

Contract of sale of land

Property: 1/411 MURRAY ROAD, PRESTON VIC 3072

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

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

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

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WARNING TO ESTATE AGENTS

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

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

Contract of sale of land

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

The terms of this contract are contained in the -

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

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

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

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not 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

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

Zlatko Mickoski

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE VENDOR:

on

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

Mirjana Mickoska

State nature of authority, if applicable:

Not 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:
Address:
Email:
Tel: Mob: Fax:
Ref:

Vendor

Name:
Address:
ABN/ACN:
Email:

Vendor

Name:
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

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

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference		being lot	on plan
Volume: <input type="text" value="12366"/>	Folio: <input type="text" value="683"/>	<input type="text" value="1"/>	<input type="text" value="836209L"/>

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:

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)**Payment**

Price:

Deposit by (of which \$ has been paid)

Balance payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general condition 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

a residential tenancy for a fixed term ending on []

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the

box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

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

Lender: []

(or another lender chosen by the purchaser)

Loan amount: no more than \$ 0 [] Approval date: []

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

INFORMATION ONLY

Special Conditions

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

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

GC 23 – special condition

- For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

GC 28 – special condition

- General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

INFORMATION ONLY
1/411 MURRAY ROAD, PRESTON VIC 3072

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:)

)

.....

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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



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

SCHEDULE 5

Sch. 5

[Regulation 6](#)

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

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

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

Copies of the rules

Sch. 5

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

Questions

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

Forbidden activities at auctions

The law forbids any of the following—

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

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

Who made the bid?

Sch. 5

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

It is an offence to disrupt an auction

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

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

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

What law applies

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

Sch. 5

SPECIAL CONDITIONS

1 INTERPRETATION

- 1.1 "Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking business.
- 1.2 "General Conditions" means the General Conditions incorporated into the Law Institute of Victoria and Real Estate Institute of Victoria Limited copyright contract 2008 version.
- 1.3 "Land" means the Land being sold described in the Particulars of Sale.
- 1.4 "Particulars of Sale" means the Particulars of Sale to which these special conditions are attached.
- 1.5 "Vendor's Statement" means a statement in accordance with section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.
- 1.6 Headings are part of this contract but are for identification purposes only.
- 1.7 Where there is more than one person comprising the vendor or purchaser each such person shall be bound jointly and severally.
- 1.8 Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

2 IDENTITY

The purchaser admits that the Land as offered for sale and inspected by the purchaser is identical to that described in the title particulars in the Vendor's Statement herewith. The purchaser cannot make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in the area or measurements or call upon the vendor to amend title.

3 PLANNING AND RESTRICTIONS

- 3.1 The purchaser acknowledges they have satisfied themselves of the location of all structures.
- 3.2 The purchaser further accepts that the property is sold subject to all encumbrances and restrictions including easements, covenants, appurtenant easements, implied easements, leases and any rights of any other person, whether they are disclosed or not.
- 3.3 The property is also sold subject to all restrictions as to the use of the Land pursuant to any legislation or regulation or requirement made by any authority under any order, plan, permit, scheme or overlay. No such restriction shall constitute a defect in the vendor's title.
- 3.4 The purchaser shall not make any claim against the vendor whatsoever in respect of any of the abovementioned points.

4 ENTIRE AGREEMENT AND NO REPRESENTATIONS

- 4.1 This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or in the Vendor's Statement which may have been made for or on behalf of the vendor is hereby withdrawn and shall not be relied upon by the purchaser.
- 4.2 The purchaser agrees that he is not relying upon any representation made by or on behalf of the vendor to the purchaser or a representative of the purchaser and that the purchaser is relying upon his own enquiries made before signing this contract.
- 4.3 If any provision of this contract and/ or its application are deemed unfair, unenforceable or void under Australian consumer law then that part will be deemed severed from this contract and the remaining clauses shall not be affected and will remain enforceable.

5 GUARANTEE

- 5.1 Where the purchaser is a corporation (or a trust with a corporate trustee) not listed on an Australian stock exchange, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed in compliance the Corporations Act (2001) Cth and with a pen-and-ink wet signature.
- 5.2 Where the purchaser is a trust where the trustees are natural persons, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed with a pen-and-ink wet signature.
- 5.3 This contract is conditional upon a digital copy of the signed guarantee being delivered via electronic means to the vendor's representative within three business days of the contract date, and the original signed guarantee being delivered to the vendors representative prior to settlement. If the duly completed and executed guarantee is not delivered within the times specified, the purchaser shall be in default under this contract.
- 5.4 Should the purchaser not comply with this condition, in addition to the vendors other rights under this contract, the purchaser shall pay the vendor's legal costs of \$660.00.

6 BUILDING

- 6.1 The purchaser acknowledges and declares that they have purchased the property as a result of their own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.
- 6.2 The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian building regulations, municipal by-laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed.
- 6.3 Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the vendor's title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.

7 GOODS

- 7.1 The purchaser shall not require the chattels fixtures and fittings to be in working order at the date of settlement, nor shall any compensation be claimed against the vendor thereto.
- 7.2 The purchaser acknowledges that he has satisfied himself of the condition of all fittings, appliances and chattels included in this sale.

8 TIME AND SETTLEMENT

- 8.1 If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the balance on the settlement date, that obligation must be performed by no later than 5:00pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation, then the party who fails to perform that obligation by the stated time on the date shall be in default.
- 8.2 The purchaser shall provide a completed statement of adjustments ("adjustments") as well as all searches relied on in making their calculations no later than seven (7) Business Days before the settlement in order to provide the vendor and the vendor's representative sufficient time to communicate with the vendor, confirm the information contained within the adjustments and to provide directions for the proceeds of settlement funds.

- 8.3 The purchaser shall complete all tasks and compel their mortgagee (and any other party required by the purchaser to complete the settlement) to complete all tasks on the electronic settlement platform, that is required to bring the workspace (or any other such similar name) to a status that settlement is ready to proceed, a minimum of one hour prior to the agreed, scheduled settlement time.
- 8.4 Should settlement be delayed from the agreed, scheduled time on the due date for settlement due to an action or non- action by the purchaser or the purchaser's mortgage, each such delay shall be deemed a default.
- 8.5 The purchaser shall pay to the vendor's representative \$55.00 for each breach or default of the clauses contained within this condition to allow for the vendor's extra conveyancing costs (including communicating with the vendor, the real estate agent and the vendor's mortgagee) due to the purchaser's delay or default.
- 8.6 If the vendor's mortgagee(s) and/or caveator(s) are unable to rebook settlement immediately due to a purchaser's default in settlement, the purchaser's delay in settlement will be deemed to be the date
- that the vendor's mortgagee(s) and/or caveator(s) are in a position to settle and interest and other costs payable under this clause shall be payable until settlement occurs.

10 **DEFAULT**

- 10.1 General Conditions 32-35 (GC32-35) contained in the contract of sale of real estate prescribed under section 99 of the Estate Agents Act 1980 shall not apply to the contract attached hereto and the following special condition shall apply instead.
- 10.2 A purchaser who breaches this contract must pay to the vendor on demand:
- a) The full amount payable under the contract attached hereto, whether due to be paid or not; and
 - b) Compensation for any reasonably foreseeable loss to the vendor resulting from the breach; and
 - c) Any interest due under the contract attached hereto as a result of the breach.
- 10.3 The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever or however arising. The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following reasonably foreseeable losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of the contract:

- a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- b) Interest, charges and other expenses payable by the vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement;
- c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- d) Any additional legal costs and expenses occasioned by the default as between client and conveyancer and/ or solicitor and client on an indemnity basis;
- e) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property;

10.4 General Condition 33 is deleted. If the purchaser defaults in payment of any money under this contract the purchaser shall pay to the vendor interest at the rate being 4 per cent higher than the rate prescribed from time to time pursuant to section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the vendor.

11 DEPOSIT

- 11.1 The vendor and the purchaser hereby authorise the vendor's representative to invest the whole or any part of the deposit in an Australian trading banking institution, but the representative need not invest the deposit.
- 11.2 The purchaser shall, within three Business Days of being requested to do so, provide their tax file number to the vendor's representative.
- 11.3 Any interest that is accrued on the deposit money less investment expenses will be paid to the party entitled to the deposit on the date on which the deposit is released to that party.
- 11.4 In the event that the purchaser is entitled to the deposit monies, the purchaser is not entitled to any interest on the deposit unless and until the purchaser advises the vendor's representative of the purchaser's tax file number.
- 11.5 If the due date for the payment of the deposit is not completed in the particulars of sale then the vendor and purchaser agree that the deposit is immediately due and payable to the vendor on the day of sale of this contract.

12 **MERGER**

All obligations which remain to be performed by the purchaser after settlement shall remain in full force and effect notwithstanding the settlement. However, all terms and conditions to be performed by the vendor shall merge absolutely in the registration of the transfer of land to the purchaser.

13 **FOREIGN INVESTMENT REVIEW BOARD (FRB) APPROVAL**

- 13.1 If the named purchaser or the nominated purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval ("FIRB approval") from the Foreign Investment Review Board ("FIRB") of the Commonwealth of Australia and shall be deemed to be in default under this contract unless a copy of the FIRB approval letter is provided for the named purchaser and/or the nominated purchaser or evidence that the named purchaser or the nominated purchaser meet the criteria to be exempt from obtaining approval FIRB approval on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the nomination form (whichever is the earlier date).
- 13.2 The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the Land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract.
- 13.3 The vendor shall retain an equitable interest in the Land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

14 **EXTENSION REQUESTS**

Should the purchaser request an extension to any condition enduring for the benefit of the purchaser (excluding the settlement date) the purchaser must pay \$220.00 to the vendor's representative at settlement, for each extension request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

15 **VARIATION REQUEST**

Should the purchaser request any variation to the settlement date or other variation of the terms of this contract after the date of sale, the purchaser must pay \$220.00 to the vendor's representative at settlement, for each variation request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

16 **SOLAR PANELS**

In respect of any solar panels that are installed at the property, the vendor warrants that they are owned by the vendor and will be unencumbered and transferred to the purchaser at settlement. However, the vendor makes no warranties or any representations in relation to their condition, any electricity generated by them, that they have been properly installed, their input or feed in tariff rate. Any agreement between the vendor and the purchaser with an energy supplier will not pass to the purchaser and shall cease at settlement.

17 **NOTICES**

A default or rescission notice given by the purchaser to the vendor under this contract shall only be delivered by pre- paid post and shall be taken to be made and received three Business Days after the day of posting, or where it is posted in the period between 20th December and 7th January in each year, shall be deemed to be received three Business Days after the 7th January following the date of postage.

18 **LEASE AGREEMENTS**

Where the property is sold with a lease, the purchaser shall not be entitled to any other lease or tenancy documentation other than that attached to the Vendor's Statement. The purchaser will not require the vendor to provide any further lease or tenancy documentation or amend the documentation nor pay any costs of amending the documentation. The purchaser will not be entitled to refuse or delay settlement or claim any compensation or damages as a result of the vendor not being able to deliver an original copy of the lease or tenancy documentation at settlement. This special condition shall not merge with settlement.

19 **POWER OF ATTORNEY**

Where the Contract of Sale is executed by the vendor pursuant to a POA, the purchaser shall not be entitled to make any objection to the execution of the Contract of Sale and/or any other documents authorised under a Power of Attorney with the only exception being to confirm whether or not the Power of Attorney has been revoked prior to settlement.

INFORMATION ONLY

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	1/411 MURRAY ROAD, PRESTON VIC 3072	
Vendor's name	Zlatko Mickoski	Date
Vendor's signature		
Vendor's name	Mirjana Mickoska	Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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 of 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 Land subject to Tax Reform scheme

Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**?

(a)

(b) If yes to 1.5(a), please provide:

i. the AVPCC* most recently allocated to the land; AND

ii. the entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

* AVPCC means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024**.

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.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

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.

*Is as follows:

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information

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:

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:

5. BUILDING PERMITS

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years (required only where

there is a residence on the land).

Are contained in the attached certificate.

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*

6.4 The owners corporation is an inactive owners corporation.²

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electric 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

Not applicable.

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (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.)

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)

1/411 MURRAY ROAD, PRESTON VIC 3072
Register Search Statement (Copy of Title) - Volume 12366 Folio 683
Copy of Plan - PS836209L
Owners Corporation Basic Report - 1/PS836209L
Vicroads: Vicroads Certificate - 12366/683
Darebin: Land Information Certificate - 12366/683
Darebin: Building Approval 326 (1) - 12366/683 - Priority
DELWP: Planning Certificate Express - 12366/683
Yarra Valley Water: Water Information Statement - 12366/683
State Revenue Office: Land Tax Certificate - 12366/683 - 1/411 MURRAY ROAD, PRESTON VIC 3072

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 12366 FOLIO 683

Security no : 124127443668B
Produced 25/08/2025 01:08 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 836209L.
PARENT TITLE Volume 04571 Folio 092
Created by instrument PS836209L 02/04/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ZLATKO MICKOSKI
MIRJANA MICKOSKA both of 6 TAMARA COURT THOMASTOWN VIC 3074
PS836209L 02/04/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY231667V 23/07/2024
SUNCORP-METWAY LTD

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

DIAGRAM LOCATION

SEE PS836209L 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: UNIT 1 411 MURRAY ROAD PRESTON VIC 3072

ADMINISTRATIVE NOTICES

NIL

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

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS836209L

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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INFORMATION ONLY



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 25/08/2025 01:52:29 PM

OWNERS CORPORATION 1
PLAN NO. PS836209L

The land in PS836209L is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

411 MURRAY ROAD PRESTON VIC 3072

OC055193B 02/04/2022

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:

OC055193B 02/04/2022

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Total	30.00	30.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 25/08/2025 01:52:29 PM

**OWNERS CORPORATION 1
PLAN NO. PS836209L**

Statement End.

INFORMATION ONLY

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS836209L
Number of Pages (excluding this cover sheet)	2
Document Assembled	25/08/2025 13:52

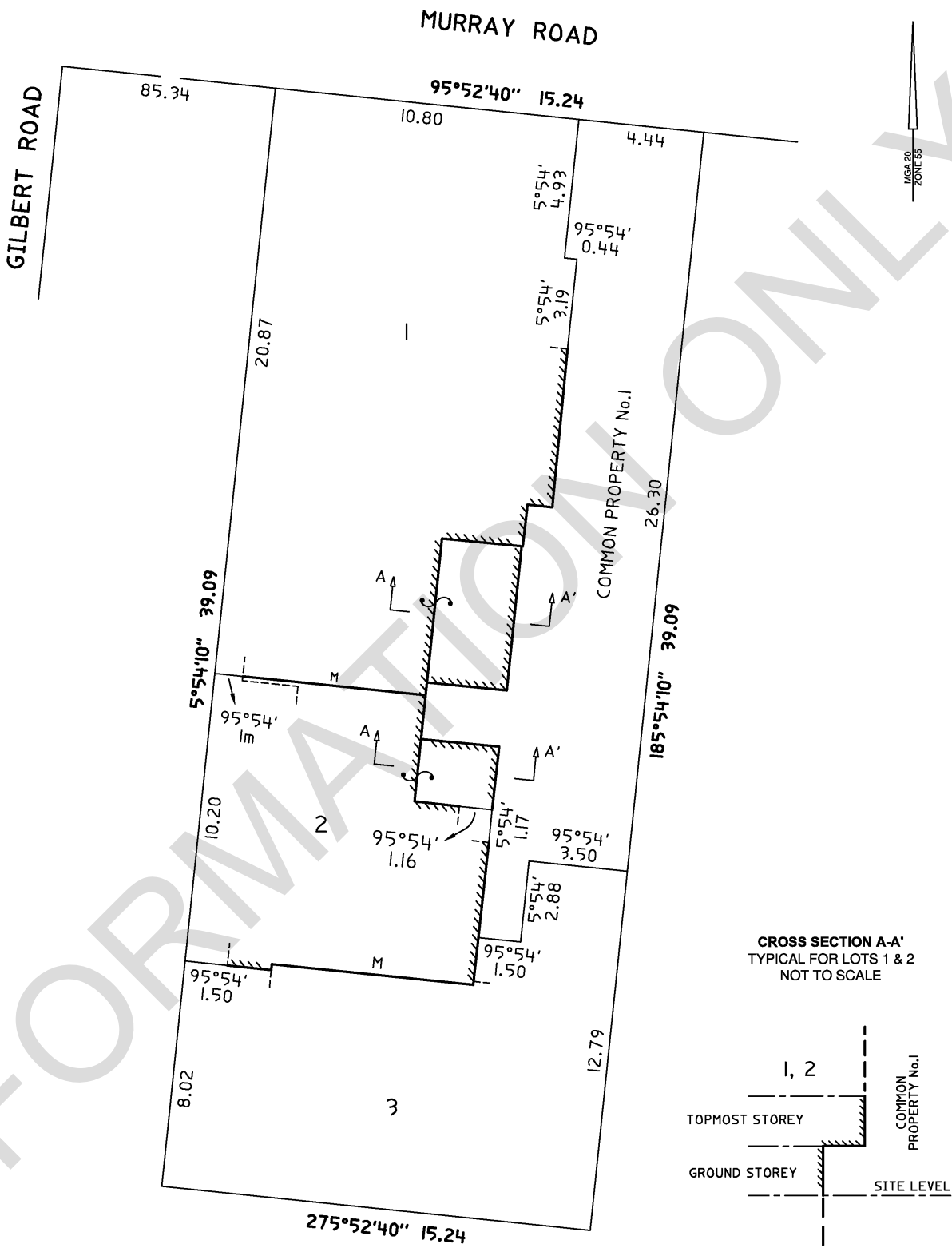
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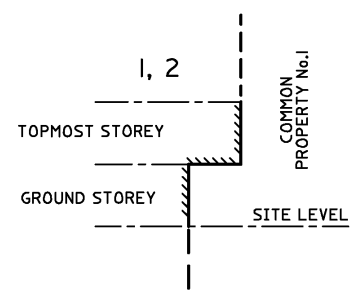
The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		EDITION 1	PS 836209L		
LOCATION OF LAND		Council Name: Darebin City Council Council Reference Number: SUB/228/2020 Planning Permit Reference: D/627/2020 SPEAR Reference Number: S165725T			
PARISH :	Jika Jika	Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 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 been satisfied Digitally signed by: Lisa Coleiro for Darebin City Council on 21/05/2021			
SECTION :	-				
CROWN ALLOTMENT :	-				
CROWN PORTION :	144 (Part)				
TITLE REFERENCE :	Vol. 4571 Fol. 092				
LAST PLAN REFERENCE :	LP8610 Lot 1				
POSTAL ADDRESS : (At time of subdivision)	411 Murray Road Preston. 3072				
MGA20 CO-ORDINATES (of approx centre of land in plan)	E 323015 ZONE:55 N 5821470 GDA 20				
VESTING OF ROADS AND/OR RESERVES				NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON			BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS Median: Boundaries marked M Exterior Face : All other boundaries Hatching within a parcel indicates that the structure of the relevant walls is contained within that parcel Common Property No.1 is all the land in the plan except for lots 1 to 3 inclusive	
NIL	NIL				
NOTATIONS					
DEPTH LIMITATION DOES NOT APPLY		<div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold;"> LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES </div>			
SURVEY: THIS PLAN IS BASED ON SURVEY. STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT NO. D/627/2020. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK 624. IN PROCLAIMED SURVEY AREA NO. -					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
IMPLIED RIGHTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
Licensed Land Surveyors Development Consultants Town Planners Tel 9370 9925 Fax 9372 8796 PO Box 148 Ascot Vale Vic 3032 info@anthonyfordsurveying.com.au www.anthonyfordsurveying.com.au		SURVEYORS REF: 4837	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2	
		Digitally signed by: Anthony Ian Ford, Licensed Surveyor, Surveyor's Plan Version (02), 19/05/2021, SPEAR Ref: S165725T		PLAN REGISTERED TIME: 1.22pm DATE: 2/4/2022 A.R.T. Assistant Registrar of Titles	

PS 836209L



CROSS SECTION A-A'
TYPICAL FOR LOTS 1 & 2
NOT TO SCALE



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1170539

APPLICANT'S NAME & ADDRESS

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

MELBOURNE

VENDOR

MICKOSKI, ZLATKO

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

366904

This certificate is issued for:

LOT 1 PLAN PS836209 ALSO KNOWN AS 1/411 MURRAY ROAD PRESTON
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 2
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

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

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

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

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

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

LANDATA@

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

25 August 2025

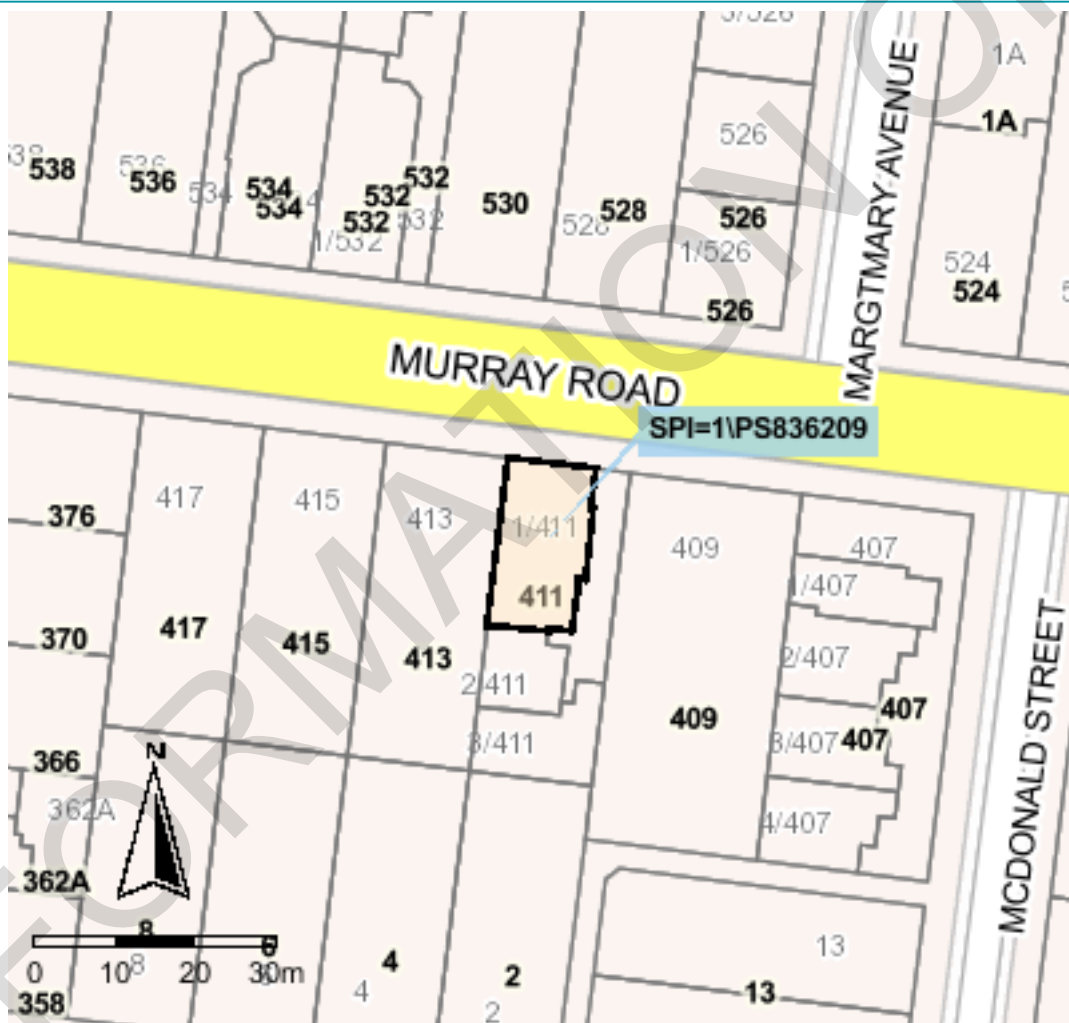
Sonya Kilkeny
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.a

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: 366904

NO PROPOSALS. As at the 25th August 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 1 411 MURRAY ROAD, PRESTON 3072
CITY OF DAREBIN

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

Date of issue: 25th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77876547 - 77876547135122 '366904'

26 August 2025

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001



Dear Sir/ Madam,

RE: 1/411 MURRAY ROAD PRESTON VIC 3072

I write in reply to your recent application requesting Building related information pursuant to Regulation 51(1). I wish to advise that a search of Council's Building Records reveals the following information:-

• **Building Permits issued in the past 10 years**

PBS Permit No: 25334/9293152330000
Reference No:60171/2020

Type of Permit : Building Permit
Issue Date : 23 January 2020

Construction of Three - Two Storey Attached Dwellings & Associated Garages

Occupancy Permit Certificate

Date Issued: 21 December 2020

Relevant Building Surveyor: John Athanasiou 03 9572 3111

- Council records show that there are no current Building Notices &/OR Orders on this property.
- Council Records indicate that there are no current determination made under regulation 64(1) and no exemption granted under regulation 231(2).
- Further property information can be provided and obtained pursuant to a Land Information Certificates issued by Council's Revenue Department.

Important information for the attention of vendors and purchasers. As some Council records are incomplete, applicants should undertake their own enquiries. Should applicants become aware of any discrepancies please contact Council's Building Services Department on 8470 8899.

Darebin City Council has a Development Contributions Plan Overlay (DCP) which requires a levy on new development. You may be liable to pay a development contribution to Council to help fund important local community infrastructure **if you construct additional dwellings on the land and/or additional floor area as part of a non-residential development.**

Further information can be found at:

<https://yoursay.darebin.vic.gov.au/darebindcp>

* **Note:** Town Planning Approvals.

Separate advice should be sought from Council's Statutory Planning Department regarding planning approvals issued for the land (8470 8850).

Darebin City Council
ABN 75 815 980 522

Postal Address
PO Box 91
Preston VIC 3072
T 03 8470 8888
darebin.vic.gov.au

National Relay Service
TTY dial 133 677
or Speak & Listen
1300 555 727 or
iprelay.com.au
then enter
03 8470 8888

Speak your language
T 03 8470 8470

العربية
繁體中文
Ελληνικά
हिंदी

Italiano
Македонски
Soomalii
Tiếng Việt

Yours faithfully,



Leo Parente

Municipal Building Surveyor

Ph: 8470 8899

email: building@darebin.vic.gov.au

Ref. No: 77876547-017-7

PLEASE NOTE: The above details are current as of the date of application for property information. This response is provided based on the information and address details provided in your application. Council is not responsible if particulars provided on application are incorrect. It is the responsibility of the applicant to confirm property address status. Addresses may change as a result land/property subdivision or developments status (ie. Units). You can contact Council's Revenue Department (8470 8880) regarding any address detail concerns you may have.

INFORMATION ONLY

Certificate Number: 1487/2025
Darebin Reference Number: 84268.2

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

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

Date of Issue	25-Aug-2025
Assessment Number	84268.2
Applicant Reference	77876547-015-3:117838
Certificate Number	1487/2025
Property Location	1/411 Murray Road PRESTON VIC 3072
Property Description	CT-12366/683 LOT 1 PS 836209 AVPCC - 121.4 - Townhouse

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

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

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

Site Value	\$335,000
Capital Improved Value	\$1,040,000
Net Annual Value	\$52,000

Certificate Number: 1487/2025
Darebin Reference Number: 84268.2

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

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

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

Arrears to 30-Jun-2025	\$0.00
Arrears of Legal Fees	\$0.00
General Rates	\$1,883.25
Emergency Services Volunteers Fund	\$315.90
Environmental Charge	\$418.95
Interest on Current Rates to Date	\$0.00
Interest on Arrears to Date	\$0.00
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Concession	\$0.00
Less FSPL Rebate	\$0.00
Less Payments	\$0.00
Rates and Charges due:	\$2,618.10
Special Rates and Charges due:	\$0.00
Total due for property: 1/411 Murray Road PRESTON VIC 3072	\$2,618.10

Pay settlements by:

- BPAY quoting Biller Code: **7831** and reference number **0842682**
To pay \$2,618.10
- Council's website by Visa or MasterCard visiting darebin.vic.gov.au
Reference number 842682 to pay \$2,618.10

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

Certificate Number: 1487/2025
Darebin Reference Number: 84268.2

General Information

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

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

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

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

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

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

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

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

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

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

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

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



Certificate Number: 1487/2025
Darebin Reference Number: 84268.2

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

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

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

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

Yvonne Condello
REVENUE SERVICES COORDINATOR

INFORMATION ONLY

25th August 2025

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

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

RE: Application for Water Information Statement

Property Address:	1/411 MURRAY ROAD PRESTON 3072
Applicant	Anthony's Solicitors C/- InfoTrack (Smokeball) C/- LANDATA
Information Statement	30966956
Conveyancing Account Number	7959580000
Your Reference	366904

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	1/411 MURRAY ROAD PRESTON 3072
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	1/411 MURRAY ROAD PRESTON 3072
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STATEMENT UNDER SECTION 158 WATER ACT 1989

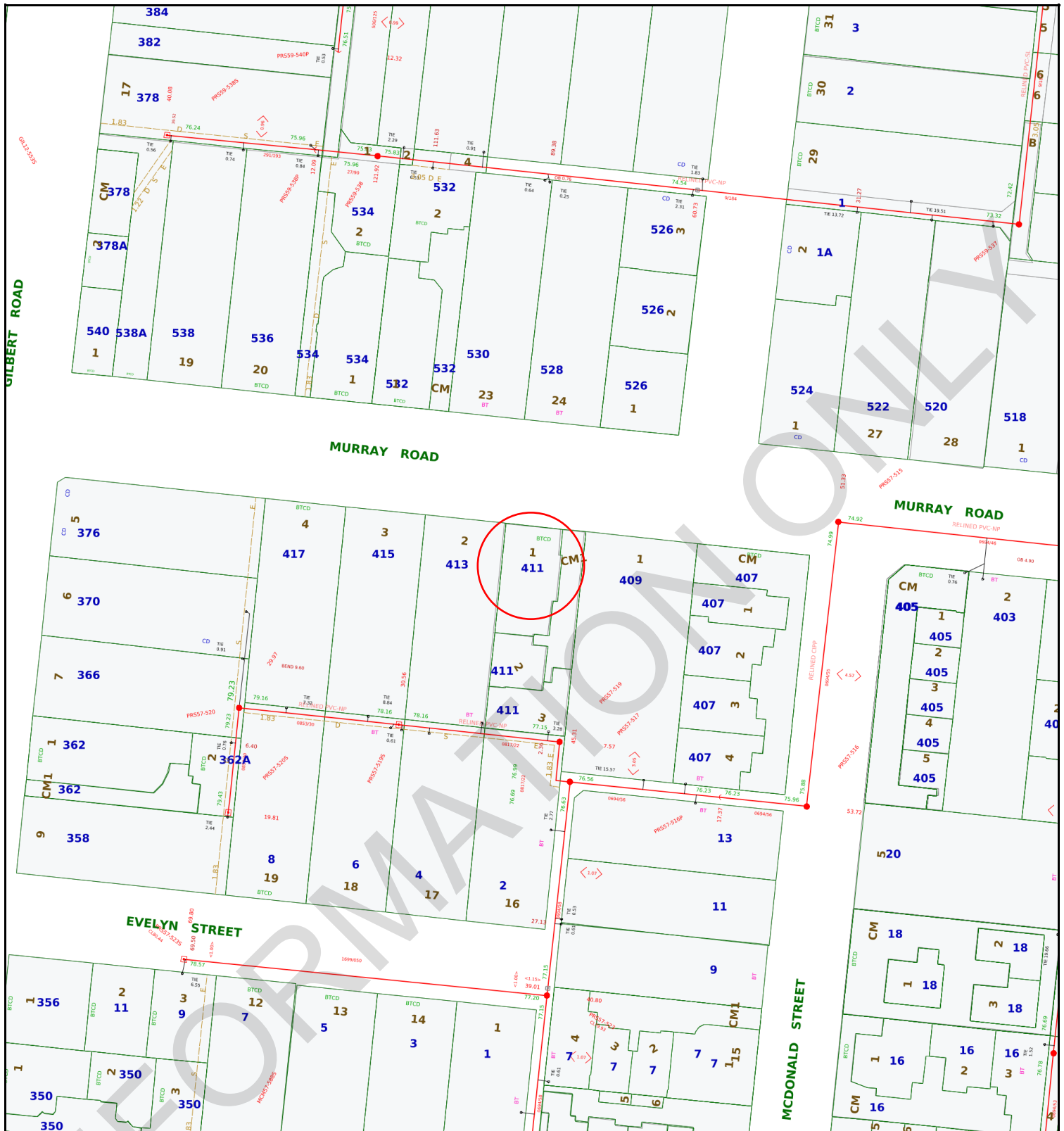
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

















**Yarra Valley Water
Information Statement
Number: 30966956**

Address	1/411 MURRAY ROAD PRESTON 3072
Date	25/08/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

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

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

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

RATES CERTIFICATE

Account No: 8694635798
Rate Certificate No: 30966956

Date of Issue: 25/08/2025
Your Ref: 366904

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 1/411 MURRAY RD, PRESTON VIC 3072	1\PS836209	5226915	Residential

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



GENERAL MANAGER
RETAIL SERVICES

Note:

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

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Property No: 5226915

Address: UNIT 1/411 MURRAY RD, PRESTON VIC 3072

Water Information Statement Number: 30966956

HOW TO PAY



Billers Code: 314567
Ref: 86946357983

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	25/701
Certificate No:	92902101
Issue Date:	26 AUG 2025
Enquiries:	ESYSPROD

Land Address: UNIT 1, 411 MURRAY ROAD PRESTON VIC 3072

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48556568	1	836209	12366	683	\$2,011.06

Vendor: MIRJANA MICKOSKA & ZLATKO MICKOSKI

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MIRJANA MICKOSKA	2025	\$340,000	\$2,011.06	\$0.00	\$2,011.06

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$1,020,000
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SITE VALUE (SV):	\$340,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$2,011.06
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Notes to Certificate - Land Tax

Certificate No: 92902101

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,470.00

Taxable Value = \$340,000

Calculated as \$1,350 plus (\$340,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$10,200.00

Taxable Value = \$1,020,000

Calculated as \$1,020,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92902101

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 92902101

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference: 25/701
Certificate No: 92902101
Issue Date: 26 AUG 2025
Enquires: ESYSPROD

Land Address: UNIT 1, 411 MURRAY ROAD PRESTON VIC 3072

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48556568	1	836209	12366	683	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
121.4	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,020,000
SITE VALUE:	\$340,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92902101

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	25/701
Certificate No:	92902101
Issue Date:	26 AUG 2025

Land Address: UNIT 1, 411 MURRAY ROAD PRESTON VIC 3072

Lot	Plan	Volume	Folio
1	836209	12366	683

Vendor: MIRJANA MICKOSKA & ZLATKO MICKOSKI

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
3000163733	GC252C	\$0.00	\$0.00	\$0.00	\$0.00

Comments: A Windfall Gains Tax event has occurred in respect of the land. Windfall Gains Tax has not yet been assessed but may be applicable

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 92902101

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 92902105

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 92902105

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT

Issued to

Agent of owner **C. Kairouz Architects Pty Ltd**
Postal Address: **780 High Street, Thornbury VIC 3071**
Email: **nick@ckarch.com.au**
Address for serving or giving of documents **780 High Street, Thornbury VIC 3071**
Contact Person **Nicholas Moutis** Telephone **03 9484 8328**

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

Owner **Zlatko & Mirjana Mickoski**
Postal Address: **6 Tamara Court, THOMASTOWN VIC 3074**
Email: **zaksplastering@gmail.com**
Contact Person **Zlatko & Mirjana Mickoski** Telephone **0437 007 990**

Property details [include title details as and if applicable]

Number 411	Street/road Murray Road	City/suburb/town PRESTON	Postcode 3072
Lot/s 1	LP/PS TP718838Y	Volume 04571	Folio 092
Crown Allotment	Section	Parish JIKA JIKA	County
Municipal District City of Darebin			

Builder

Name **Mercs Projects & Developments Pty Ltd** Phone: **0402 177 399**
ACN/ARBN: **629 164 567**
Building practitioner registration no.: **CDB-U 61500**
Postal Address: **10 Kurnai Avenue, Reservoir VIC 3073**

This builder is specified under section **24B (4)** of the Building Act 1993 for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders (if builder is a body corporate)

Name **Ricky Mercuri** Phone: **0402 177 399**
Postal Address **10 Kurnai Avenue, Reservoir VIC 3073**

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Chahid Kairouz	Architect	16798
John Abousejean	Engineer – Civil	EC-33618

Details of domestic building work insurance

Name of builder: **Mercs Projects & Developments Pty Ltd** Name of issuer or provider: **CCM Insurance Group Pty Ltd**
 Policy number: **U1 - C481827, U2 - 481828 & U3 - 481829** Policy cover: **U1 - \$250,000, U2-\$250,000 & U3-\$250,000**

Details of relevant planning permit

Planning permit no.: **D/392/2017** Date of grant of planning permit: **10/07/2018**

Nature of building work

Construction of Three - Two Storey Attached Dwellings and Associated Garages

Storeys contained **2**
 Rise in storeys (for Class 2-9 building only) **Not Applicable**
 Effective height **Not Applicable**
 Type of construction **Not Applicable**
 Version of BCA applicable to permit **NCC2016 VOL 2**

Stage of building work permitted **Not Applicable** Cost of building work **\$750,000.00**

Total floor area of new building work in m² **420**

Building classification

Part of Building	Building Classifications
Dwelling - Ground & First Floor (Unit 1 to 3)	1a ii
Ground Floor - Garage	10a

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which the permit applies:

Relevant performance requirement	Details of performance solution
P2.1 Structure P2.2.2 Weatherproofing	To permit the use of Unitek Base Board System - Non Cavity to the external walls of the Dwellings.

Prescribed reporting authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting authority	Matter reported on or consented on	Regulation no.
Darebin City Council	Stormwater Drainage	Regulation 133

Protection work

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

Inspection requirements

For inspection bookings please call 03 9572 3111. Bookings must be placed at least 48 hours prior to inspection (Mon-Fri)

The mandatory notification stages are:

Prior to placing a footing – Pre Slab

Prior to pouring in situ concrete – Slab Steel Reinforcement

Prior to placing a footing – Strip Footing – SF1 & SF2

Completion of framework

Prior to placing a footing – Stump Holes – Decking

Completion of framework – Subfloor – Decking

Final upon completion of all building work

Occupation or use of building

An occupancy permit is required prior to the occupation or use of this building.

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

Commencement and completion

This building work must commence by **23 January 2021**

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

This building work must be completed by **23 January 2022**

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

Conditions

GENERAL NOTES

1. The builder named in this building permit must ensure that a copy of the building permit and one copy of each document is given to the builder as required under regulation 40 are available for inspection at the allotment while the building work to which this building permit applies is being carried out on that allotment.
2. The builder named in this building permit must ensure that the following information is displayed on the allotment to which the permit relates in a conspicuous position accessible to the public before the commencement of the building work to which the permit applies - (a) the registration numbers and contact details of the builder & relevant building surveyor, (b) the building permit number and the date of issue is displayed in conspicuous position accessible to the public before the commencement of the building work. It is the builders responsibility to ensure the information continues to be displayed and remains visible and legible for the duration of the building work.
3. The owner of the building or land of which a Building Permit has been issued must notify the Relevant Building Surveyor within 14 days of any change of name or address of the owner or builder to which this permit applies.
4. This Building Permit shall be read in-conjunction with the building permit documents endorsed by Builde

Permits & Inspections. The building work shall be carried out in strict compliance with the endorsed documents .

5. Building work as detailed on the endorsed building permit documents must not be altered in any way without prior approval from the Relevant Building Surveyor.
6. It is the responsibility of the Owner & Builder to ensure compliance with all Council Local Laws and or Regulations.
7. Product substitution from the endorsed building permit approved documents is strictly prohibited. The Owner & Builder must notify the Relevant Building Surveyor upon any substitution of any product or material used in the construction. The Owner & Builde must ensure the use of compliant building products are under in the construction of the building. Builde Permits & Inspections will not be held liable for any substitutions without written consent by the Relevant Building Surveyor.

CONSTRUCTION NOTES

1. The person in charge of carrying out the building work must notify the Relevant Building Surveyor/ Builde Permits & Inspections without delay after the completion of each mandatory inspection stage for that stage of work to be inspected by an authorised person.
2. Prior to commencement of framework, the Builder must provide a copy of the Roof and Floor Truss Computations, layouts and producer statement (including specific fixing details) to the Builde for approval and endorsement prior to requesting the mandatory frame inspection stage. Should the documents not be received at least 7 days prior the booking of the mandatory Frame Inspection, the booking request may be refused.
3. The Builder shall ensure all excavations and backfilling is executed in a safe and workmanlike manner. All water must be removed or diverted from excavations before the laying of footings.
4. The Builder must ensure the building site/area is adequately fenced off (1.8m high chain wire temporary fencing) during construction to prevent public access as required by Regulation 116 Protection of the Public.
5. The Builder shall ensure all storm water drainage works are constructed in accordance with the Endorsed Building Permit Documents or Council approved drawings and specification.
6. Prior to construction commencing, the Builder shall ensure that the proposed building is setback from any overhead power lines in accordance with clearance requirements as produced by the Relevant Electricity Authority.
7. The Owner & Builder are advised that where not specified on the architectural drawings, all habitable room windows and raised open spaces must comply with the Overlooking Regulations. The use of adhesive film is not permitted and all glazing must be opaque glazing.
8. No part of the Building or any structure shall be built over an easement or within 1m of the service in the easement without the written consent from the relevant authority. In addition, where a Building is/are to be built over existing storm water/sewerage pipes (or the like), it is the responsibility of the Owner and Builder to ensure that the services are re-directed prior to construction.
9. All existing title boundary fences must remain erected throughout the duration of construction/demolition unless the adjoining property owners provide written consent for their removal.
10. No unauthorised encroachment of any part of the building work and/or building beyond the boundary/street alignment. Where necessary, boundary locations shall be established by preparation of a title re-establishment survey carried out by a licensed land surveyor.
11. The Owner / Agent of the Owner and Builder shall ensure that all building work is constructed in strict accordance with the Town Planning Permit and endorsed drawings. All Town Planning Permit Conditions must be met by the Owner, Agent of the Owner and the Builder to the satisfaction of the Councils Town Planning Department. All finished floor levels & overall wall heights must be constructed in accordance with the Endorsed Town Planning Drawings. The Owner, Agent of the Owner and the Builder must ensure strict compliance with the specified levels and wall heights. A registered land surveyor may be engaged to determine the precise Finished Floor Level at the request of Council. Builde bears no responsibility for incorrect Finished Floor Levels or non compliance's with the town planning permit conditions or endorsed documents.
12. All Artificial Lighting to the proposed dwelling and garage must comply with 3.12.5.5 Artificial Lighting National Construction Code in the lamp density or illumination power density must not exceed 5W per sqm within the dwelling, 4W per sqm on a verandah or balcony and 3W per sqm in the garage.

PERMIT CONDITIONS

1. Prior to the occupation of the building the Owner/Builder must complete Form 15 - Application for an Occupancy Permit and provide a copy to Builde Permits & Inspections.
2. The proposed Class 1 buildings must be provided with either a **rainwater tank** receiving rainfall from a minimum catchment area of 50sq m and having a minimum capacity of 2000ltr connected to all toilets in the building for the purpose of sanitary flushing **or a solar water heater system**. Where the solar water heater system is the chosen compliance option and a reticulated gas supply is available for connection to the building, the system must be a gas boosted solar water heater.
3. The Municipal Council has provided information confirming the land is:
 - a. Not in an area Liable to Flooding within the meaning of Regulation 153(2)
 - b. Not in an area that is designated under Regulation 150 as an area in which buildings are likely to be subject to attacks by termites. Protection from termites must be installed in accordance with Regulation 151 & AS3660.1. Where the site has not been declared in an area subject to infestation by termites, protection to AS3660.1 and provision of a notice is not mandatory. However, provision of a termite protection should be considered by the owner/builder as part of a general risk assessment of the site.
 - c. Not in an area for which bushfire attack level has been specified in a planning scheme. The allotment to which this permit applies has been designated by the Department of Environment, Land, Water and Planning as being subject to Bushfire Attack.
 - d. Not in an area designated under regulation 152 as likely to be subject to significant snowfalls or
 - e. Not designated land; or
 - f. Not designated works.

Design Documents
1. ARCHITECTURAL DOCUMENTATION
Job Number: CKA15--36 Drawings: A00,A01, A1.1, A1.2, A1.3, A2.1, A2.2, A2.3, A2.4, A3.1, A4.1, A5.1, A6.1, A6.2, A6.3, A7.1, A7.2, A8.1 7 A8.2 Revision: WD2 Dated: 19/02/2019 Prepared By: Chahid Kairouz 16798
2. STRUCTURAL ENGINEERING DOCUMENTATION
Job Number: 1853 Drawings: 1 to 30 Computations: 1 to 54 Dated: 13/12/2018 Designed & Certified By: John Abousejean EC33618
3. CIVIL ENGINEERING DOCUMENTATION
Job Number: 1853D Drawings: 1 to 3 Computations: 1 to 3 Dated: 23/12/2018 Designed & Certified By: John Abousejean EC33618 Certified By: Darebin City Council
4. GEOTECHNICAL REPORT
Job Number: CKMP310718 Pages: 1 to 9 Dated: 11 Sep 2018

Prepared By: Bayside & Suburbs Geotechnical

Reference Documentation

The following documents form part of this building permit:

- Performance Solution Determination - Weatherproofing
- Domestic Building Insurance Certificates
- Domestic Building Contract
- Public Liability Insurance
- Project Specifications
- Manufacturer's Specification
- Energy Efficiency Report & Endorsed Drawings
- Site Re-Establishment Survey
- Site Contour/Feature Survey
- Certificate of Title and Subdivision Plan
- Planning Property Report & Bushfire Area Report
- VBA / ARBV Practitioner Evidence of Registration
- Agent Appointment Form
- Application for a Building Permit

Certificates at Completion

The following list of compliance certificates are to be provided to the Relevant Building Surveyor for review prior to the issue of the Occupancy Permit or Certificate of Final Inspection:

Plumbing Compliance Certificate

- Drainage
- Gasfitting (Natural Gas Type A)
- Sanitary
- Water Supply
- Roofing (Stormwater)
- Mechanical Services
- Refrigerated Air-Conditioning

Electrical Compliance Certificate

- Prescribed
- Non-Prescribed

Glazing Compliance Certificate

- Shower Screens to AS1288-2006
- Windows & Doors to AS2047-2014

Thermal Insulation Installation

- Certificate or Statement of Installation to AS4859-2002

Energy Efficiency

- Declaration of Compliance with the Energy Report

Slip Resistance

- Staircase Non-Slip Paint Finish Specification or Certificate to AS4586-2013

Fire Safety

- Separating Walls and/or Boundary Wall Construction – Declaration of Compliance – Installation to Part 3.7 Fire Safety Requirements of the NCC

Waterproofing

- Internal Wet Area Certificate or Installation Declaration to AS3740-2010

External Cladding

- External Cladding Statement or Declaration that the cladding has been installed with accredited products in accordance with the approved Building Permit Documentation.

Occupancy Permit

- Complete Application for Occupancy Form

Relevant building surveyor

Name: **John Athanasiou**

Address: **Level 1, 150 Waverley Road, Malvern East VIC 3145**

Email: **johna@builde.com.au**

Registration No.: **BS-U 25334**

Permit no.: **9293152330000**

Date of issue of permit: **23/01/2020**

Signature:



FORM 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

This occupancy permit must be displayed in the following approved location: **Not Applicable**

Property details

Number **411** Street/road **Murray Road** City/suburb/town **PRESTON** Postcode **3072**
Lot/s **1** LP/PS **008610** Volume **04571** Folio **092**
Crown Allotment Section Parish **JIKA JIKA** County
Municipal district **City of Darebin**

Building permit details

Building permit number **9293152330000**
Version of BCA applicable to building permit **NCC 2016 VOL 2**

Building Details

Part of building to which permit applies **Dwelling - Ground & First Floor (Unit 1 to 3)**
Permitted use **Residential**
BCA Class of building **1aii**
Maximum permissible floor live load **1.5kPa**
Maximum number of people to be accommodated **Not Applicable**

Part of building to which permit applies **Ground Floor – Garage (Unit 1 to 3)**
Permitted use **Residential**
BCA Class of building **10a**
Maximum permissible floor live load **2.5kPa**
Maximum number of people to be accommodated **Not Applicable**

Storeys contained **2** Rise in storeys **Not Applicable**
Effective height **Not Applicable** Type of construction **Not Applicable**

Performance solution - Weatherproofing

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the Building to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.1 Structure P2.2.2 Weatherproofing	To permit the use of Unitex Base Board System – Non Cavity to the external walls of the dwellings

Reporting authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below

Reporting authority	Matter reported on or consented on	Relevant regulation no.
Darebin City Council	Storm water Drainage	Regulation 133

Mandatory Inspections

Date	Type
17/03/2020	Prior to placing a footing - Pre Slab - Slab on Ground
20/03/2020	Prior to pouring in situ concrete - Slab reinforcement
20/03/2020	Prior to placing a footing - Strip Footing & Steel Reinforcement
29/07/2020	Completion of framework – Unit 3
09/07/2020	Completion of framework – Unit 2
29/07/2020	Completion of framework – Unit 1
19/12/2020	Prior to placing a footing – Stump Holes – Decking – Unit 1
19/12/2020	Completion of framework – Subfloor – Decking – Unit 1
02/12/2020	Final upon completion of all building work

Suitability for occupation

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

Relevant building surveyor

Name:

John Athanasiou

Address:

Level 1, 150 Waverley Road, Malvern East VIC 3145

Email:

johna@builde.com.au

Building practitioner registration No.

BS-U 25334

Occupancy Permit no.:

9293152330000

Date of issue **21/12/2020**

Date of final inspection:

02/12/2020

Signature:

Domestic Building Insurance

Certificate of Insurance

Zlatko Mickoski
6 Tamara Ct
THOMASTOWN
VIC 3074

Policy Number:
C481827

Policy Inception Date:
16/01/2020

Builder Account Number:
156880

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

Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**
At the property: **Unit 1 411 Murray Rd PRESTON VIC 3072 Australia**
Carried out by the builder: **MERCS PROJECTS & DEVELOPMENTS PTY LTD**
Builder ACN: **629164567**

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

For the building owner(s): **Zlatko Mickoski**
Pursuant to a domestic building contract dated: **12/07/2019**
For the contract price of: **\$ 250,000.00**
Type of Cover: **Cover is only provided if MERCS PROJECTS & DEVELOPMENTS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

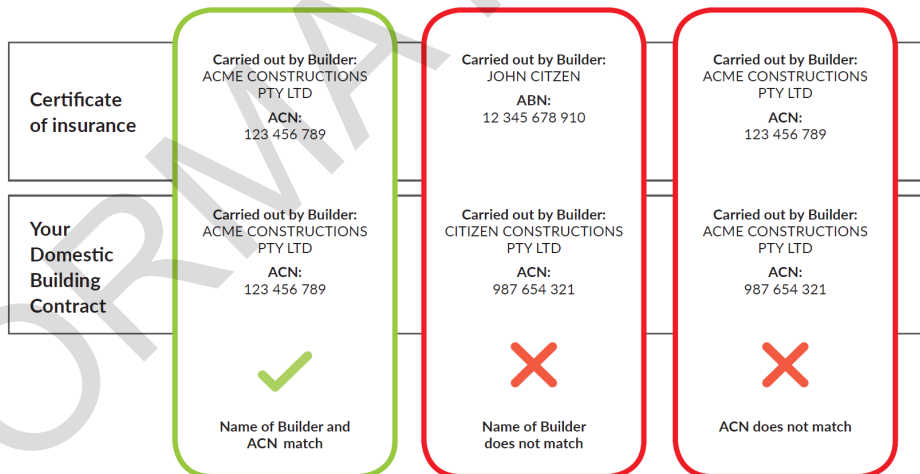
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,720.00
GST:	\$172.00
Stamp Duty:	\$189.20
Total:	\$2,081.20

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Sample owners corporation certificate

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

Owners corporation number	PS836209L
Address	Unit 1, 411 Murray Road, Preston VIC
This certificate is issued for lot	1 on plan of subdivision number 836209L
Postal address	Unit 1, 411 Murray Road, Preston VIC 3072
Applicant for the certificate	Anthony's Solicitors
Address for delivery of certificate	Post Office Box 112, Mill Park VIC 3082
Date that the application was received	

Important:

The information in this certificate is issued on (insert date) 1 October 2025

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

1.	The current annual fees for the lot annually are: \$356.40 annually
2.	The date which the fees for the lot have been paid up to is: 12 th September 2026
3.	The total of any unpaid fees or charges for the lot is: NIL
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: NIL

5.	Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above:
	NIL
6.	<p>The owners corporation has the following insurance cover:</p> <ul style="list-style-type: none"> • company name: QBE • policy number: 41U496762BPK • type of policy: Strata Title Insurance • buildings covered: Nil • building amount: none • public liability amount: \$20,000,000 • renewal date: 12th September 2026
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution:
	Yes
8.	The total funds held by the owners corporation: Nil
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details:
	NIL
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details:
	no
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details:
	<i>no</i>
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details:
	<i>Sample 1</i>

	<p>There are no notices or orders as at (insert date)</p> <hr/> <p><i>Sample 2</i></p> <p>VCAT Order No 12345OC dated 15 November 2016 ordered the owners corporation to pay the excess, make the insurance claim and make good the damage to the ceiling of Lot 4 caused by the bursting of the hot water service.</p>
13.	<p>Are there 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? If so, provide details:</p>
	<p><i>no</i></p>
14.	<p>Has the owners corporation appointed or resolved to appoint a manager? If so, provide details:</p>
	<p><i>no</i></p>
15.	<p>Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?</p>
	<p>No administrator is appointed.</p>
16.	<p>A copy of the minutes of the most recent annual general meeting of the owners corporation.</p>
17.	<p>Documents required to be attached to the owners corporation certificate are:</p>
	<ul style="list-style-type: none"> • A copy of all resolutions made at the last annual general meeting • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"
18.	<p>Note:</p> <p>More information can be obtained by an inspection of the owners corporation register.</p> <p>Please make your request to inspect the owners corporation register in writing to:</p>

This owners corporation certificate was prepared by: **Anthony's Solicitors**

Postal address

Post Office Box 112, Mill Park VIC 3082

(signature)

(print name)

(name of management company if relevant) as delegate of the owners corporation

The common seal of owners corporation number

was affixed in accordance with Section 20 of the *Owners Corporations Act 2006* and in the presence of:



Signature of lot owner

Name of lot owner (block letters)

Lot number

Date

Signature of lot owner

Name of lot owner (block letters)

Lot number

Date

INFORMATION ONLY

BUSINESS PACK INSURANCE / CERTIFICATE OF CURRENCY Policy Number: 41U496762BPK

This certificate acknowledges that the policy referred to is in force for the period shown.

Details of the cover are listed below.

Policy Number: 41U496762BPK
Period of Insurance: From 12/09/2025 to 12/09/2026 at 4.00pm
Insured Name: OWNERS CORPORATION PS836209L
ABN Number: Not Provided

Liability Section

	Sum Insured	Excess
Location: 411 MURRAY RD PRESTON VIC 3072	Liability: \$20,000,000	
Type of Business: STRATA TITLE RESIDENTIAL PROPE	Property Owner: Yes	
	Property Damage Excess:	\$500

Interested Party: None Noted

Issued by: QBE Australia
Date Issued: 12. September 2025

End of Certificate.



Commercial & General Insurance Brokers (Aust) Pty Ltd T/as CGIB
Suite 4, Level One, 1016 Doncaster Road
Doncaster East Victoria 3109
Phone: 03 8841 4200
Interstate & Country: 1300 764 244
ABN:12 087 001 045
AFS License: 231183
www.cgib.com.au

Monday, 22 September 2025

Owners Corporation PS836209L
6 Tamara Ct
THOMASTOWN VIC 3074

Subject: Important Information Regarding Your Insurance Documents

Dear Zak,

We trust this message finds you well. At CGIB, we are committed to ensuring that you have a comprehensive understanding of your insurance coverage. As part of this commitment, we are pleased to provide you with your policy documents, including the Policy Schedule and Product Disclosure Statement (PDS)/Policy Wording (only included if not provided to you previously).

Premium Paid:

The attached schedule shows the insurers premium, and therefore it does not include our fee and our fee GST, please refer to the tax invoice for full details of the premium and our fee.

Policy Schedule:

Your Policy Schedule is a concise summary of your insurance policy. It outlines key details such as coverage limits, deductibles, and important policy dates. We kindly ask that you review this document carefully and notify us immediately if you identify any discrepancies or missing information. It's crucial for you to confirm the accuracy of the details to ensure that your coverage aligns with your expectations.

Please be aware that any inaccuracies or omissions in the Policy Schedule could potentially result in gaps in your coverage, leaving you unprotected in certain scenarios. Your prompt attention to this matter is greatly appreciated.

PDS/Policy Wording:

The Product Disclosure Statement (PDS) or Policy Wording is a comprehensive document that provides in-depth information about the terms and conditions of your insurance policy. It explains the coverage, exclusions, and other essential details that are vital for you to understand. We strongly recommend that you carefully read through the PDS to ensure a clear comprehension of your policy.

Understanding the PDS is crucial as it empowers you with the knowledge needed to make informed decisions about your insurance coverage. Should you have any questions or require clarification on any aspect of the PDS, please do not hesitate to reach out to us. Our team is here to assist you in navigating through the information and addressing any concerns you may have.

For Additional Information and Resources:

For additional information and resources, please visit our customer information page at <https://www.cgib.com.au/customer-information>. This page contains valuable information that will further enhance your understanding of your insurance coverage and our services.



Commercial & General Insurance Brokers (Aust) Pty Ltd T/as CGIB
Suite 4, Level One, 1016 Doncaster Road
Doncaster East Victoria 3109
Phone: 03 8841 4200
Interstate & Country: 1300 764 244
ABN:12 087 001 045
AFS License: 231183
www.cgib.com.au

At CGIB we prioritize your peace of mind and aim to foster a transparent and collaborative relationship. Your diligence in reviewing these documents plays a pivotal role in ensuring that your insurance coverage aligns seamlessly with your needs and expectations.

Thank you for choosing CGIB. We appreciate the opportunity to serve you, and we remain at your disposal for any inquiries you may have.

Yours sincerely,

Lisa Guinane,

Account Executive

Email: lisa.guinane@cgib.com.au

Direct Phone: 03 8841 4217

INFORMATION ONLY

BUSINESS PACK INSURANCE / POLICY SCHEDULE

Policy Number: 41U496762BPK

Welcome from QBE

Thank you for choosing QBE Australia for your business insurance needs.

QBE has been providing peace of mind to Australians for over 125 years. Our offices span each state and territory in Australia, and nearly 50 countries worldwide – all supported by the financial security of being Australia's largest international insurance and reinsurance group.

Over the years, we have been the proud recipient of our industry's highest accolades, including the National Insurance Brokers Association's award for 'General Insurer of the Year' for ten consecutive years.

We look forward to servicing your insurance needs.

Please check your policy details carefully as they are critical to the cover provided. Should an oversight have occurred, or you require an amendment or addition, please contact your Broker as soon as possible.

Insurer

QBE Insurance (Australia) Ltd
ABN 78 003 191 035
AFS Licence No. 239545

Intermediary Details

COMMERCIAL & GENERAL INS(AUST) | SUITE 4
1016 DONCASTER RD 3109
DONCASTER EAST VIC

Period of Insurance

Effective Date: 12/09/2025 | Expiry Date: 4 pm on 12/09/2026 | Print Date: 22/09/2025

Insured Details

Name: OWNERS CORPORATION PS836209L

Goods and Services Tax (GST)

Are you registered for GST? No



BUSINESS PACK INSURANCE / POLICY SCHEDULE

The Insured:
 OWNERS CORPORATION PS836209L

Period of Cover:
 12/09/2025 to 12/09/2026 4pm

Policy number:
 41U496762BPK

Premium details

Situation: 411 MURRAY RD, PRESTON VIC 3072

Policy Section	Section Insured	Base Premium	Levies	SD	GST	Total Premium
1. Business Property	No					
2. Business Interruption	No					
3. Theft	No					
4. Money	No					
5. Glass	No					
6. Public & Products Liability	Yes	\$300.00		\$26.40	\$30.00	\$356.40
7. General Property	No					
8. Machinery Breakdown	No					
9. Computer/Electronic Equipment	No					
10. Employee Dishonesty	No					
11. Tax Audit	No					
12. Transit	No					
13. Employment Practices	No					
14. Statutory Liability	No					
Terrorism						

Total premium for this Situation	\$300.00		\$26.40	\$30.00	\$356.40
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Important Information about Your Duty of Disclosure appears at the back of this schedule and on your application form. Please read this information carefully.

BUSINESS PACK INSURANCE / POLICY SCHEDULE

Page 2 of 4

The Insured:
OWNERS CORPORATION PS836209L

Period of Cover:
12/09/2025 to 12/09/2026 4pm

Policy number:
41U496762BPK

SITUATION Details

BUSINESS: STRATA TITLE RESIDENTIAL PROPE
SITUATION: 411 MURRAY RD, PRESTON VIC 3072

Public & Products Liability cover section

LIMIT OF LIABILITY

	Sum Insured	Excess
Liability	\$20,000,000	
Goods in Physical Control	As per policy	
Property Damage Excess		\$500
Property Owners Only?	Yes	
Property Value	\$60,000	
Annual Turnover		

Schedule of Interested Parties

None Noted

Clauses

- **2G9**

PROPERTY OWNERS ONLY

This Policy does not cover liability arising out of or in connection with any business, profession, trade or activity other than as owner of property specified in the Policy Schedule.

Cover under this Policy will only insure your legal liability resulting from an occurrences in the Common Area of the insured property.

Common Area means the area at your situation that is not part of any Lot.

Lot means an area shown on a plan as a lot or unit in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where your insured property is situated.

BUSINESS PACK INSURANCE / POLICY SCHEDULE

Page 3 of 4

The Insured:

OWNERS CORPORATION PS836209L

Period of Cover:

12/09/2025 to 12/09/2026 4pm

Policy number:

41U496762BPK

Clauses continued

- **SFT**

APPLICABLE POLICY WORDING

When BUSINESS PACK INSURANCE is shown on the Policy Schedule

Commercial/Retail/Industrial Policy wording QM485-0525 applies.

When TRADES PACK INSURANCE is shown on the Policy Schedule QBE Trade

Policy QM207-0421 applies.

When OFFICE PACK INSURANCE is shown on the Policy Schedule QBE Office

Policy QM208-1221 applies.

Additional Clauses

** OUR AGREEMENT **

Our Agreement

We agree to provide You with the insurance cover set out in each of the Policy sections which You select and which are listed in the Schedule.

You have paid or agree to pay to us the Premium set out in the current Schedule.

The insurance cover is in force for the Period of Cover set out in the Schedule. We will cover You for loss, damage and liability occurring during that Period of Cover, subject to the provisions of the Policy.

We will not pay any more than the sum insured or limit of liability for each section which is shown in the Schedule.

We will not pay the Excesses shown in the Schedule. If any loss or damage leads to a claim under more than one Section of this Policy, You must pay the highest applicable Excess, but You need to pay only one Excess.

BUSINESS PACK INSURANCE / POLICY SCHEDULE

Page 4 of 4

The Insured:

OWNERS CORPORATION PS836209L

Period of Cover:

12/09/2025 to 12/09/2026 4pm

Policy number:

41U496762BPK

Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Underinsurance

The classes of insurance listed below contain provisions as to average and underinsurance. This means we require you to insure for the full value or maximum potential risk. If you do not do so, and you are underinsured, we will pay you less in the event of a claim, calculated by a formula in the policy which takes account of the degree of underinsurance.

Classes of insurance containing underinsurance clauses:

- Business Pack Insurance
- Contractors Plant and Machinery
- Construction/Liability
- Trades Pack Insurance
- Office Pack Insurance
- Fire
- Industrial Special Risks
- Farm Pack Insurance
- Loss of Profits
- Machinery and Electronic

Insurer

This Policy is issued by QBE Insurance (Australia) Limited
ABN 78 003 191 035,
AFS Licence No. 239545 of Level 18, 388 George Street, Sydney.

PART A - SCHEDULE

Item 1	Date of Agreement	27 January 2021
Item 2	Residential Rental Provider	
Name/s & ACN (if applicable)		Zlatko Mickoski & Mirjana Mickoska
Address for Service		C/O 219 High Street, Thomastown VIC
Email Address for Service		felicia.taylor@rataandco.com.au
Item 3	Agent	
Name		Rata & Co Real Estate P/L ATF Rata & Co Unit Trust (T/A Harcourts Rata & Co)
Address		219 High Street, Thomastown VIC 3074
Phone		0394657766
Email		felicia.taylor@rataandco.com.au
Item 4	Renter/s	
Name		Jessica Lauletta
Email address for service of documents		jessicalauletta2@gmail.com
Current Address:		202/450 BELL ST, PRESTON VIC 3072
Name		Dean Chapkoun Pignataro
Email address for service of documents		dean.pinataro@gmail.com
Current Address:		5 JUBILEE CRES, MILL PARK VIC 3082
Item 5	Premises/Property	
		The Residential Rental Provider lets the premises known as:
		1/411 Murray Road, Preston VIC 3072
		Including all chattels, fixtures and fittings as detailed in the condition report.
Item 6	Rental 1	
		The Rent is \$3259.00 per calendar month and payable calendar monthly in advance commencing on 05/02/2021
Item 7	Rental Payments	
		To the Agent at 219 High Street, Thomastown VIC 3074 by,
		a. DEFT - Biller code: 4481 Cust Ref#: , 41992769
Item 8	Bond	
		\$3259.00 paid to the RTBA at the commencement of your tenancy
		If the renter/s does not receive a bond receipt from the Residential Tenancies bond Authority within 15 business days of paying the bond, the renter/s should contact the Residential Tenancies Bond Authority.
Item 9	Term	
The period of the agreement is		12 Months Fixed term
Commencement Date		05/02/2021
Termination Date		04/02/2022

Unless the Agreement terminates in accordance with the Residential Tenancies Act 1997, this Agreement will continue as a periodic rental agreement.

Item 10 Urgent Repairs

The maximum amount for repairs which the Agent can authorise is \$1800.00.

The agent's telephone number for urgent repairs is 0394657766 .

Electrical Tradie	N/A	N/A
Plumbing Tradie	N/A	N/A
Other Tradie	N/A	N/A

INFORMATION ONLY

PART B - TERMS AND CONDITIONS

1. Residential Tenancies Act 1997

Each party must comply with the *Residential Tenancies Act 1997* ("the Act"). For further rights and duties refer to the Act.

2. This Agreement

- 2.1 This Agreement is made on the date specified in **Item 1** in the Schedule hereto between the Landlord whose name and address is specified in **Item 2** in the Schedule whose Agent is specified in **Item 3** in the Schedule and the Tenant whose name and address is specified in **Item 4 & Item 5** in the Schedule.
- 2.2 The term of this Agreement is specified in **Item 9** of the Schedule commencing on the Commencement Date and expiring on the Expiry Date and unless either party terminates this Agreement in accordance with the Act it will continue as a periodic tenancy.

3. Premises and Rent

- 3.1 The Landlord lets to the Tenant the Premises specified in **Item 5** in the Schedule together with those items listed in the Schedule, for which the Rent shall be the amount specified in **Item 6** and payable to the party specified in **Item 7** in the Schedule.

4. Bond

- 4.1 The Tenant shall pay the bond specified in **Item 8** of the Schedule to the Agent on or before signing this agreement.
- 4.2 The Agent must lodge the bond with the Residential Tenancies Bond Authority ("**RTBA**") within 10 business days after receiving the Bond from the Tenant. If the Tenant does not receive a bond receipt from the RTBA within 15 business days of paying a bond, the Tenant should contact the RTBA directly.

5. Condition of the Premises

- 5.1 The Landlord must:
- (a) ensure that the Premises are maintained in good repair; and
 - (b) if the landlord owns or controls the common areas relating to the Premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. Damage to the Premises

- 6.1 The Tenant must ensure that care is taken to avoid damaging the rented Premises.
- 6.2 The tenant must take reasonable care to avoid damaging any common areas.
- 6.3 The Tenant who becomes aware of damage to the rented Premises must give notice to the Landlord of any damage to the Premises as soon as practicable.

7. Cleanliness of the Premises

- 7.1 The Landlord must ensure that the Premises are in a reasonably clean condition on the day on which it is agreed that the Tenant is to enter into occupation of the Premises.
- 7.2 The Tenant must keep the Premises in a reasonably clean condition during the period of the Agreement.

8. Use of Premises

- 8.1 The Tenant must not use or allow the Premises to be used for any illegal purpose.
- 8.2 The Tenant must not use or allow the Premises to be used in such a manner as to cause nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring Premises.

9. Quiet Enjoyment

- 9.1 The Landlord must take all reasonable steps to make sure that the Tenant has quiet enjoyment of the Premises.

10. Assignment of Lease or Sub-Letting

- 10.1 The Tenant must not assign or sub-let the whole or any part of the Premises without the written consent of the Landlord. The Landlord's consent must not be unreasonably withheld.
- 10.2 The Landlord must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of an assignment in writing of this Agreement.

PART C - ADDITIONAL TERMS AND CONDITIONS

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

11 Agent is First Point of Contact

11.1 The Tenant acknowledges that it is not permitted to contact the Landlord directly unless expressly authorised in writing. For the avoidance of doubt, the Tenant acknowledges that where the Landlord's consent is required to be obtained under this Agreement, the Tenant is to direct such request for the Landlord's consent to the Agent in writing. The Tenant is to direct all queries or complaints to the Agent directly.

12 Water Consumption & Utilities

12.1 The Agent will provide the Tenant's details to its utility connection service for the purposes of ensuring that a water connection is completed prior to the move in date. The Tenant is under no obligation to take up any other utility connections. Unless you advise us otherwise, by signing this tenancy agreement you are consenting to On The Move contacting you to arrange the connection of your utility services. Regardless, you consent to On The Move contacting you regarding the connection and disconnection of your water services as a minimum. On the Move may need to disclose personal information to utility companies to arrange your services. On The Move and your agent may receive a benefit for arranging your services. Please see On The Moves Privacy Policy at: www.onthemove.com.au/legal-and-privacy. Standard connection fees may apply.

12.2 The Landlord is responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Act. The Tenant is responsible for the costs and charges set out in section 52 of the Act.

12.3 If a service is disconnected or damaged:

(a) due to the fault of the Landlord, Agent or Landlord's contractor, the Landlord or Agent will have the service re-connected or repaired; or

(b) due to the fault of the Tenant, or a person the Tenant has on the Premises, the Tenant must have the service re-connected or repaired at its cost.

12.4 If the Tenant disconnects a service or changes the supplier of it, the Tenant must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Tenant must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.

12.5 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Landlord's prior approval, and will be at the Tenant's cost.

13 Condition Report

13.1 If the Tenant has not physically viewed the Premises, the Tenant acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.

13.2 The Tenant acknowledges that before it took occupation of the Premises, it received from the Landlord or Agent:

(a) two copies of a condition report signed by the Landlord or Agent;

(b) a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for tenants'; and

(c) a copy of this tenancy Agreement.

13.3 The Tenant acknowledges that the condition report must be signed and returned to the Agent within 3 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.

13.4 If the Tenant is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

14 Landlord's Insurance and Tenant's Contents Insurance

14.1 The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium and the Tenant shall pay the Landlord all increased premiums and all other expenses incurred as a consequence of any breach of this term.

- 14.2 The Tenant agrees to pay the Landlord any excess amount or additional premium charged by the Landlord's insurance company (to the extent the Landlord elects to have this insurance in place and use it for the Tenant's responsible damage), as a result of any damage caused by the Tenant, or by anyone on the Premises with the consent of the Tenant.

INFORMATION ONLY

- 14.3 The Landlord's insurance policy covers only the building plus any fixtures and fittings at their option and not the Tenant's contents. The Landlord accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Tenant obtains adequate insurance coverage for its possessions.

15 Release, Indemnity, Compensation and Liability

- 15.1 The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the Premises by the Tenant or anyone on the Premises with the consent of the Tenant.
- 15.2 The Tenant uses and occupies the Premises at its own risk and releases the Landlord from all claims resulting from any damage, loss, death or injury in connection with the Premises except to the extent that such claims arise out of the Landlord's negligence.
- 15.3 The Landlord is not liable to the Tenant for any loss or damage incurred by the Tenant due to:
- (a) any damage to the Premises; and
 - (a) the interruption or damage to any services (including electricity, gas or water) to the Premises, except to the extent to which the Landlord is liable where the Act applies.

16 Reporting Defects

- 16.1 If the Tenant becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.
- 16.2 If the Tenant becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Tenant or anyone it allowed onto the Premises, caused a blockage or defect, the Tenant will be responsible to pay to the Landlord the reasonable expenses incurred in having the defect rectified.

17 Inspections

- 17.1 The Tenant acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.
- 17.2 The Tenant acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Tenant upon giving the Tenant a minimum of 24 hours written notice.

18 Disclosure of Information

- 18.1 The Tenant authorises the Agent to disclose details of its credit worthiness, to the Tenant's personal referees, employer, any record, listing or database of defaults by tenants to the owner or agent of any future residence.
- 18.2 If the Tenant defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

19 Employment Details

- 19.1 The Tenant agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

DURING THE TENANCY

20 Permitted Use

- 20.1 The Tenant must use the Premises for the permitted use, which is as the Tenant's place of residence. The Tenant must not use the Premises for any other purpose without first obtaining the Landlord's consent in writing, by sending a written request to the Agent.
- 20.2 The Tenant shall not do or allow to be done anything that will cause the shared service facilities (if any) to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
- 20.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Tenant and the Tenant agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Tenant to then become in arrears.

21 Alterations or Additions to Premises

- 21.1 The Tenant shall not install any goods, make any alterations or additions to, or carry out any renovations at the Premises including but not limited to, installation of cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, dishwasher, heating, in- ground or above-ground pool or spa, safety barrier, fence, gate, awning, blind, shed, antenna, dish or both, sign, painting, tiling, paving, screenings, landscaping, without the prior written consent of the Landlord.
- 21.2 The Tenant shall not erect hooks on the walls without prior written consent of the Landlord. If hooks are installed without consent, the Tenant is liable for the cost to repair any damage.
- 21.3 The Tenant shall not install any pool, spa, pond or water retaining device (either inflatable or constructed) on the Premises without the written consent of the Landlord. Should permission be granted, it will be conditional upon the Tenant obtaining, and providing a copy of, permission and compliance with council or any other regulatory body relating to pool installation and fencing prior to the installation taking place.
- 21.4 In giving consent in accordance with **clause 21.1** and **21.2**, the Landlord may require the Tenant to comply with reasonable conditions and, before tenancy ends, require the Tenant to comply with section 64(2) of the Act.

22 Urgent And Non-Urgent Repairs

- 22.1 The Tenant acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email, fax or post to the contact details specified in **Item 3** in the Schedule or to the nominated Agent's Representative.
- 22.2 The Tenant agrees to immediately notify the Agent of any URGENT repairs, the contact details for urgent repairs are provided in **Item 10** in the Schedule. The Tenant agrees to take all reasonable measures to get in contact with the Agent.
- 22.3 The Landlord and the Tenant acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written in **Item 10** in the Schedule. The Landlord will be contacted for approval for all urgent repairs prior to proceeding.
- 22.4 The Tenant acknowledges that if a contractor is called out to the Premises with no repair required, then the Tenant will be liable for payment of the invoice issued by the contractor.

23 Garden and Parking

- 23.1 The Tenant agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.
- 23.2 The Tenant must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Tenant must notify the Agent if there are any concerns with regards to the operation of the system. It is the tenant's responsibility to keep all plants and lawns alive.
- 23.3 The Tenant must park vehicles in the designated area. The Tenant must not park on grass or garden areas, if it does then the Tenant will be liable to fix any damage caused to the grass and grounds.
- 23.4 The Tenant will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

24 Light Globes and Pilot Lights

- 24.1 The Tenant must replace at the Tenant's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.
- 24.2 The Tenant is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Landlord to relight a pilot light where this is the only issue the Tenant will be liable for all costs.

25 Pets

- 25.1 The Tenant is prohibited from keeping any animal or pet of any description on the Premises without the prior written consent of the Landlord.
- 25.2 If the Landlord consents to the Tenant keeping a pet on the Premises, the Tenant acknowledges that if the pet become a nuisance or there is a complaint by a neighbour in relation to the pet, then the Landlord may require the said pet to be relocated from the Premises.

- 25.3 If the Landlord consents to the Tenant keeping a pet on the Premises, the Tenant hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.
- 25.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Tenant must report any damage caused to the Premises to the Agent within 7 days and the Tenant agrees to rectify the damage or replace the flooring as soon as possible at the Tenant's expense.

26 Rubbish and Hanging Clothes

- 26.1 The Tenant must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.
- 26.2 The Tenant must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

27 Inflammable Liquids Not Permitted

- 27.1 Except as allowed by this by this **clause 27**, the Tenant must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.
- 27.2 Apart from kerosene which the Tenant must not have at the Premises, the Tenant is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

28 Vehicle/boat Servicing or Repairs Not to be Carried Out

- 28.1 For the purposes of this **clause 28**, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 28.2 The Tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.
- 28.3 The Tenant also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

29 Smoke Alarms

- 29.1 The Tenant acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Tenant becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Tenant must notify the Agent as soon as possible, and within 24 hours of becoming aware.
- 29.2 The Tenant agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Tenant must immediately notify the Agent and confirm such advice in writing on the same day.
- 29.3 The Tenant acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Tenant must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

30 Swimming Pool/Spa

- 30.1 This **clause 30** applies if there is a swimming pool, spa or variation thereof at the Premises.
- 30.2 The Tenant hereby agrees:
- (a) to maintain the swimming pool/spa by using the equipment provided;
 - (b) to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
 - (c) to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
 - (d) to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
 - (e) to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.

- 30.3 The Tenant acknowledges and agrees that if **clause 30.2** is not complied with, the Agent may serve a notice of breach on the Tenant and the necessary notices thereafter if the Tenant fails to remedy the breach.

31 Locks & Keys

- 31.1 The Tenant is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Tenant provides duplicate keys to the Agent within 24 hours of changing the locks.
- 31.2 The Tenant is permitted to change the code of an alarm at the Premises, on the condition that the Tenant notifies the Agent in writing within 24 hours of the changed alarm code.
- 31.3 The Landlord and Tenant agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Tenant is required to provide the key with a copy of a receipt for reimbursement.
- 31.4 The Tenant acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.
- 31.5 The Tenant acknowledges that whilst all due care has been taken by the Landlord and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Landlord's recommendation that the barrels to locks are changed by the Tenant.

32 Blockages Caused by Misuse

- 32.1 The Tenant must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Tenant shall pay the cost of clearing any pipe, drain, toilet or sewage blockages belonging to the Premises caused by misuse by the Tenant or their visitors.

33 Payment of Rental

- 33.1 All rental payments are to be made on time and in full in the manner specified in Item 7 in the Schedule or otherwise instructed by the Agent in writing. No part payments will be accepted. The Tenant acknowledges and agrees that payments made by cheque or money order (aside from the first month's rent and Bond) are subject to a \$16.50 processing fee (inclusive of GST).
- 33.2 The Tenant acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Landlord immediately after funds have cleared.
- 33.3 Any costs incurred by the Landlord or Agent to retrieve rental arrears shall be reimbursed by the Tenant. This includes charges of \$27.50 should a cheque or direct debit dishonour up to three times. Beyond three times \$55.00 will be charged (inclusive of GST).

34 Assignment, Sub-letting and Short Stay Accommodation

- 34.1 The Tenant acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with **clause 34.2**.
- 34.2 The Tenant acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Landlord approval. If approved, the Tenant agrees to reimburse the Landlord for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are **\$165.00** (inclusive of GST) plus any Tenant check fees (**\$22.00** per new Tenant), such fees are subject to change. A prospective tenant must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Landlord.
- 34.3 For the purposes of **clause 34.2** to apply, at least one named Tenant from the original Agreement must remain in occupation. If no original named Tenant is to remain, all Tenants must vacate. If this occurs during a fixed term, a lease break will occur.

- 34.4 The Tenant must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Landlord's prior written consent, which, if given, may be subject to reasonable conditions.
- 34.5 The Tenant's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Landlord under this **clause 34**.
- 34.6 The Tenant agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

35 Fixed Term Lease Break

- 35.1 In the event that the Tenant wishes to vacate the Premises prior to the Termination Date as specified in **Item 9** in the Schedule, the Tenant must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).
- 35.2 The Tenant will be liable for and agrees to pay the following fees and charges as applicable:
- (a) any advertising costs incurred including an internet marketing cost of **\$253.00** (inclusive of GST);
 - (b) a break lease fee of **2.5 Weeks' Rental** (inclusive of GST);
 - (c) a 'For Lease' board to be erected at a cost of **\$99.00** (inclusive of GST);
 - (d) Residential Tenancy Database checks on each applicant at a cost of **\$22 per applicant** (inclusive of GST);
 - (e) all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement tenant's lease begins.
- 35.3 The Tenant agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Tenant commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Landlord agrees to mitigate the Tenant's loss by taking reasonable steps to relet the Premises.

36 Rent Increase

- 36.1 In accordance with the provisions of Section 44 of the Act, the Landlord may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least **60 days'** notice of the increase.

37 Advertising Boards and Access To The Premises

- 37.1 The Tenant shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.
- 37.2 The Tenant shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or tenants upon 24 hours' notice or by Agreement with the Tenant.

38 Owners Corporation Rules (Where Applicable)

- 38.1 If there is an owners corporation for the Premises ("Owners Corporation"), the Landlord agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.
- 38.2 If **clause 38.1** applies, the Tenant agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the *Subdivision (Body Corporate) Regulations 2001*, as amended, apply to all bodies corporate.
- 38.3 If **clause 38.1** applies, the Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

39 Condensation and Mould

- 39.1 The Tenant must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.
- 39.2 The tenant further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.
- 39.3 The Tenant acknowledges that any damage to the property caused by a failure to comply with this **clause 39** must be rectified professionally at the Tenant's expense.

40 Pot Plants and Furniture Placement

- 40.1 The Tenant must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.
- 40.2 The Tenant agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.
- 40.3 The Tenant hereby agrees that any damaged caused to any flooring due to the Tenants failing to adhere to this **clause 40**, will be rectified professionally at the Tenant's expense.

41 Smoking

- 41.1 The Tenant must not smoke inside the Premises. The Tenant may smoke in uncovered areas outside the Premises. The Tenant must place all cigarette waste in the appropriate receptacle.
- 41.2 If the Tenant has not complied with **clause 41.1**, in particular the Tenant has been smoking inside, the Tenant will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

VACATING

42 Redirection of Mail and Disconnection of Services

- 42.1 At the end of the tenancy, the Tenant is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Tenant shall reimburse the Landlord for any cost incurred by the Landlord due to the Tenant failing to adhere to this **clause 42**.

43 Notice To Vacate

- 43.1 If the Tenant wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Tenant's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.
- 43.2 If the Tenant remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Tenant must give written notice of the Tenant's intention to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives notice.
- 43.3 Notice under this **clause 43** must be provided to the Agent. If notice is provided by email it must be delivered by each named Tenant listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Tenant's email or notice is received.

44 Expiry of Fixed Term Agreement

- 44.1 If the Tenant remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Tenant acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with **clause 43**.
- 44.2 The Tenant acknowledges the right of the Landlord under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

45 Keys

- 45.1 The Tenant must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Tenant's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

46 Cleaning Premises Upon Vacating

- 46.1 The Tenant must:
- (a) remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
 - (b) undertake a full clean of the Premises in accordance with any instructions provided by the Agent. If the Tenant is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Tenant.

- 46.2 The Tenant agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating.
- 46.3 If the Tenant kept a pet at the Premises in accordance with **clause 25.1**, in addition to the foregoing upon vacating the Premises the Tenant must also:
- (a) ensure all pet droppings are cleaned from the yard of the Premises; and
 - (b) have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

47 Bond Lodgement and Refund

- 47.1 The bond has been deposited in accordance with the requirements of the Act and RTBA. The Tenant acknowledges that the refund of the bond at the end of the tenancy can only be achieved by executing and lodging a Bond Claim form through the Agent with the RTBA.
- 47.2 The Tenant acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Tenant. The Tenant acknowledges that failure to abide by this Section renders the Tenant liable to a penalty.

GENERAL / MISCELLANEOUS

48 General

- 48.1 The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
- 48.2 The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the Premises for the Tenant's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.
- 48.3 No consent or waiver of any breach by the Tenant of the Tenant's obligations under the Act shall prevent the Landlord from subsequently enforcing any of the provision of the Agreement.
- 48.4 The Tenant acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.
- 48.5 This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.

49 Privacy and Disclosures

- 49.1 The Landlord and/or Tenant agree that their details may be forwarded to one or more of our affiliates including but not limited to Harcourts International, Harcourts Australia, Harcourts Victoria, their related entities or any other Harcourts Franchisees, On The Move, Smoke Alarm Solutions, Melbourne Real Estate Conveyancing or any other supplier and/or affiliate of Harcourts Rata & Co and to respond to any enquiries the Agent receives from Consumer Affairs Victoria or any other governing body.

50 Consent to Electronic Service of Documents

- 50.1 Express consent
- (a) The tenant/s, **Jessica Lauletta, Dean Chapkoun Pignataro**, consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address: **jessicalauletta2@gmail.com, dean.pinataro@gmail.com**.
 - (b) The landlord/s, **Zlatko Mickoski & Mirjana Mickoska**, consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address: **felicia.taylor@rataandco.com.au**.
- 50.2 Inferred consent: If the tenant or the landlord (as the case may be) has not consented to electronic service under clause 0.1, the tenant or the landlord must not infer consent to electronic service from the receipt or response to emails or other electronic communications.
- 50.3 Change of electronic address: The tenant or the landlord must immediately give notice in writing to the other party if the email address for electronic service under clause 50.1 changes.
- 50.4 Withdrawal of consent:
- (a) The tenant or the landlord may withdraw their consent under clause 50.1 to electronic service of notices and other documents only by giving notice in writing to the other party.
 - (b) Following giving of notice under 50.4(a), no further notices or other documents are to be served by electronic communication.

DOG CLAUSE

The LANDLORD hereby allows the TENANT/S to keep a dog on the premises.

Item 25.1 of the lease will not apply during this tenancy if all the following conditions are met:

1. The dog must not enter the residence at anytime, unless express written permission has been given.
2. The dog will not unnecessarily interfere with, or cause a nuisance to any of the adjoining neighbours or occupiers on this site.
3. The tenant(s) and dog will comply with all Owners corporation rules and regulations.
4. Any damage caused by the dog must be reported within seven (7) days.
5. The tenant(s) take full responsibility for any damage caused by the dog and any cost associated with rectification of the damage.
6. No animal droppings are to be left at the property at the expiration of the tenancy.

FAILURE TO COMPLY WITH THESE CONDITIONS WILL RESULT IN THIS CONSENT BEING WITHDRAWN AND ITEM 25.1 OF THE LEASE COMING INTO FULL EFFECT.

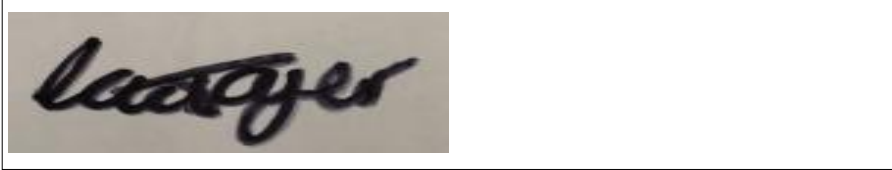
INFORMATION ONLY

Signature of landlord/agent

Name/trading name

Rata & Co Real Estate P/L ATF Rata & Co Unit Trust (T/A Harcourts Rata & Co)

Signature



Date

27/01/2021

Signature of tenant 1

Name/trading name

Jessica Lauletta

Signature



Date

27/01/2021

Signature of tenant 2

Name/trading name

Dean Chapkoun Pignataro

Signature



Date

27/01/2021

INFORMATION ONLY