt to advise who owns the land on which the tree sits and seek a quotation for U6 from the Minders for the works. Ross-Hunt Real Estate advised that the front yards at the townhouses are on title to the individual owners therefore owners are responsible for costs of any additional gardening works required beyond the standard services provided by the Minders through the Owners Corporation.

17. 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 which are payable in advance on 01/10/2023, 01/01/2024, 01/04/2024, 01/07/2024 for each 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.

18. ATO REQUIREMENTS

Resolved as there is no assessable income, there is no income tax return to be lodged for the year.

19. BUDGET

Resolved that the budget as presented for \$42,000 was accepted. See attached budget sheet.

Resolved that the 12-month budget from the previous financial year ending 30/06/2023 will be rescinded, and the new budget will take effect from 01/01/2024.

20. CONTRIBUTIONS

Resolved that the total Annual Contributions as per budget to be increased to \$42,000.00 including GST and to be payable on a Quarterly basis commencing 01/01/2024, 01/04/2024, 01/07/2024 in accordance with unit liability.

21. 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 Shahinoor Akter to sign the contract appointing Ross-Hunt Real Estate for a period of 12 months.

22. NEXT MEETING

Resolved that the next Annual General Meeting is to be held online on Wednesday, 21 August 2024 commencing at 14:00PM.

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 14:52 on 29-11-2023."



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

**Approved Budget
to apply from 01/07/2023 -
30/06/2024**

Date : 30/11/2023
Time : 12:12
Username : Rosie Starr
Client Position : Management

The Owners Corporation 622497V ABN: 22376217120 1-11 Aura Way, CRAIGIEBURN VIC 3064

Administrative Fund

		Approved Budget
Revenue		
143000	Contributions Due--Admin	42,000.00
142500	Interest on Arrears--Admin	0.00
	Total revenue	<u>42,000.00</u>
Less expenses		
150100	Administration Fee	2,190.00
154000	Admin--Management Fees--Standard	4,515.00
154810	Caretaking Services	3,500.00
159100	Insurance--Premiums	30,500.00
167200	Maint Bldg--General Repairs	500.00
190200	Utility--Electricity	450.00
191200	Utility--Water & Sewerage	200.00
	Total expenses	<u>41,855.00</u>
Surplus/Deficit		145.00
Opening balance		(3,541.54)
Closing balance		<u><u>\$(3396.54)</u></u>
Total units of Liability		190.00
Levy contribution per unit Liability		\$221.05
Budgeted standard levy revenue		42,000.00
Add GST		0.00
Amount to raise in levies including GST		<u>42,000.00</u>

Maintenance Fund

Approved Budget

Revenue

242500	Interest on Arrears--Capital Works	0.00
	Total revenue	<u>0.00</u>

Less expenses

Total expenses	<u>0.00</u>
----------------	-------------

Surplus/Deficit

Opening balance	0.00
-----------------	------

Closing balance

	<u>\$0.00</u>
--	---------------

Total units of Liability	190.00
--------------------------	--------

Levy contribution per unit Liability	\$0.00
--------------------------------------	--------

Budgeted standard levy revenue	0.00
--------------------------------	------

Add GST	<u>0.00</u>
---------	-------------

Amount to raise in levies including GST	<u>\$0.00</u>
---	---------------

Part 4 - Meetings and Decisions of Owners Corporation

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 owners corporation -
 - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
 - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after 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 ADVICE TO OWNERS

(ADDENDUM TO MINUTES OF THE ANNUAL GENERAL MEETING)

1. After Hours Owners Corporation Emergency Assistance:

Assistance for after-hours emergencies can be reached on our main office number (03) 9830 4044. Owners are to accept responsibility for charge(s) if emergency is a unit owner responsibility and not that of the Owners Corporation.

Note: This number is for assistance in emergencies only.

2. Insurance:

All owners should take note that their **Owners Corporation insurance does not cover such items as carpets, window coverings and light fittings within their units. Public liability cover within the units is also excluded.**

Owners are requested to direct all enquiries regarding claims on the Owners Corporation Insurance policy to their Owners Corporation Manager. Note a Police Report must be obtained by a member of the Owners Corporation for all insurance claims due to burglary or malicious damage.

All residents are reminded that they should have adequate contents insurance and/or Landlords Fixtures and Fittings Insurance which should include Public Liability cover.

Members are also advised that should they require Residential Landlords Fixtures and Fittings insurance they can contact B.J.S. Body Corporate Insurance Brokers Pty Ltd on Toll Free Number 1800 003 077 for assistance.

Insurance Claims

Ross-Hunt Real Estate will lodge claims on your behalf. Ross-Hunt is unable to influence the outcome or performance of contractors appointed by the insurer.

3. Ownership or address changes:

Owners are advised that all changes of ownership, name or address must be given to Ross-Hunt Real Estate in writing, and the address must be a property address and not a post office box. Contact details can be updated by reply email or by using the online form at

<https://www.rosshuntownerscorporation.com.au/update-details>

or simply fill in the attached form and post back to us. Please remember to include the owners corporation property's address as a reference.

4. Safety:

The members of the Owners Corporation are requested to ensure that they advise the Manager Agent in writing immediately of any safety and or danger concerns of whatever nature in relation to the building or the common property.

Strata Plan No. The Owners Corporation 622497V

1-11 Aura Way, CRAIGIEBURN VIC 3064

Statement of Financial Performance

FOR THE PERIOD 01 July 2022 TO 30 June 2023

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/07/2022-30/06/2023	01/07/2022-30/06/2023	01/07/2021-30/06/2022
Administrative Fund			
INCOME			
142000 - Insurance Claims	\$32,120.00	\$0.00	\$0.00
142002 - Insurance Excess	\$1,000.00	\$0.00	\$0.00
143000 - Contributions Due--Admin	\$28,956.38	\$30,500.00	\$0.00
142500 - Interest on Arrears--Admin	\$2.42	\$0.00	\$0.00
143500 - Levies Due - Opening Balance Arrears & Interest - Admin	\$123.02	\$0.00	\$0.00
153200 - Debt Recovery	\$0.00	\$0.00	\$0.00
TOTAL ADMINISTRATIVE FUND INCOME	\$62,201.82	\$30,500.00	\$0.00
EXPENDITURE - ADMINISTRATIVE FUND			
150100 - Administration Fee	\$1,050.00	\$1,050.00	\$0.00
153201 - Admin--Legal & Debt Collection Fees	\$0.00	\$0.00	\$0.00
154000 - Admin--Management Fees--Standard	\$4,300.00	\$4,300.00	\$0.00
154810 - Caretaking Services	\$0.00	\$0.00	\$0.00
159100 - Insurance--Premiums	\$27,375.00	\$17,500.00	\$0.00
159200 - Insurance--Valuation	\$1,045.00	\$1,045.00	\$0.00
167200 - Maint Bldg--General Repairs	\$0.00	\$1,000.00	\$0.00
169400 - Maint Bldg--Insurance Repairs	\$33,120.00	\$0.00	\$0.00
169700 - Maint Bldg--Letter Boxes	\$1,254.00	\$1,300.00	\$0.00
170205 - Maint Bldg--Lift--Telephone	\$0.00	\$0.00	\$0.00
170600 - Maint Bldg--Locks, Keys & Card Keys	\$90.00	\$0.00	\$0.00
176410 - Maint Grounds--Caretaking	\$3,311.43	\$3,650.00	\$0.00
190200 - Utility--Electricity	\$411.67	\$410.00	\$0.00
191200 - Utility--Water & Sewerage	\$182.24	\$165.00	\$0.00
TOTAL ADMIN EXPENDITURE	\$72,139.34	\$30,420.00	\$0.00
SURPLUS/DEFICIT	\$(9,937.52)	\$80.00	\$0.00
OPENING ADMIN BALANCE	\$6,395.98	\$6,395.98	\$0.00
ADMINISTRATIVE FUND BALANCE	\$(3,541.54)	\$6,475.98	\$0.00

Statement of Financial Performance

ACTUAL

BUDGET

ACTUAL LAST YEAR

01/07/2022-30/06/2023

**01/07/2022-
30/06/2023**

**01/07/2021-
30/06/2022**

Maintenance Fund

INCOME

243000 - Levies Due--Sinking	\$0.00	\$0.00	\$0.00
------------------------------	--------	--------	--------

242500 - Interest on Arrears--Capital Works	\$0.00	\$0.00	\$0.00
---	--------	--------	--------

TOTAL MAINTENANCE FUND INCOME	\$0.00	\$0.00	\$0.00
--------------------------------------	---------------	---------------	---------------

EXPENDITURE - MAINTENANCE FUND

TOTAL CAPITAL EXPENDITURE	\$0.00	\$0.00	\$0.00
----------------------------------	---------------	---------------	---------------

SURPLUS/DEFICIT	\$0.00	\$0.00	\$0.00
------------------------	---------------	---------------	---------------

OPENING CAPITAL BALANCE	\$0.00	\$0.00	\$0.00
-------------------------	--------	--------	--------

MAINTENANCE FUND BALANCE	\$0.00	\$0.00	\$0.00
---------------------------------	---------------	---------------	---------------



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

**Statement of Financial Position
 AS AT 30 June 2023**

Date : 14/11/2023
Time : 18:55
Username :
Client Position : -

Strata Plan No. The Owners Corporation 622497V 1-11 Aura Way, CRAIGIEBURN VIC 3064

	Actual 01/07/2022 - 30/06/2023	Actual 01/07/2021 - 30/06/2022
<u>Owners Funds:</u>		
Administrative Fund		
Operating Surplus/Deficit--Admin	\$(9,937.52)	\$0.00
Owners Equity--Admin	\$6,395.98	\$0.00
	\$(3,541.54)	\$0.00
Maintenance Fund		
Operating Surplus/Deficit--Capital Works	\$0.00	\$0.00
	\$0.00	\$0.00
Net Owners Funds	\$(3,541.54)	\$0.00
<u>Represented by:</u>		
<u>Assets</u>		
Administrative Fund		
Cash at Bank--Admin	\$13,030.98	\$0.00
Receivable--Levies--Admin	\$1,214.01	\$0.00
Interest Receivable--Levies--Admin	\$2.39	\$0.00
Sundry Debtors GL - Admin	\$60.00	\$0.00
	\$14,307.38	\$0.00
Maintenance Fund		
	\$0.00	\$0.00
Unallocated Money		
Cash at Bank--Unallocated	\$1.75	\$0.00
	\$1.75	\$0.00
Total Assets	\$14,309.13	\$0.00
<u>Less Liabilities</u>		
Administrative Fund		
Creditors--Other--Admin	\$14,333.17	\$0.00
Prepaid Levies--Admin	\$3,515.75	\$0.00
	\$17,848.92	\$0.00
Maintenance Fund		
	\$0.00	\$0.00
Unallocated Money		
Prepaid Levies--Unallocated	\$1.75	\$0.00
	\$1.75	\$0.00
Total Liabilities	\$17,850.67	\$0.00
Net Assets	\$(3,541.54)	\$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 any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

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

A committee may appoint members to a 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*.

Residential rental agreement

no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Residential Tenancies Regulations 2021 Regulation 10(1)



- This is your residential rental agreement. It is a binding contract under the Residential Tenancies Act 1997 (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

Part A – Basic terms

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

1 Date of agreement

This is the date the agreement is signed.

13 / 06 / 2023

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

2 Premises let by the rental provider

Address of premises

5 Aura Way, Craigieburn VIC

Postcode

3064

3 Rental provider details

Full name(s) or Company
Name

Jamie Hamilton

ACN (if applicable)

N/A

(Please fill out details below where no agent is acting for the rental provider)

Address

N/A

Postcode

N/A

Rental provider's agent's details (if applicable)

Agency name

Linage Pty Ltd T/A Linage Pty Ltd

Address

460 City Road, South Melbourne VIC , AU

Postcode

3205

Phone number

(+61)0401174262 / 0390705703

ACN (if applicable)

620206028

Email address

info@linage.com.au

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

4 Renter details

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

Full name of renter 1	Natalya Larkin		
Current Address	5 Aura Way, Craigieburn VIC 3064	Postcode	3064
Phone number	(+61)0478795562		
Email address	natalyalarkin14@gmail.com		

Note: If there are more than four renters, include detail son an extra page.

5 Length of the agreement

<input checked="" type="checkbox"/> Fixed term agreement	Start date	20 / 08 / 2023	(this is the date the agreement starts and you may move in)
	End date	19 / 08 / 2024	
<input type="checkbox"/> Periodic agreement (monthly)	Start date	N/A	

Note: A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6 Rent

Rent amount (\$)	1,869.00
(payable in advance)	
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid	the 20th of each month (e.g. each Thursday or the 1 st of each month)
Date first rent payment due	20 / 08 / 2023
Rent Adjustment(s):	
Next rent amount (\$)	1,869.00
Next increase date	20 / 08 / 2023

7 Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond amount (\$)	1,695.00
Date bond payment due	20 / 08 / 2020
Bond Already Paid	

Part B – Standard terms

8 Rental provider's preferred method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

Method of rent payment

- Bank Account Direct Debit – Set & Forget Recurring Payments \$1.50 per transaction
- Credit or *Direct Card (VISA or MasterCard) – Real Time and Set & Forget Recurring Payments 1.98% per transaction
- Payroll/Pension Deduction –

*Please note: Visa and MasterCard DEBIT cards use your own money and are linked to a bank account. For rent payments, please use the bank account option to reduce the cost to you.

9 Service of notices and other documents by electronic methods

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

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

- Yes – insert email address, mobile phone number or other electronic contact details
 No

info@linage.com.au

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

(Renter to tick as appropriate)

- Renter 1** Yes – insert email address, mobile phone number or other electronic contact details
 No

natalyalarkin14@gmail.com

Note: If there are more than four renters, include details on an extra page.

10 Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see Part D below.

Details of person(s) the renter should contact for an urgent repair (rental provider to insert details).

11 Professional cleaning

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

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

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

12 Owners corporation (formerly body corporate)

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

No Yes If yes, the rental provider must attach a copy of the rules to this agreement

13 Condition report

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

(Rental provider to tick as appropriate)

- The condition report has been provided
- The condition report will be provided to the renter on or before the date the agreement starts

Condition Report Old Date:

20 / 08 / 2020

Part C – Safety-related Activities

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
 - (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person
 - (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
 - (i) Information on how each smoke alarm in the rented premises operates; and
 - (ii) Information on how to test each smoke alarm in the rented premises; and
 - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
 - (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the Building Act 1993 require smoke alarms to be installed in all residential buildings.
-

17 Swimming pool barrier safety activities

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

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

18 Relocatable swimming pool safety activities

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

- (a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

19 Bushfire prone area activities

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

- (a) If the rented premises is in a designated bushfire-prone area under section 192A of the Building Act 1993 and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of renters and rental providers under the **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Part E – Additional Terms

21 Further details (if any)

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

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this Section.

1. The renter shall pay all charges in respect of the re-connection and consumption of water, electricity, gas and telephone where the rented premise is separately metered for these services.
2. The renter shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the renter shall pay the rental provider all increased premiums and all other expenses incurred because of any breach of this term.
3. The renter agrees to pay the rental provider any excess amount charged, or any additional premium charged by the rental provider's Insurance Company because of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the renter, or by anyone on the premises with the consent of the renter.
4. The renter shall indemnify the rental provider for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the renter or anyone on the premises with the consent of the renter. Without limiting the generality of the foregoing, the renter shall indemnify the rental provider for the cost of repairs to plumbing blockages caused by the negligence or misuse of the renter.
5. The rental provider will not be responsible for any damage caused to the renter's possessions during the term of this agreement. The rental provider's insurance policy covers only the building and the fixtures and fittings. It is strongly recommended that the renter take out Content's Insurance cover for their personal possessions.
6. The renter shall notify the rental provider or agent immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.
7. The renter shall indemnify the rental provider against all liability in respect of injury or damage to any third person or third-party property arising from any conduct, act or omission by the renter, or the renter's help, agent's and/or invitees.
8. The renter shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the rental provider or agent. Adhesive tape and blu tack are always forbidden.
9. The renter acknowledges that the keys to the premises are the renter's responsibility during this tenancy. Any Keys that are lost or stolen are to be replaced at the renter's cost. Further it is the renter's responsibility upon the termination of this Agreement to deliver up all the keys to the premises to the agent's office and to continue paying rent until the keys are delivered. The rental provider acknowledges the renter's right to change the locks at the rental property providing a duplicate key is given to the agent immediately. The renter acknowledges that whilst all due care and attention has been taken, the rental provider or agent cannot guarantee that all keys to the property were returned by previous occupants.
10. The renter shall not use the premises for any purpose other than for residential purposes without the written consent of the rental provider.

11. The renter shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
12. The renter shall not keep any animal, bird or pet in the premises without the written consent of the rental provider (Note: written consent of the Body Corporate Committee will be necessary in some instances).
13. The renter shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the renter for collection by the Local Council or Health Department and returned to its allotted place.
14. The renter shall not hang any laundry outside the premises other than where provision for the hanging of laundry has been provided.
15. The renter shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.
16. The renter shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
17. The renter shall allow the rental provider or agent to put on the premises a notice or notices 'to let' during the last month of the term of this Agreement. The renter shall also allow the rental provider or agent to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises by the rental provider or agent to present the property to prospective purchasers or tenant upon 24 hours' notice or by Agreement with the renter and the agent.
18. The renter acknowledges that no promises, representations, warranties or undertakings have been given by the rental provider or agent in relation to the suitability of the premises for the renter's purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
19. No consent or waiver of any breach by the renter or the renter's obligations under the Residential Tenancies Act 1997 shall prevent the rental provider from subsequently enforcing any of the provisions of this Agreement.
20. The renter agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the renter shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the rental provider. The Standard Rules of the Subdivision (Body Corporate) Regulation, if not amended, apply to all Bodies Corporate.
21. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the rental provider may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the renter at least 60 days' notice of the increase.
22. This Agreement may be amended only by an Agreement in writing signed by the rental provider and the renter.
23. The renter shall at the renter's expense replace all light tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
24. The renter agrees to fully and regularly maintain and water the garden area, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.
25. If the renter wishes to vacate the premises at the expiration of this Agreement the renter shall give the rental provider or agent written notice of the tenant's intention to vacate 28 days prior to the expiration of this Agreement. If the renter remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the renter must give written notice of the renter's intention to vacate the premises specifying a termination date that is not earlier than 28 days after

the day on which the renter gives notice.

26. The renter acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the renter shall not refuse to pay rent claiming the renter intends to regard as rent paid by the renter, the bond or any part of the bond paid in respect of the premises.

The renter acknowledges that failure to abide by this section of the Act renders the renter liable to a penalty of \$1000.

27. The renter agrees not to carry out any mechanical repairs or spray painting on any motor vehicles, boats or motorcycle in or around the property including common property. The renter also agrees to be fully responsible for the removal of any motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land or common property on which it is situated to their original condition forthwith.

28. The renter must:

(a) Allow access for smoke detector servicing at the premises annually to confirm that it is fully operational. These checks are to ensure the safety of the tenant and the security of the premises.

(b) Immediately notify the Agent of any faulty smoke detector.

(c) Allow access for gas and electrical checks at the premises to be completed when required legally every 2 years.

These checks are to ensure the safety of the tenant and the security of the premises.

29. The renter acknowledges that the CONDITION REPORT provided at the commencement of the tenancy must be signed and

returned to the agent within 3 business days after entering occupation of the premises. If the CONDITION REPORT is not returned, the

copy held by the agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at

the commencement of this tenancy.

30. The renter agrees to have all carpets professionally steam or dry cleaned at his own expense at the end of this Tenancy and to

provide a receipt for the cleaning to the rental provider or agent.

31. The renter acknowledges that the bond paid under this Tenancy Agreement has been deposited in accordance with the

requirements of the Residential Tenancies Act 1997 with the Centralised Bond Authority. The renter acknowledges having been

advised that the refund of the bond at the end of the tenancy can only be achieved by signing and lodging a Bond Claim form with the Centralized Bond Authority.

32. The renter acknowledges the right of the rental provider under the Residential Tenancies Act 1997 to issue a notice that will

terminate the tenancy at the end of this fixed term Agreement.

33. The renter shall hereby pay the cost of clearing any pipe, drain, toilet or sewage blockages belonging to the premises caused by

misuse by the tenant or their visitors.

34. The renter hereby agrees that should any rent cheque be presented again or 'refer to drawer', the tenant shall within 24 hours pay

the rental amount in full by bank cheque or cash and will reimburse the bank charge.

35. If you require a receipt for your rent payment, please supply a stamped self-addressed envelope with your payment.

36. In the event that the renter needs to vacate the premises prior to the expiry of this Agreement, the renter agrees to immediately

advise the agent in writing and pay the reletting costs as follows: (a) pro rata Leasing Fee (b) All rents payable up to the commencement of any new Tenancy or up to the expiry date of the Fixed Term Tenancy whichever comes first (c) Pay

all Advertising

Costs incurred.

37. If a renter wishes to assign all or part of this agreement to new tenant during the tenancy and irrespective of whether the new renter

is found by them, an administration fee of 1 week rent + GST will be charged and is payable to the agent by the renter.

38. All NON-URGENT Repairs or Maintenance requests must be submitted to the agent in writing via email, to info@linage.com.au or direct to your Property Manager via their own email address.

Should the repair or maintenance request be determined to be due of the renter or their guest's negligence or misuse, the cost of the callout and repair will be payable by the renter.

Please note that all reasonable steps must be taken to arrange for callouts and repairs to be undertaken during

business hours.

In the event of an AFTER-HOURS URGENT REPAIR, phone (03) 9070 5703. If the call is unanswered, please leave a voicemail and one of our team will come back to you as soon as possible.

What determines an URGENT REPAIR?

- Burst hot water service
- Blocked or broken toilet system where there is no secondary system available
- Serious roof leak
- Gas leak
- Dangerous electrical fault
- Flooding or serious flood damage
- Serious storm or fire damage
- An essential service or appliance for hot water, water, cooking, heating, or laundering is not working
- the gas, electricity or water supply is not working
- A cooling appliance or service provided by the rental provider is not working
- The property does not meet minimum standards
- A safety-related device, such as a smoke alarm or pool fence, is not working
- An appliance, fitting or fixture that is not working and causes a lot of water to be wasted
- Any fault or damage in the property that makes it unsafe or insecure, including locks, pests, mould or damp caused by or related to the building structure
- A serious problem with a lift or staircase.

39. The renter and the renter's visitors hereby agree to not smoke inside the premises. Smoking on balconies must conform to the

Owners Corporate Rules.

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

22 Signatures

This agreement is made under the **Residential Tenancies Act 1997**.

Before signing you must read **Part D – Rights and obligations** in this form.

Rental Provider (or representative from agency)

Signature of rental provider: (property agent)



Date

on the 13 day of Jun 2023

Renter(s)

All renters listed must sign this residential rental agreement.

Signature of renter 1: **Natalya Larkin**



Date

on the 13 day of Jun 2023

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

Italian

Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

Confirmations

Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to Linage Pty Ltd T/A Linage Pty Ltd. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by

Natalya Larkin

Audit Trail

13 Jun 2023	04:49:57PM AEST	RTA_VIC Agreement - COMPLETED		61.68.172.166
13 Jun 2023	04:49:57PM AEST	Agent - signed the agreement		61.68.172.166
13 Jun 2023	04:26:36PM AEST	All tenant signatures received, Contract is sent back to the agent		121.200.4.45
13 Jun 2023	04:26:36PM AEST	Tenant Natalya Larkin - signed the special condition and terms		121.200.4.45
13 Jun 2023	04:26:36PM AEST	Tenant Natalya Larkin - signed the agreement		121.200.4.45
13 Jun 2023	04:19:34PM AEST	EMAIL for signing IS SENT to Natalya Larkin	natalyalarkin14@gmail.com	159.183.110.41
13 Jun 2023	04:19:19PM AEST	TENANT SMS for signing IS SENT to Natalya Larkin	+610478795562	112.141.248.142
13 Jun 2023	04:19:16PM AEST	Send SMS tenant for signing	+610478795562	112.141.248.142
13 Jun 2023	04:19:16PM AEST	Send EMAIL tenant for signing	natalyalarkin14@gmail.com	112.141.248.142



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Rebecca Kaigg
Shop 3, The Gateway, 230 Cranbourne - Frankston rd
LANGWARRIN 3910

Client Reference: 248483

NO PROPOSALS. As at the 21th March 2024, 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®.

5 AURA WAY, CRAIGIEBURN 3064
CITY OF HUME

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

Date of issue: 21th March 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 72242923 - 72242923155311 '248483'

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

From: Jamie Neil Hamilton and Rachael Emma Hamilton, 5 Buchan Green, Pakenham VIC 3810

Property Address: 5 Aura Way, Craigieburn VIC 3064

Lot: 16 Plan of subdivision: 622497V

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

Dated:04/04/2024

Signed for an on behalf of the Vendor: *Silverthorn Conveyancing*

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](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(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.