

Contract of Sale

Property:

15 Snapdragon Street, South Morang VIC 3752



JLE Conveyancing Pty Ltd
3/5 DEVONSHIRE ROAD
SUNSHINE VIC 3020
Tel: 03 9363 2075
Ref: JL:14716

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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Contract of Sale

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../2025

Print 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)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../2025

Print names(s) of person(s) signing: SELWYN FRANCIS ROBINSON

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: Harcourt Rata&Co
Address: _____
Email: sold@rataandco.com.au
Tel: _____ Mob: _____ Fax: _____ Ref: ROSE MICKOSKA

Vendor

Name: SELWYN FRANCIS ROBINSON
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: JLE Conveyancing Pty Ltd
Address: 3/5 DEVONSHIRE ROAD, SUNSHINE Vic 3020
Email: info@jleconveyancing.com.au
Tel: 03 9363 2075 Mob: _____ Fax: _____ Ref: 14716

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

| | | |
|--------------------------------|-----------|------------|
| Certificate of Title reference | being lot | on plan |
| Volume 11498 Folio 654 | 31 | PS 643440J |

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 15 Snapdragon Street, South Morang VIC 3752

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

Exclusion lists : N/A

Payment

Price \$ _____

Deposit \$ _____ by _____ (of which _____ has been paid)

Balance \$ _____ payable at settlement

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

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

- a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on / /20.....
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20): NOT APPLICABLE AT AUCTION

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

Lender: _____

Loan amount: no more than _____

Approval date: _____

Building report - NOT APPLICABLE AT AUCTION

- General condition 21 applies only if the box is checked

Pest report – NOT APPLICABLE AT AUCTION

- General condition 22 applies only if the box is checked

Special Conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The 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.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

Special condition 2 – Acceptance of title

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Electronic conveyancing

5.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

5.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

5.3 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*.

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

5.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

5.6 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.

5.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

5.9 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 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

Special condition 5 – Condition of the Property

6.1 The land and buildings (if any) as sold hereby and inspected by the purchasers 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 otherwise including any requisition in relation to the issue or non-issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

6.2 The property and any chattels are sold:

- (a) In their present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) Subject to all easements, covenants, leases, appurtenant easements and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation there to.

6.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

6.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

6.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

6.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of

those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. 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 otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 6 – Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

Special condition 7 – Loan

The purchaser acknowledges that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative \$110 at the settlement for each request.

Special condition 8 - Plan of Subdivision

1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
2. The Vendor shall as its own cost and expense procure registration of the Plan of Subdivision.
3. If the Plan of Subdivision is not registered within 48 months after the day of sale, the Purchaser may after the expiration of that 18 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.

Special condition 9 - Nomination

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

The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

Special condition 10 – Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 at the settlement for each request.

Special condition 11 - Owners Corporate Certificate to be provided

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to request, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Special condition 12 - Re-sale Deed

For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) will be required to enter into a Re-Sale Deed prior to settlement date. The Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to;

- a) Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.
- b) Execute the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

Special condition 13 - Finance

1. This special condition only applies if the contract of sale is subject to finance and this special condition is ticked. It does not apply to unconditional contracts or auction contracts. This Contract is conditional upon the Purchaser's Mortgagee approving a loan on the security of the land by the Approval date or any later date allowed by the Vendor.
2. In the event of failure to obtain finance, the Purchaser agrees to provide the Vendor upon request a copy of the

Formal finance decline letter from the Registered lending institution, not the broker that is engaged to secure the finance by the Approval Date.

3. Deposit monies must immediately be refunded to the Purchaser if the contract is ended under this special condition, save and except for the sum of \$330.00 (inclusive of GST), towards the Vendor's cost.
4. This condition is presumed to have been satisfied if the Purchaser has not communicated to the Vendor as required by this clause.

Special condition 14 - Builder Warranty Insurance/ Domestic Building Insurance

1. The buyers acknowledge this property does not have any builder warranty insurance for the built or renovations.
2. The buyer is agreeable to waive all his/her rights to request builder warranty insurance from the vendor.
3. The buyer agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to building warranty insurance.

Special condition 15 - No Warranty , representation or guarantee

1. The Vendor does not guarantee or make any representations about whether the work performed requires permits. The Purchaser acknowledges that it is solely their responsibility to determine whether permits or approvals are necessary for the work completed, as outlined in the Owner Building Warranty Report. The Vendor further states their belief that the work carried out by their contractor does not require a building permit nor a builder warranty insurance.
2. The Purchaser also acknowledges that the Vendor makes no representations or warranties concerning the compliance of the work with any legal or regulatory requirements, including but not limited to building codes, zoning laws, or safety standards.

Special condition 16 - Indemnity by Purchaser

The Purchaser agrees to indemnify and hold the Vendor harmless from any claims, costs, liabilities, or damages that may arise after settlement regarding the necessity of permits or warranty insurance for the work performed. This includes any costs the Purchaser incurs in obtaining permits or addressing any issues of non-compliance with legal or regulatory requirements.

1) The Purchaser will not have the right to:

- a. Claim any compensation, damages, or costs related to the work performed on the Property;
- b. Pursue any legal remedy against the Vendor for the performance of the work, including claims of breach of contract, misrepresentation, or any other legal action related to non-compliance (if any) with permit or regulatory requirements;
- c. Cancel or rescind this contract, in whole or in part, based on the Vendor's disclosure about the uncertainty of permit requirements for the work;
- d. Delay settlement due to any condition of the fixtures or fitting as the property is bought as is.

2) The Vendor is under no obligation to assist the Purchaser in obtaining permits, regulatory approvals, or insurance for any work performed on the Property prior to settlement, nor in rectifying any issues related to such work. The Purchaser agrees to cover all associated costs (if any).

The indemnity provisions in this agreement shall remain in effect after settlement and continue indefinitely, even after the transfer of the Property title to the Purchaser.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

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

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

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

this day of 2025

SIGNED by the said)

)

Print Name:)

)

.....

.....
Director (Sign)

in the presence of:)

)

Witness:)

)

.....

VENDOR FACT CHECKLIST

The Vendor makes the following additional disclosure under the Contract of Sale.

| | Yes | No | Vendor does not have any knowledge |
|--|-----|----|------------------------------------|
| Are you the owner of the structures on the property and the goods to be included in the intended sale? | ✓ | | |
| Are there any unrectified defect(s) in the structure of any building on the property? | | ✓ | |
| Are all the appliances, fixtures and fittings in the property in working order? | ✓ | | |
| Are there any electrical, gas or plumbing systems on the property that remain unrectified after being assessed as unsafe by a qualified person? | | ✓ | |
| Is there an active pest infestation affecting the structures on the property? The Purchaser should organise its own building and pest inspection report. | | | ✓ |
| Is there unrectified damage from a pest infestation affecting structures on the property? The Purchaser should organise its own building and pest inspection report. | | | ✓ |
| Is there any asbestos on the property, including in the structures on the property? | | | ✓ |
| If yes, is any of the asbestos in friable form? | | | |
| Do any of the cladding on structures on the property consist of expanded polystyrene or aluminium composite panels? | | | ✓ |
| Is access to the property (including vehicle access) via an unregistered easement? | | ✓ | |
| Are there any restriction(s) on vehicle access to the property (such as a truck curfew or weight limits)? | | | |
| Are there any on-street parking restrictions on streets adjacent to the property? The Purchaser should make its own queries. | | ✓ | |
| Do any structures on the property have weight limits? | | ✓ | |
| Is the property on a commercial flight path? | | ✓ | |

| | | | |
|--|--|---|---|
| Is the property subject to loud intermittent noises such as defence force training, quarry explosions or car races? | | ✓ | |
| Has the property been used for the manufacturing of substances (such as methylamphetamine)? | | ✓ | |
| Has the property been used for the storage of toxic substances that exceed what might be required for domestic purposes? | | ✓ | |
| Has the property been used for the sale of illegal substances? | | ✓ | |
| Has the property been used as a brothel? | | ✓ | |
| Has the property been occupied by person(s) who have been convicted of drug trafficking or violence offence(s)? | | ✓ | |
| Do any registered sex offenders reside nearby? | | | ✓ |
| Have police ever been called regarding the behaviour of the occupants of nearby properties? | | ✓ | |
| Is any neighbouring property owned or leased by the state government? | | | ✓ |
| Is any neighbouring property owned or leased by a community housing group? | | | ✓ |
| Does any neighbouring property contain a registered rooming house? | | | ✓ |
| Is any neighbouring property used for a noxious industry? | | ✓ | |
| Is the property subject to offensive odours? | | ✓ | |
| Is the property contaminated by toxic chemicals? | | ✓ | |
| Does the property contain any lead-based paint? | | ✓ | |
| Has the property or neighbouring properties been used for firefighter training using hazardous materials? | | ✓ | |
| Is there any Owners Corporation upcoming levy but is not included in the Owners Corporation Certificate? | | ✓ | |
| Has there been a significant event at the property, including a flood, or a bushfire? | | ✓ | |
| Has there been history of pesticide use in the event the property had been used for horticulture or other agricultural purposes, | | ✓ | |

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 | 15 SNAPDRAGON STREET, SOUTH MORANG VIC 3752 |
|-------------|---|

| | | | |
|--------------------|-------------------------|------|-----|
| Vendor's name | SELWYN FRANCIS ROBINSON | Date | / / |
| Vendor's signature | _____ | | |

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

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$5,000.00

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

| | | |
|--|----|--|
| | To | |
|--|----|--|

| |
|--|
| Other particulars (including dates and times of payments): |
|--|

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

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 section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

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:

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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.

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

10.2 Staged Subdivision

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

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

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

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

Page 1 of 2

VOLUME 11498 FOLIO 654

Security no : 124122496138B
Produced 03/03/2025 02:35 PM

LAND DESCRIPTION

Lot 31 on Plan of Subdivision 643440J.
PARENT TITLE Volume 11275 Folio 557
Created by instrument PS643440J 04/06/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SELWYN FRANCIS ROBINSON of 15 SNAPDRAGON STREET SOUTH MORANG VIC 3752
AS692993J 08/11/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS692994G 08/11/2019
RESIDENTIAL MORTGAGE GROUP PTY LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AH628967T 23/11/2010

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

DIAGRAM LOCATION

SEE PS643440J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 15 SNAPDRAGON STREET SOUTH MORANG VIC 3752

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 08/11/2019

OWNERS CORPORATIONS

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

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

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet

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FORM 18

Schedule 1 of the *Planning and Environment Regulations 2005*

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

Section 181

Planning and Environment Act 1987

AH628967T

23/11/2010 \$105.20 173



Lodged by:

Name:

BEST HOOPER Mahons lawyer

Phone:

~~9670 8951~~ 9404 1333

Address:

~~563 Little Lonsdale Street, Melbourne~~

Ref:

JDC: 1009.0145

Customer Code: ~~04851~~

34328

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

Land:

Certificate of Title Volume 10905 Folio 209

Authority:

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

Section and Act under which Agreement made:

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer:

DAVID TURNIBUS

Date:

18.10.2010.

KEEP

AH628967T



CITY OF WHITTLESEA

Council

- and -

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

the Owner

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

Subject Land: 70 & 80 Gorge Road, South Morang

BEST HOOPER
Solicitors
563 Little Lonsdale Street
MELBOURNE

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

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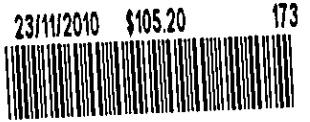
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INFORMATION ONLY

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PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 2010

BETWEEN:

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

("Council")

- and -

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

("the Owner")

INTRODUCTION

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

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

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

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

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

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

IT IS AGREED:

1. DEFINITIONS

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

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

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

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

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

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner covenants and agrees that:

3.1 Direct Vehicular Access to Lot C

Direct vehicular access to any part of Lot C from Gorge Road is not permitted at any time.

3.2 Future Development of Lot C

All dwellings developed on Lot C will be orientated and positioned in such a way that each dwelling has a direct Frontage to Gorge Road.

3.3 Council's Costs to be Paid

It will pay to the Council, the Council's reasonable costs and expenses (including legal expenses on a party/party basis) of and

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

4. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL

4.1 The Council acknowledges that the Owner's covenants in this Agreement satisfy condition 15 of the Permit.

4.2 The Council covenants that it will forthwith apply to register this Agreement pursuant to Section 181 of the Act.

5. FURTHER OBLIGATIONS OF THE OWNERS

The Owner further covenants and agrees that:

5.1 Notice and Registration

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

5.2 Further actions

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

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

6. AGREEMENT UNDER SECTION 173 OF THE ACT

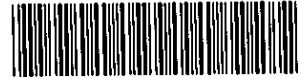
The Council and the Owner agrees that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

7. OWNERS WARRANTIES

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

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8. SUCCESSORS IN TITLE

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

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

9. GENERAL MATTERS

9.1 Notices

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

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

9.2 A notice or other communication is deemed served:

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

9.3 No Waiver

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

9.4 Severability

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

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

9.5 No Fettering of the Council's Powers

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

10. COMMENCEMENT OF AGREEMENT

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

11. ENDING OF AGREEMENT

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

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

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

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

Chief Executive Officer



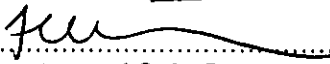
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EXECUTED by **PRINCESS LODGE (AUST)**)
PTY LTD in accordance with Section 127 of)
the Corporations Act 2001 by being signed)
by the person who is authorized to sign for)
the company:)



.....
Sole Director and Sole Company Secretary

Full Name: Helen Kritsidimas

Address: 20 Toumlin Grove
Viewbank Vic 3084

INFORMATION ONLY

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

Section 181 Planning and Environment Act 1987

AL002903D

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Form 18

Lodged by:

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

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

Land: Volume 11275 Folio 557

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

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

A copy of the Agreement is attached to this Application

Date: 17/3/2014

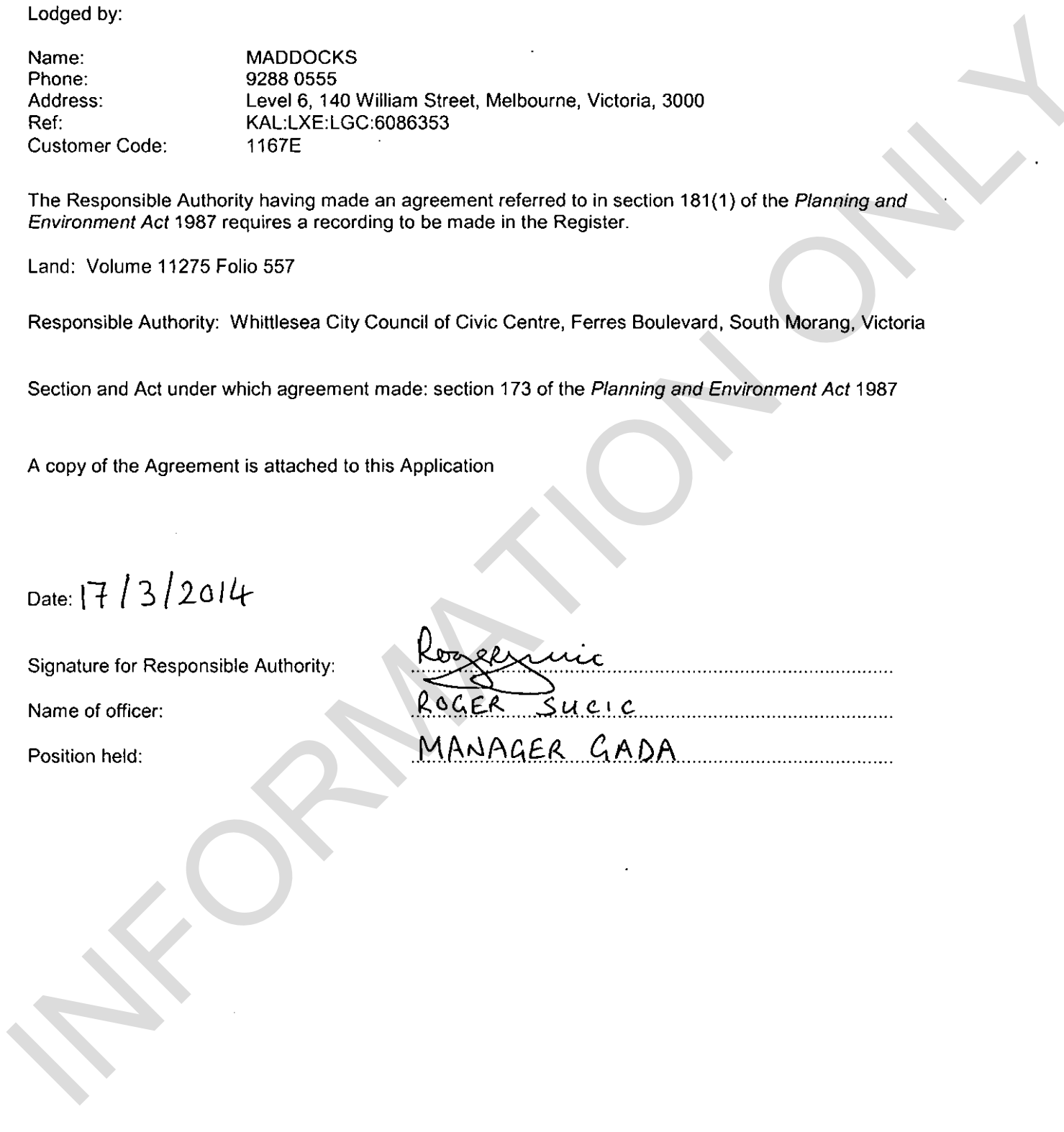
Signature for Responsible Authority:

Name of officer:

ROGER SUSIC

Position held:

MANAGER CADA



KEEP

Date 24 / 3 / 2014

AL002903D

03/04/2014 \$113 173



Facsimile 61 3 9258 3666

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

DX 259 Melbourne

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

Whittlesea City Council
and

View Bank Homes 1 Pty Ltd
ACN 136 344 511

INFORMATION ONLY

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Agreement under section 173 of the Planning and Environment Act 1987

AL002903D

Dated 24/3 12014



Parties

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

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

Background

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

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement.



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

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

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

Party or Parties means the Parties to this Agreement.

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

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

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

2. Interpretation

In this Agreement unless the context admits otherwise:

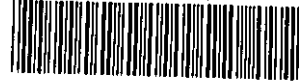
- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity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

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3. Owner's specific obligations

3.1 Compliance with the Development Permit

Except with Council's prior written consent the Owner:

3.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and

3.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

3.2 Expiry of Development Permit

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

3.2.1 regardless of any right conferred by the Planning Scheme;

3.2.2 regardless of any subdivision of the Subject Land; and

3.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

4. Owner's further obligations

4.1 Notice and registration

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

4.2 Further actions

The Owner:

4.2.1 must do all things necessary to give effect to this Agreement;

4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so including:

(a) signing any further agreement, acknowledgment or document; and

(b) obtaining all necessary consents to enable the recording to be made.

4.3 Council's costs to be paid

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

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5. Agreement under section 173 of the Act

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

6. Owner's warranties

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

7. Successors in title

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

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

8. General matters

8.1 Notices

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

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

8.2 No waiver

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

8.3 Severability

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

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8.4 No fettering of Council's powers

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

8.5 Inspection of documents

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

8.6 Governing law

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

9. Commencement of Agreement

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

10. Ending of Agreement

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

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



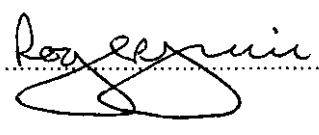
Maddocks

Signing Page

Signed, sealed and delivered as a deed by the Parties.

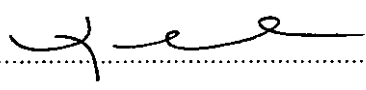
The Common Seal of Whittlesea City Council is affixed in the presence of:)
)




.....

Delegate

Executed by View Bank Homes 1 Pty Ltd)
ACN 136 344 511 in accordance with section)
127(1) of the Corporations Act 2001:)


.....

Signature of Sole Director and Sole Company Secretary

GODWIN AKHIDENOR
.....

Print full name

AL002903D

03/04/2014 \$113 173





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643440J

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

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 40.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

HIVE STRATA 5/555 GILBERT ROAD PRESTON VIC 3072

AX106079X 01/08/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC022216C 04/06/2014

Notations:

NIL

Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 1 | 0 | 0 |
| Lot 1 | 100 | 100 |
| Lot 2 | 100 | 100 |
| Lot 3 | 100 | 100 |
| Lot 4 | 100 | 100 |
| Lot 5 | 100 | 100 |
| Lot 6 | 100 | 100 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS643440J**

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/03/2025 02:35:29 PM

**OWNERS CORPORATION 1
PLAN NO. PS643440J**

Entitlement and Liability:

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

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

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

Statement End.

INFORMATION ONLY

Imaged Document Cover Sheet

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| | |
|---|-------------------------|
| Document Type | Plan |
| Document Identification | PS643440J |
| Number of Pages (excluding this cover sheet) | 5 |
| Document Assembled | 03/03/2025 14:35 |

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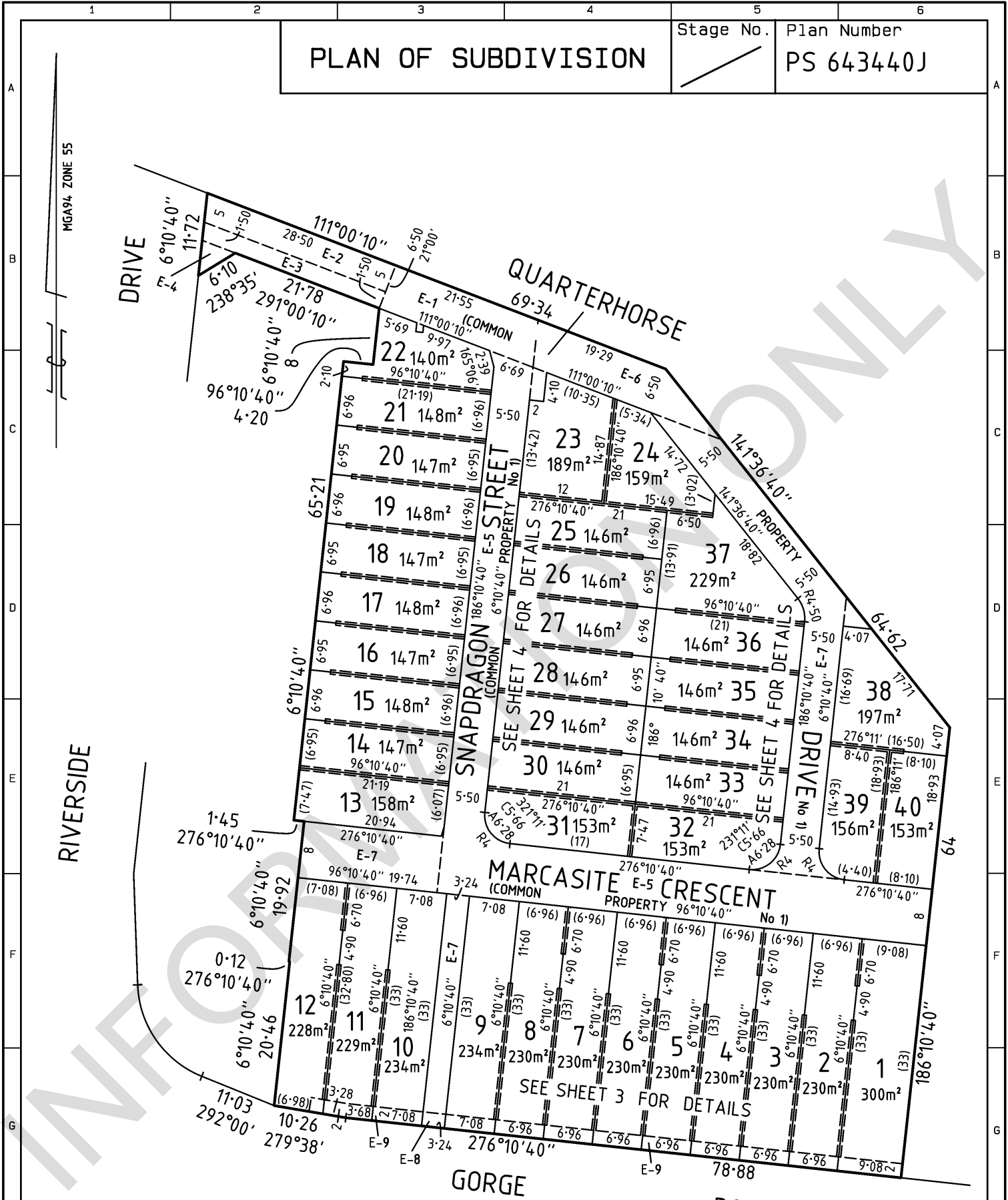
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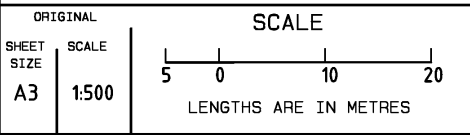
| | | | | |
|---|---|--|--------------------|--|
| PLAN OF SUBDIVISION | Stage No. <hr/> | LRS use only EDITION 1 | PS 643440J | |
| Location of Land Parish: MORANG Township: Section: 6 Crown Allotment: 9 (PART) Crown Portion: Title References: VOL 11275 FOL 557 Last Plan Reference: LOT C ON PS626007V Postal Address: 70C GORGE ROAD SOUTH MORANG 3752 MGA94 Co-ordinates: E 332 130 (Of approx. centre of plan) N 5 831 140 Zone 55 | Council Certification Council Name: WHITTLESEA CITY COUNCIL Ref: 607618 <hr/> Notations THIS IS A SPEAR PLAN LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAIL | | | |
| Vesting of Roads or Reserves | | | | |
| Identifier | Council/Body/Person | | | |
| NIL | NIL | | | |
| Depth Limitation: DOES NOT APPLY | | | | |
| Staging This is not a staged subdivision Planning Permit No. | | | | |
| Survey: – This plan is based on survey To be completed where applicable This survey has been connected to permanent marks no(s). In proclaimed Survey Area no. | | | | |
| Easement Information | | | | |
| Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) | | LRS use only Statement of Compliance / Exemption Statement | | |
| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of |
| E-1, E-2, E-3, E-6 | TRANSMISSION OF ELECTRICITY | SEE DIAG | INSTRUMENT C100845 | STATE ELECTRICITY COMMISSION OF VICTORIA |
| E-2, E-3, E-4 | POWERLINE | SEE DIAG | PS626007V | SPI ELECTRICITY PTY LTD |
| E-3, E-4 | ELECTRICITY SUPPLY | SEE DIAG | PS626007V | SPI ELECTRICITY PTY LTD |
| E-2, E-3, E-4 | CARRIAGEWAY | SEE DIAG | PS626007V | LOT 2 ON PS626007V |
| E-1, E-2, E-3, E-4, E-5 | CARRIAGEWAY | SEE DIAG | PS626007V | VOL 10950 FOL 376 |
| E-2 | WATER | SEE DIAG | THIS PLAN | YARRA VALLEY WATER CORPORATION |
| E-2 | DRAINAGE, GAS & TELECOMMUNICATIONS | SEE DIAG | THIS PLAN | LOTS ON THIS PLAN |
| E-1, E-5, E-6, E-7, E-8 | DRAINAGE, ELECTRICITY, GAS & TELECOMMUNICATIONS | SEE DIAG | THIS PLAN | LOTS ON THIS PLAN |
| E-1, E-5, E-6, E-7, E-8 | SEWERAGE, WATER | SEE DIAG | THIS PLAN | YARRA VALLEY WATER CORPORATION |
| E-9 | SEWERAGE | SEE DIAG | THIS PLAN | YARRA VALLEY WATER CORPORATION |
| E-10 | PARTY WALL | SEE DIAG | THIS PLAN | THE RELEVANT ABUTTING LOT ON THIS PLAN |
| | | | | Received <input checked="" type="checkbox"/> Date 22/05/2014 |
| | | | | LRS use only PLAN REGISTERED TIME 9.02 am DATE 4/06/2014 Tom Guljas Assistant Registrar of Titles |
| SHEET 1 OF 4 SHEETS | | | | |
| PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892 | | LICENSED SURVEYOR (PRINT) <u>TREVOR J. KELLY</u> SIGNATURE <u>DIGITALLY SIGNED</u> DATE / / REF 10575 VERSION 7 | | _____ DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3 (28/05/2013)JC |

PLAN OF SUBDIVISION

Stage No. _____ Plan Number
PS 643440J



PRIOR & KELLY PTY LTD
 936 HIGH STREET RESERVOIR 3073
 TEL: 9478 6044 FAX: 9470 6509
 A.B.N. 95 076 725 892



LICENSED SURVEYOR (PRINT)

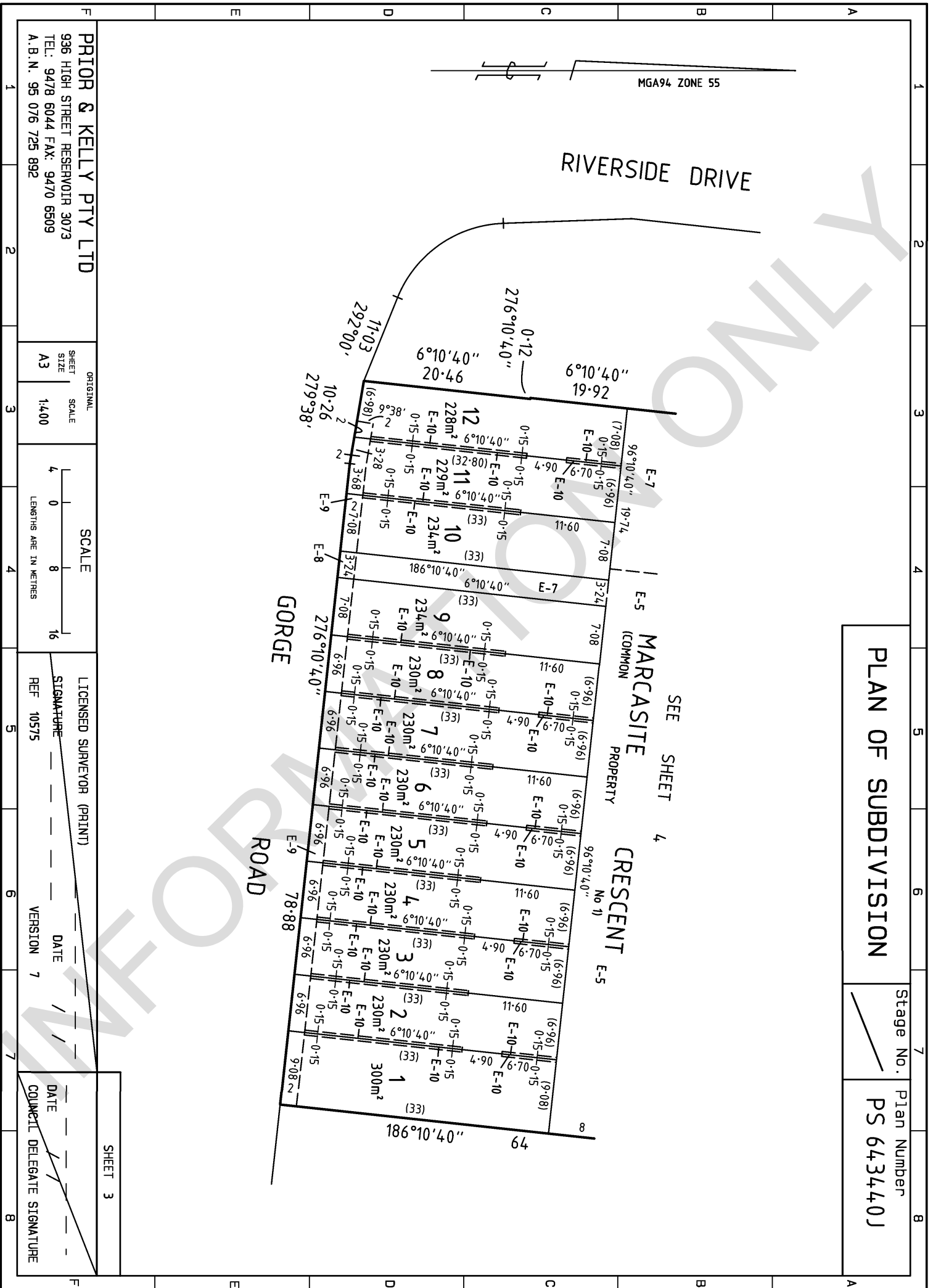
SIGNATURE _____ DATE / /

REF 10575 VERSION 7

SHEET 2

DATE / /

COUNCIL DELEGATE SIGNATURE _____



PLAN OF SUBDIVISION

Stage No. 7

Plan Number
PS 643440J

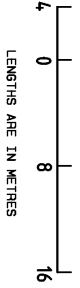
PRIOR & KELLY PTY LTD

936 HIGH STREET, RESENOVA 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 892

ORIGINAL
SHEET SIZE
A3

SCALE
1:400

SCALE



LICENSED SURVEYOR (PRINT)
SIGNATURE

REF 10575

DATE

VERSION 7

SHEET 3

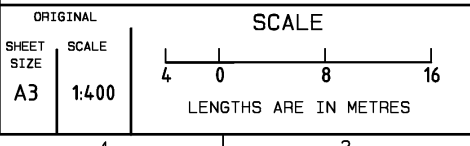
DATE
COUNCIL DELEGATE SIGNATURE

| | | |
|------------------------------|----------------|---------------------------|
| <h1>PLAN OF SUBDIVISION</h1> | Stage No. / | Plan Number PS 643440J |
|------------------------------|----------------|---------------------------|



PRIOR & KELLY PTY LTD
 936 HIGH STREET RESERVOIR 3073
 TEL: 9478 6044 FAX: 9470 6509
 A.B.N. 95 076 725 892

SHEET 4



LICENSED SURVEYOR (PRINT)
 SIGNATURE _____ DATE / /
 REF 10575 VERSION 7

DATE / /
 COUNCIL DELEGATE SIGNATURE _____



**City of
Whittlesea**

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

SUBDIVISION (PROCEDURES) REGULATIONS 2011

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

Certification

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

Public Open Space

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

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

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

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

INFORMATION ONLY



S F Robinson
15 Snapdragon Street.
SOUTH MORANG VIC 3752



029
I027328
R3_18117

Assessment number: 0894147

Property details

15 Snapdragon Street SOUTH MORANG VIC 3752
LOT 31 PS 643440J
AVPCC 120.2 Single Strata Unit

To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: F1EB169F4Z

Valuation details

Site Value \$110,000
Capital Improved Value \$490,000
Net Annual Value \$24,500
Valuation operative date 01/07/2024
Level of value date 01/01/2024

Issue date: 20/01/2025

Instalments

Amount payable by
28/02/2025
\$770.00

| | | |
|--------------|----------|-------------------|
| Instalment 3 | \$385.00 | Due By 28/02/2025 |
| Instalment 4 | \$385.00 | Due By 31/05/2025 |

Rates and charges

| | |
|-----------------------------|----------|
| Overdue amount | \$385.00 |
| 3rd instalment | \$385.00 |
| Total Payable by 28/02/2025 | \$770.00 |

Payments received after 20 January 2025 may not be included on this notice.



Scan here to pay



How to pay

whittlesea.vic.gov.au

Phone 1300 301 185

Council Offices
See the back of this notice for opening hours and locations

BPAY

Biller Code: 5157
Ref: 0894147
BPAY this payment via internet or phone banking

FlexiPay

Set up your flexible payment options.
Scan the QR code or visit
whittlesea-pay.enotices.com.au
 Bank Account

Post Billpay

Billpay Code: 0350
Ref: 8941478
Pay in person at any post office:
 131 816 or postbillpay.com.au
Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 8941478

Your quarterly bill



Emailed to: selwyn1@primus.com.au
 MR S ROBINSON
 15 SNAPDRAGON ST
 SOUTH MORANG VIC 3752

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 38 0447 7558
Invoice number 3806 2244 46601
Issue date 10 Feb 2025
 15 SNAPDRAGON ST

Property address SOUTH MORANG
Property reference 5087636, LOT 31

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Summary

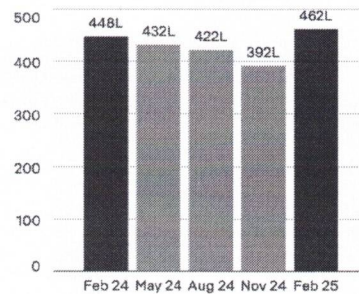
| | |
|---|-----------------|
| Previous bill | \$323.61 |
| Payment received thank you | -\$323.61 |
| Balance carried forward | \$0.00 |
| This bill | |
| Usage charges | \$149.90 |
| <i>Service charges</i> | |
| Water supply system | \$20.41 |
| Sewerage system | \$116.90 |
| Other authority charges | |
| Waterways and drainage | \$30.10 |
| Parks | \$21.50 |
| Total this bill (GST does not apply) | \$338.81 |
| Total balance | \$338.81 |



- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

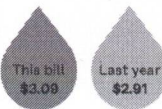
Target 150L of water use per person, per day.



Average use in litres per day

Your daily spend

This bill compared to the same time last year.
 Excludes other authority charges.



How to pay



Direct debit
 Sign up for Direct Debit at yvw.com.au/directdebit or call 1300 304 688.



EFT
 Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
 Account name: Yarra Valley Water
 BSB: 033-885
 Account number: 380431614



BPAY®
 Biller code: 344366
 Ref: 380 4477 5581



Centrepay
 Use Centrepay to arrange regular deductions from your Centrelink payments.
 Visit yvw.com.au/paying
 CRN reference: 555 054 118T



Post Billpay®
 Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au
 Biller code: 3042
 Ref: 3806 2244 46601



Credit Card
 Online: yvw.com.au/paying
 Phone: 1300 362 332



*3042 380622444660 1

MR S ROBINSON

| | |
|-----------------------|-------------------|
| Account number | 38 0447 7558 |
| Invoice number | 3806 2244 46601 |
| Total due | \$338.81 |
| Due date | 3 Mar 2025 |
| Amount paid | \$ |



Ross-Hunt

real estate

JLE Conveyancing
3/5 Devonshire Road
Sunshine 3020
jolie@jleconveyancing.com.au

13 March 2025

Dear Sir/Madam,

RE: O.C. NO. 643440J – Lot 31 – Unit 15/15 SNAPDRAGON STREET, SOUTH MORANG 3752

We acknowledge receipt of your application dated 4 March 2025 and enclose an Owners Corporation Certificate in accordance with the Owners Corporation Regulations 2007.

We also enclose for your information the following:

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

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

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

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

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

Yours faithfully,

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 643440J at LOST MANAGEMENT, 70C Gorge Road, SOUTH MORANG 3752

This notice is issued in respect of Lot No. 31 / Unit No. 15

Name of Vendor: Selwyn Francis Robinson

Applicant for the certificate is: JLE Conveyancing

Date application was received: 13/03/2025

The information in this certificate is issued on: 13/03/2025

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

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

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

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

31/03/2025

- (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: 788597211084143

- (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;

HU0006325

- (iii) the type of policy;

CHU Underwriting Residential Strata Insurance

- (iv) the buildings covered;

70 Gorge Road, SOUTH MORANG VIC 3752

- (v) the building amount;

\$17,750,000.00

- (vi) the public liability amount;

\$30,000,000.00

- (vii) the renewal date.

15/07/2025 (The current premium for the period 15/07/2024 – 15/07/2025 has been paid)

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

Not applicable

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

Cash at Bank \$28,073.27 as at 13/03/2025

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

None to our knowledge. The next Annual General Meeting date is 21/10/2025

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

None to our knowledge.

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

The Minders Pty Ltd

- (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 13/03/2025

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

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

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

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

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

No administrator is appointed.

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

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

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

Dated 13 March 2025

THE COMMON SEAL of OWNERS CORPORATION NO 643440J 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



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Renewal Schedule

CHU Residential Strata Insurance Plan

| | |
|-----------------------|--|
| Policy Number | HU0006325 |
| Policy Wording | CHU RESIDENTIAL STRATA INSURANCE PLAN |
| The Insured | OWNERS CORPORATION PLAN NO. PS 643440J |
| Situation | 70 GORGE ROAD SOUTH MORANG VIC 3752 |
| Policy Period | 15/07/2024 to 15/07/2025 at 4:00pm |

Policies Selected

Policy 1 – Insured Property

Building: \$17,750,000

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$2,662,500

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

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

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

Other excesses payable are shown in the Policy Wording.

Premium

| | |
|---------------------------|--------------------|
| Base Premium | \$25,094.92 |
| Levies | \$0.00 |
| GST | \$2,524.49 |
| Stamp Duty | \$2,760.44 |
| Admin Fee | \$150.00 |
| Total Payable | \$30,529.85 |
| HIVE STRATA Commission | \$3,764.23 |
| Commission GST | \$376.42 |

Date of Issue

16/07/2024

Refer to **Important Information** below for excess descriptions and confirmation of cover. Please refer to your Product Disclosure Statement and Policy Wording QM562-1023 for further terms and conditions that apply.

Important Information

Confirmation of cover

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

Your duty when you renew your policy

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

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

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

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

If anything is unclear, please contact us.

Excesses – explanatory notes

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

Water Damage Excess

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

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

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

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

MINUTES OF ANNUAL GENERAL MEETING
Owners Corporation Strata Plan No. 643440J
70C Gorge Road, South Morang VIC 3752, Australia
HELD ON: 22/10/2024 at 18:00
LOCATION: Online

PRESENT:

| Lot# | Unit# | Attendance | Owner Name |
|------|-------|------------|---|
| 6 | 6 | Yes | Anthony Calderone |
| 7 | 7 | Yes | Stella Georgiou |
| 9 | 9 | Yes | Jorge Soumilas & Madison, A. M. |
| 19 | 19 | Yes | Janaka Chathura Bandara Ekanayaka Mudiyansele |
| 27 | 27 | Yes | Mr J S Watt |
| 28 | 28 | No | Matthew J H Darmody & Whitney J Darmody (Apology) |
| 31 | 31 | Yes | Selwyn Francis Robinson |
| 34 | 34 | Yes | Nilushi Manjula Thennakoon |
| 40 | 40 | Yes | Dennis Oliveros Licuanan & Raquel Chavez Licuanan |

IN ATTENDANCE:

Meeta Jain representing Ross-Hunt Real Estate.

CHAIRPERSON(acting):

Meeta Jain

1. MANAGERS REPORT

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

2. COMMITTEE

Resolved that the following members were elected to the Committee: Asghar (Lot 4), Stella (Lot 7), Madison (Lot 9), Janaka (Lot 19), Didar (Lot 24), Selwyn (Lot 31) & Nilushi (Lot 34). The Committee elected Stella (Lot 7) as the Chairperson.

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

3. 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.

4. INSURANCE

Resolved that the Building Cover based on valuation conducted on 23/02/2024, which is \$19,020,000.00. Excess payable by Owner or Owners Corporation, depending on the claim.

| | | |
|--|--|--------------------------|
| Policy Number: HU0006325 | Type: CHU Residential Strata Insurance | Broker: |
| Insurer: CHU Underwriting Agencies Pty Ltd | Premium: \$30,529.85 | Paid On Date: 15/07/2024 |
| Policy Start Date: 15/07/2024 | Next Due Date: 15/07/2025 | |
| Cover | Sum Insured | Excess |
| Building | 17,750,000.00 | 2,000.00 |
| Fidelity Guarantee | 250,000.00 | |
| Lot Owners Fixtures & Improvements | 250,000.00 | |
| Office Bearers Liability | 5,000,000.00 | |
| Public Liability | 30,000,000.00 | |

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.

5. VALUATION

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

6. 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.

7. 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.

8. 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.

9. GUTTER CLEANING

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

10. CARETAKER

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

11. GENERAL BUSINESS

11.1 Signs: Resolved that Ross-Hunt Real Estate to obtain a quote for the supply and installation of visitor parking signs and waste collection area signs. Quote to be forwarded to the committee for approval. Cost to come from existing funds.

Notation: Three (3) visitor parking signs will be installed on the garage walls as per the plan endorsed by the local council. The signs will display the following message:

VISITOR PARKING AREA
No Parking during Waste Collection
Thursdays 6pm to Fridays 1pm

Notation: Two (2) waste collection area signs will be installed along properties on 2-10 Quarterhorse Drive. The signs will display the following message:

WASTE COLLECTION AREA
Please KEEP CLEAR
Thursdays 6pm to Fridays 1pm

11.2 Visitors Car Park Line Marking: Resolved that Ross-Hunt Real Estate to obtain a quote for line making six (6) visitor car bays. Quote to be forwarded to the committee for approval. Cost to come from existing funds.

11.3 Fire Hydrants: Resolved that Ross-Hunt Real Estate to confirm with the council whether the three (3) fire hydrants on the common property are considered essential service assets. Once confirmed, a quote for servicing the assets will be obtained and forwarded to the committee for approval. Cost to come from existing funds.

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

12. INTEREST ON OUTSTANDING FUNDS

Resolved that Ross-Hunt Real Estate be authorised on behalf of the Owners Corporation to charge interest on money owing to the Owners Corporation at a rate not exceeding the maximum rate of interest payable under the Penalty Interest Rates Act 1983. Such interest is to apply to both levies and normal contributions. The due dates for normal contributions are payable in advance commencing on 01/10/2024, 01/01/2025, 01/04/2025, 01/07/2025 and each subsequent year. Interest is to apply to contributions which are outstanding in excess of 30 days from the due date as set out. Levies are due and payable upon the date of issue. Interest will be charged on unpaid levies 30 days after this date. A late fee of \$20.00 will be issued if payment has not been received within this timeframe.

13. ATO REQUIREMENTS

It is resolved to appoint Alex Starr from Ross-Hunt Real Estate as an additional contact for the Owners Corporation with the Australian Tax Office (ATO). Resolved that once appointed, Ross-Hunt Real Estate will advise the committee of the tax status of the Owners Corporation and if required will lodge a Tax Return in order to meet the requirements of the ATO.

14. SINKING FUND

Resolved that no sinking fund be established for this property.

15. BUDGET

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

Resolved that the 12-month budget from the previous financial year ending 31/08/2024 will be rescinded, and the new budget will take effect from 01/09/2024.

16. CONTRIBUTIONS

Resolved that the total Annual Contributions as per budget to be \$62,400.00 and to be payable on a Quarterly basis in advance commencing 01/10/2025, 01/01/2025, 01/04/2025, 01/07/2025 in accordance with unit liability.

17. 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 Selwyn (Lot 31) and Madison (Lot 9) to sign the contract appointing Ross-Hunt Real Estate for a period of 12 months.

18. NEXT MEETING

Resolved that the next Annual General Meeting is to be held online on Tuesday, 21 October 2025 commencing at 6pm.

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

"Closing comment: There being no further comments, the chairperson declared the meeting closed at 18:54 on 22-10-2024."



Sales



Auctioneers



Buyers Advocacy



Rentals



Owners Corporation

**Approved Budget
to apply from 01/09/2024 -
31/08/2025**

Date : 23/10/2024
Time : 16:32
Username : Meeta Jain
Client Position : Strata Manager

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

Administrative Fund

| | | Approved Budget |
|------------------------|---|------------------------|
| Revenue | | |
| 143000 | Levies Due--Admin | 62,400.00 |
| 142500 | Interest on Arrears--Admin | 0.00 |
| | Total revenue | 62,400.00 |
| Less expenses | | |
| 150100 | Admin--Administration Fee | 3,000.00 |
| 153800 | Admin--Legal & Debt Collection Fees | 3,000.00 |
| 154000 | Admin--Management Fees | 9,000.00 |
| 159100 | Insurance--Premiums | 35,109.00 |
| 167200 | Maint Bldg--General Repairs | 4,400.00 |
| 176410 | Maint Grounds--Caretaking | 4,260.00 |
| 190200 | Utility--Electricity | 525.00 |
| 191600 | Utility--Water & Sewerage | 250.00 |
| | Total expenses | 59,544.00 |
| | | 2856.00 |
| Surplus/Deficit | | |
| | Opening balance | 24,677.13 |
| | Closing balance | \$27533.13 |
| | Total units of Liability | 4,000.00 |
| | Levy contribution per unit Liability | \$15.60 |
| | Budgeted standard levy revenue | 62,400.00 |
| | Add GST | 0.00 |
| | Amount to raise in levies including GST | \$62,400.00 |

Sinking Fund

Approved Budget

Revenue

242500 Interest on Arrears--Capital Works

Total revenue 0.00
0.00

Less expenses

Total expenses 0.00
0.00

Surplus/Deficit

Opening balance 0.00
0.00

Closing balance

\$0.00

Total units of Liability 4,000.00

Levy contribution per unit Liability \$0.00

Budgeted standard levy revenue 0.00

Add GST 0.00

Amount to raise in levies including GST \$0.00

INFORMATION ONLY

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.

ANNUAL FINANCIAL STATEMENTS

For the period 1 January 2024 to 31 December 2024

Prepared For

OC 643440J 70C Gorge Road

Plan No. 643440

70C Gorge Road
South Morang
Victoria 3752

Manager
Matt Amon
Charlane Pty Ltd t/as Hive Strata

Printed
10 September 2024

Balance Sheet

Administrative & Maintenance Fund

Owners Corporation for Plan No. 643440

As at 31st December 2024

70C Gorge Road South Morang Victoria 3752

ABN/ACN 64771105149

Assets

| | 2024 | 2023 |
|---------------------|---------------------|---------------------|
| Cash | 6,002.37 | 13,554.32 |
| Levies in Arrears | Note 7 21,158.76 | 5,366.63 |
| Total Assets | \$ 27,161.13 | \$ 18,920.95 |

Liabilities

| | | |
|----------------------------|--------------------|--------------------|
| Levies in Advance | 0.00 | 6,356.33 |
| Accounts Payable Liability | Note 8 2,484.00 | 0.00 |
| Total Liabilities | \$ 2,484.00 | \$ 6,356.33 |

| | | |
|-------------------|---------------------|---------------------|
| Net Assets | \$ 24,677.13 | \$ 12,564.62 |
|-------------------|---------------------|---------------------|

Equity

| | | |
|---------------------|---------------------|---------------------|
| Administrative Fund | 24,677.13 | 12,564.62 |
| Maintenance Fund | 0.00 | 0.00 |
| Total Equity | \$ 24,677.13 | \$ 12,564.62 |

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. 643440

1 January 2024 to 31 December 2024

70C Gorge Road South Morang Victoria 3752

ABN/ACN 64771105149

| Income | Actuals | Budget | Actuals | Budget |
|--|----------------------|----------------------|---------------------------|----------------------|
| | 01/01/24 31/12/24 | 01/01/24 31/12/24 | 01/01/23 31/12/23 | 01/01/23 31/12/23 |
| | | | (PRIOR YEAR) (PRIOR YEAR) | |
| Insurance Claim - excess | 2,000.00 | 0.00 | 0.00 | 0.00 |
| Levies - Debt recovery costs | 2,310.00 | 0.00 | 330.00 | 0.00 |
| Levies - normal | 61,000.00 | 61,000.00 | 13,000.00 | 47,000.00 |
| Levies - other | 12,000.00 | 0.00 | 7,931.27 | 0.00 |
| Levies - special | 8,400.00 | 0.00 | 0.00 | 0.00 |
| Mutual Revenue - penalty interest | 411.39 | 0.00 | 164.64 | 0.00 |
| Strata Setup - Balance Brought Forward | 0.00 | 0.00 | 3,117.74 | 0.00 |
| Total Administrative Fund Income | 86,121.39 | 61,000.00 | 24,543.65 | 47,000.00 |
| Expenditure | | | | |
| Car Park (External) | 966.00 | 0.00 | 0.00 | 0.00 |
| Caretaking Services | 2,792.28 | 4,200.00 | 1,986.86 | 4,200.00 |
| Consultant - Long Term Maintenance Plan (LTMP) | 944.00 | 0.00 | 0.00 | 0.00 |
| Electrical Repairs | 0.00 | 0.00 | 1,859.00 | 2,000.00 |
| Electricity | 623.35 | 500.00 | 438.17 | 900.00 |
| General Repairs | 4,349.80 | 5,140.00 | 0.00 | 5,000.00 |
| Insurance Claim - excess | 2,000.00 | 0.00 | 0.00 | 0.00 |
| Insurance Premiums | 45,966.43 | 36,000.00 | 0.00 | 23,600.00 |
| Legal Services | 0.00 | 0.00 | 385.00 | 0.00 |
| Legal Services - debt recovery | 2,310.00 | 0.00 | 330.00 | 0.00 |
| Plumbing & Drainage | 0.00 | 1,000.00 | 0.00 | 1,000.00 |
| Strata Manager - additional services | 1,584.00 | 0.00 | 0.00 | 0.00 |
| Strata Manager - management fees | 10,470.00 | 13,960.00 | 6,980.00 | 14,650.00 |
| Valuer - insurance valuation | 1,800.00 | 0.00 | 0.00 | 0.00 |
| Water | 203.02 | 200.00 | 0.00 | 200.00 |
| Total Administrative Fund Expenditure | 74,008.88 | 61,000.00 | 11,979.03 | 51,550.00 |
| Surplus / Deficit for period | 12,112.51 | 0 | 12,564.62 | (4,550.00) |

Income and Expenditure Statement (continued)

Administrative Fund

Owners Corporation for Plan No. 643440
70C Gorge Road South Morang Victoria 3752

1 January 2024 to 31 December 2024
ABN/ACN 64771105149

Summary

| | |
|---|---------------------|
| Opening Balance as at 1 January 2024 | 12,564.62 |
| Total Revenue during period | 86,121.39 |
| Total Expenditure during period | (74,008.88) |
| Administrative Fund balance as at 31 December 2024 | \$ 24,677.13 |

INFORMATION ONLY

Notes To Financial Statements

Owners Corporation for Plan No. 643440

70C Gorge Road South Morang Victoria 3752

ABN/ACN 64771105149

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners. (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption. (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 Levies in Arrears - also see note 2

| Detail | Amount |
|-------------------------------|---------|
| Lot: 1 Unit: 88a Gorge | 400.00 |
| Lot: 2 Unit: 88 Gorge | 400.00 |
| Lot: 3 Unit: 86 Gorge | 1106.14 |
| Lot: 4 Unit: 84 Gorge | 400.00 |
| Lot: 5 Unit: 82 Gorge | 400.00 |
| Lot: 6 Unit: 80 Gorge | 400.00 |
| Lot: 7 Unit: 78 Gorge | 400.00 |
| Lot: 8 Unit: 76 Gorge | 400.00 |
| Lot: 9 Unit: 74 Gorge | 400.00 |
| Lot: 10 Unit: 72 Gorge | 400.00 |
| Lot: 11 Unit: 70a Gorge | 400.00 |
| Lot: 12 Unit: 70 Gorge | 400.00 |
| Lot: 13 Unit: 20 Snapdragon | 400.00 |
| Lot: 14 Unit: 18 Snapdragon | 1221.32 |
| Lot: 15 Unit: 16 Snapdragon | 400.00 |
| Lot: 16 Unit: 14 Snapdragon | 400.00 |
| Lot: 17 Unit: 12 Snapdragon | 400.00 |
| Lot: 18 Unit: 10 Snapdragon | 400.00 |
| Lot: 19 Unit: 8 Snapdragon | 400.00 |
| Lot: 20 Unit: 6 Snapdragon | 400.00 |
| Lot: 21 Unit: 4 Snapdragon | 400.00 |
| Lot: 22 Unit: 2 Snapdragon | 400.00 |
| Lot: 23 Unit: 8 Quarterhorse | 434.64 |
| Lot: 24 Unit: 10 Quarterhorse | 400.00 |

These notes (other than notes added by the owners corporation manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants. The accuracy of data used to generate the accounts is the responsibility of the software user.

Notes To Financial Statements

Owners Corporation for Plan No. 643440

70C Gorge Road South Morang Victoria 3752

ABN/ACN 64771105149

| Detail | Amount |
|-------------------------------|---------------------|
| Lot: 25 Unit: 3 Snapdragon | 400.00 |
| Lot: 29 Unit: 11 Snapdragon | 4847.48 |
| Lot: 30 Unit: 13 Snapdragon | 400.00 |
| Lot: 31 Unit: 15 Snapdragon | 400.00 |
| Lot: 32 Unit: 26 Quarterhorse | 700.00 |
| Lot: 33 Unit: 24 Quarterhorse | 400.00 |
| Lot: 34 Unit: 22 Quarterhorse | 400.00 |
| Lot: 35 Unit: 20 Quarterhorse | 400.00 |
| Lot: 36 Unit: 18 Quarterhorse | 400.00 |
| Lot: 38 Unit: 19 Quarterhorse | 400.00 |
| Lot: 39 Unit: 7 Marcasite | 849.18 |
| Lot: 40 Unit: 9 Marcasite | 400.00 |
| | \$ 21,158.76 |

Note 8 Accounts Payable Liability

| Detail | Amount |
|---|--------------------|
| Charlane Pty Ltd t/as Hive Strata OC22@OC643440 | 484.00 |
| TBS Tymaline Building Services 97452 | 2000.00 |
| | \$ 2,484.00 |

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*.

From www.land.vic.gov.au at 13 March 2025 11:16 AM

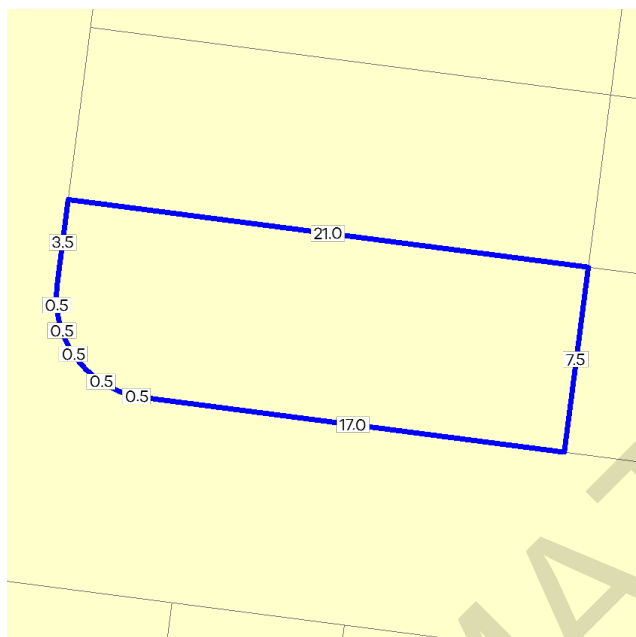
PROPERTY DETAILS

Address: **15 SNAPDRAGON STREET SOUTH MORANG 3752**
Lot and Plan Number: **Lot 31 PS643440**
Standard Parcel Identifier (SPI): **31\PS643440**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **894147**
Directory Reference: **Melway 183 H12**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 153 sq. m

Perimeter: 55 m

For this property:

— Site boundaries

— Road frontages

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

7 overlapping dimension labels are not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

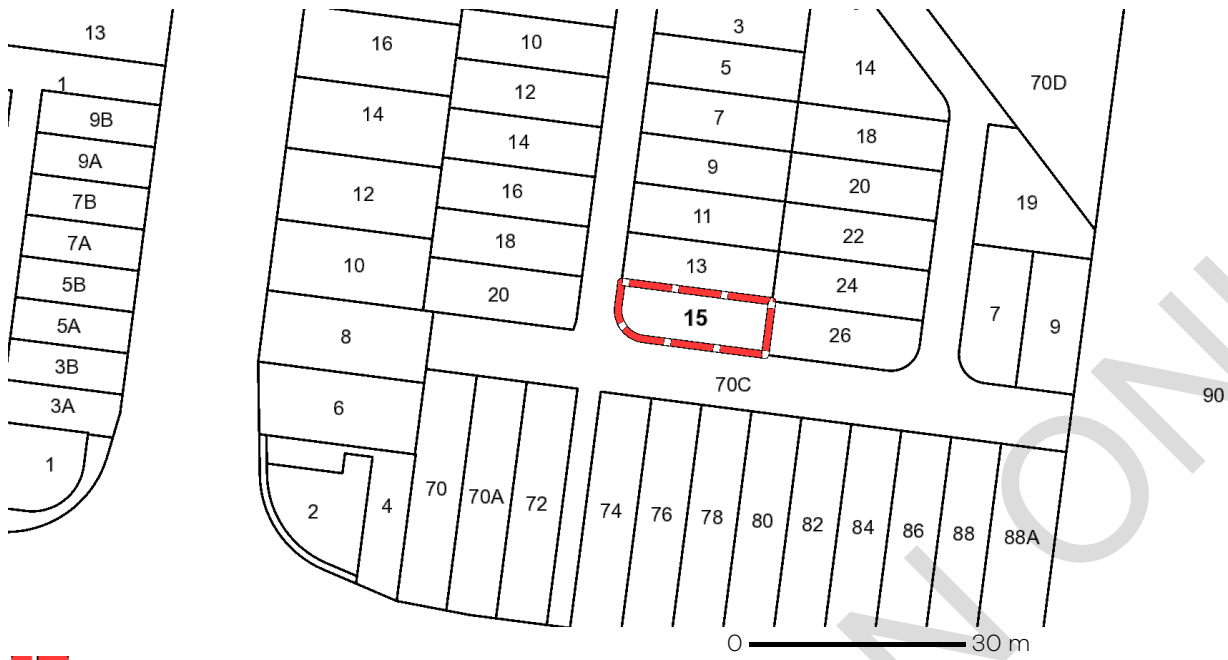
The Planning Property Report for this property can be found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

From www.planning.vic.gov.au at 13 March 2025 11:17 AM

PROPERTY DETAILS

Address: **15 SNAPDRAGON STREET SOUTH MORANG 3752**
 Lot and Plan Number: **Lot 31 PS643440**
 Standard Parcel Identifier (SPI): **31\PS643440**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **894147**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 183 H12**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

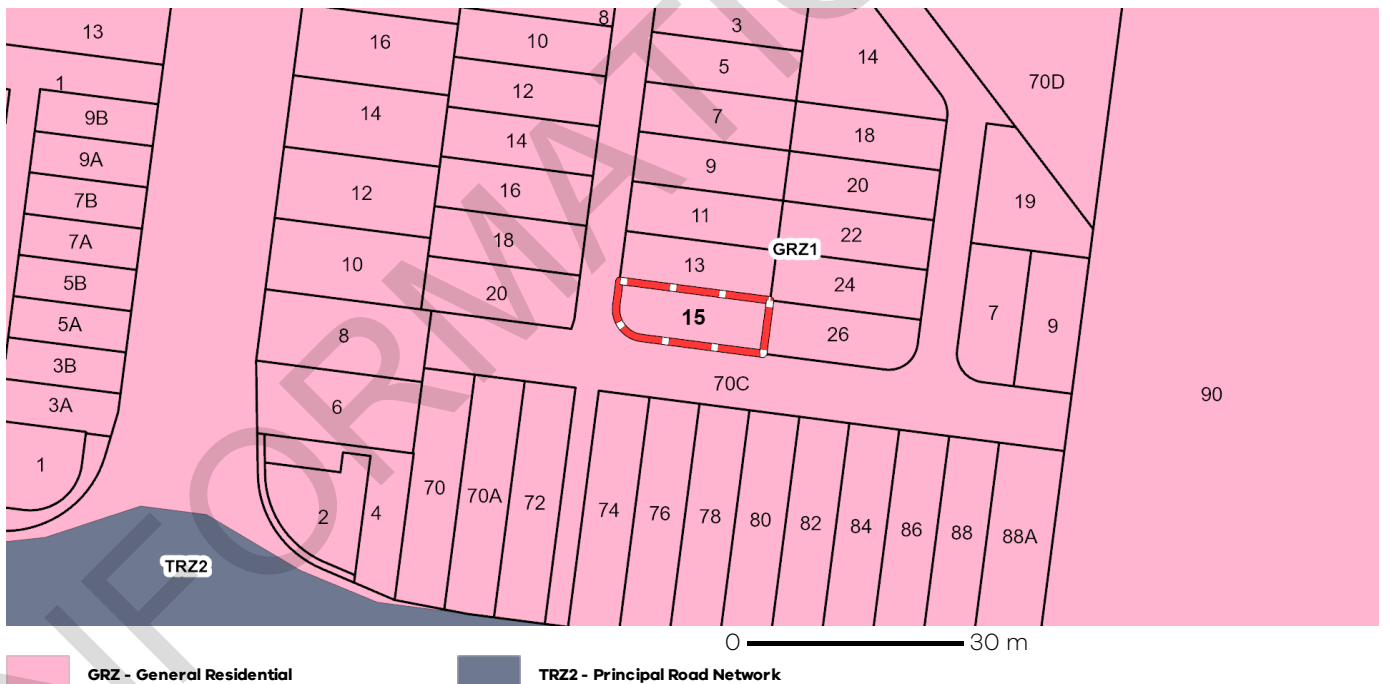
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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

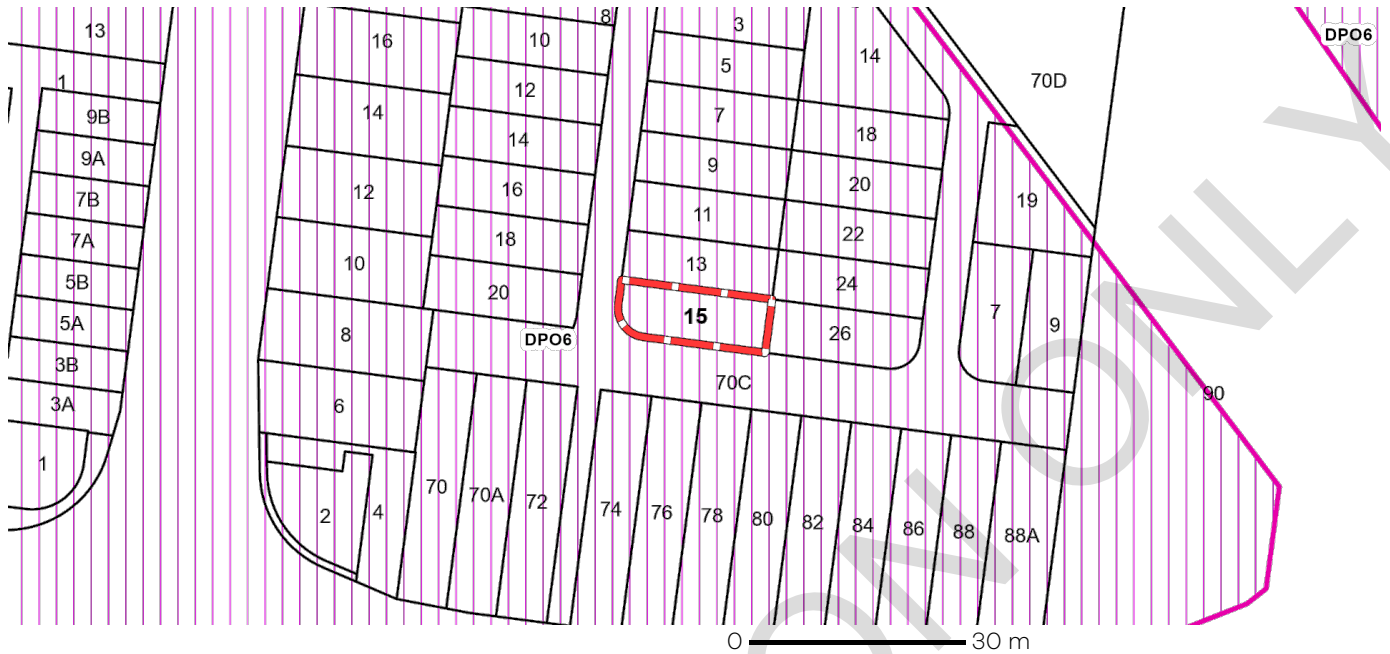


GRZ - General Residential **TRZ2 - Principal Road Network**
 Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 6 (DPO6)

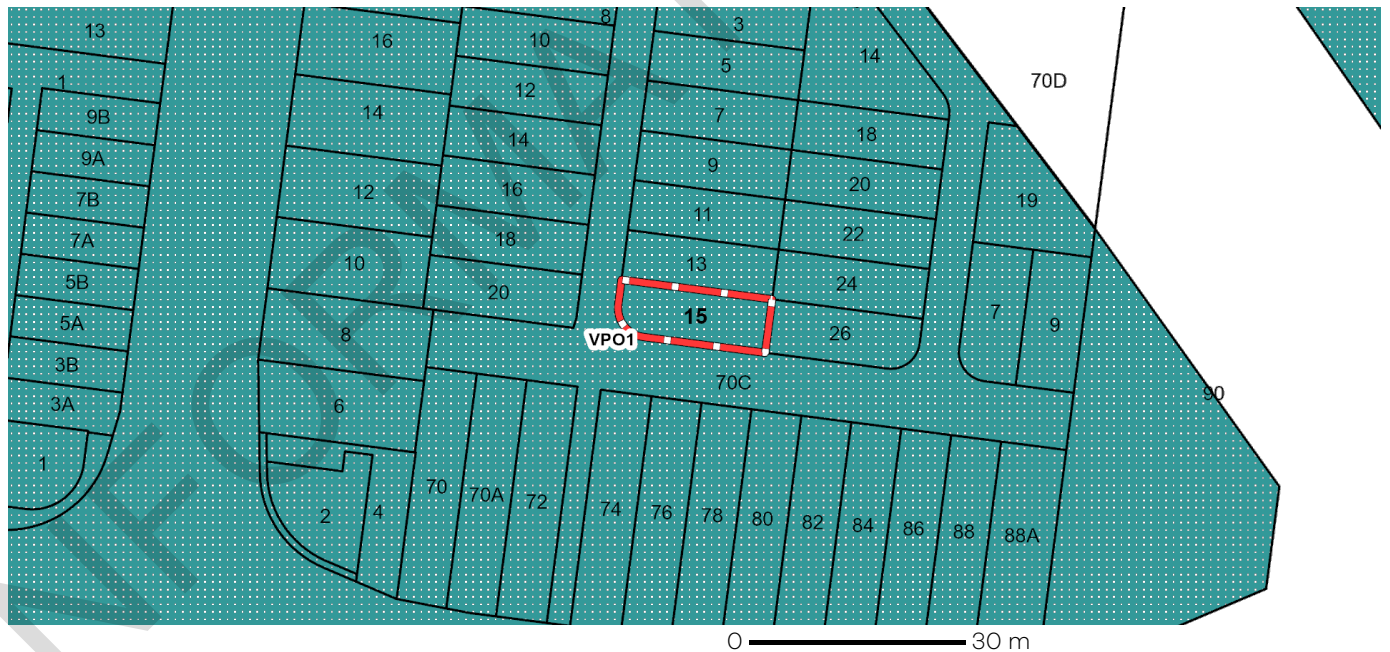


 **DPO - Development Plan Overlay**

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



 **VPO - Vegetation Protection Overlay**

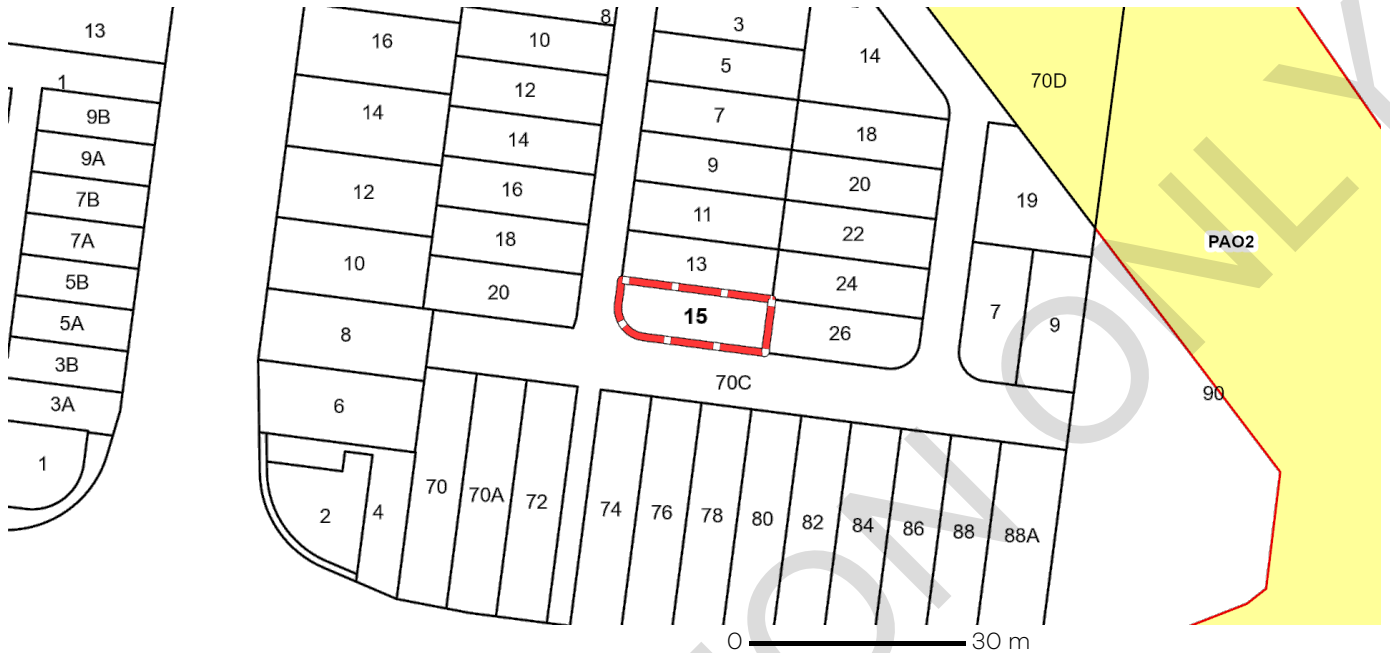
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

PUBLIC ACQUISITION OVERLAY (PAO)



 PAO - Public Acquisition Overlay

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

Further Planning Information

Planning scheme data last updated on 13 March 2025.

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

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

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

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

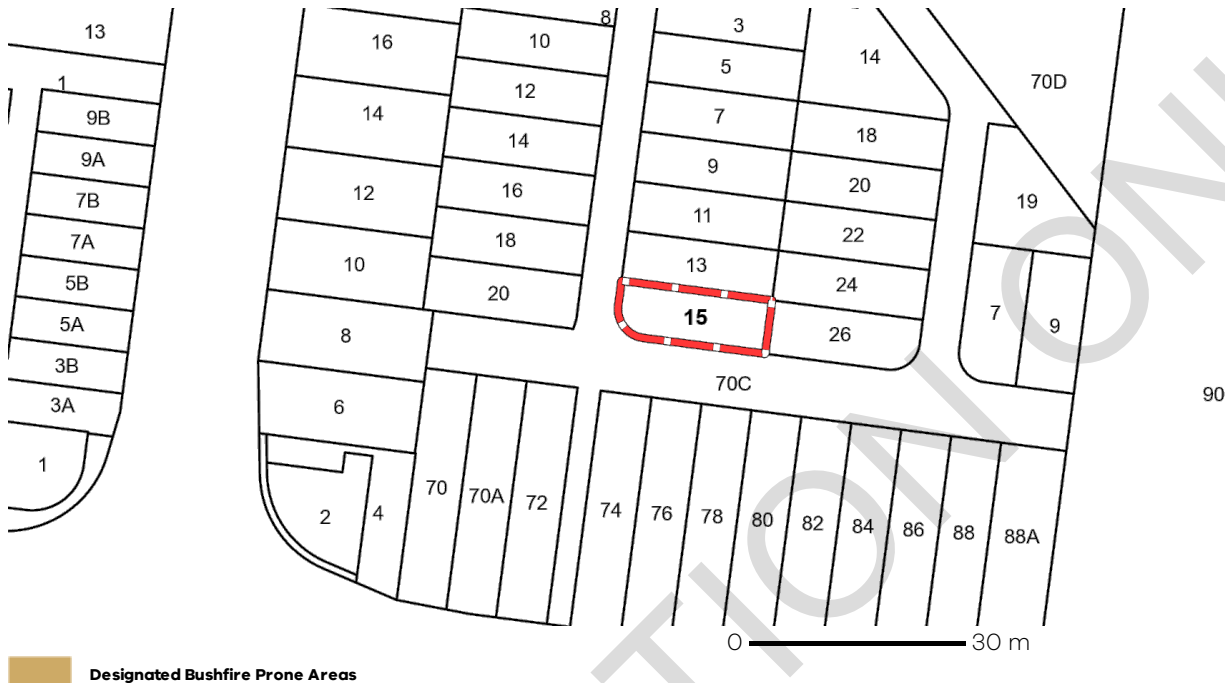
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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