

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 51 SAXONY Drive EPPING VIC 3076

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20.....

Print name of person signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

This offer will lapse unless accepted within [] clear business days (3 business days if none specified).

SIGNED BY THE VENDOR..... on/...../20.....

Print name of person signing NAWAL JERIES SHOMALI

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

HARCOURTS RATA & CO.

Tel: 9465 7766

Fax:

Ref: CON TSALKOS

Email:

SOLD@RATAANDCO.COM.AU

VENDOR

NAWAL JERIES SHOMALI

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING

of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Ref: HN-24/33869

Email:

settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel:

Fax:

Ref:

Email:

LAND (general conditions 7 & 13)

The Land is:-

Described in the table below

Certificate of Title Reference	Being Lot	On plan
11463/834	15	PS 710111H

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

51 Saxony Drive Epping Vic 3076

GOODS SOLD WITH THE LAND
(general condition 6.3(f))

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

PAYMENT

Price	\$		
Deposit	\$	by	
Balance	<u>\$</u>	(of which \$	has been paid)
		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)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

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

SETTLEMENT (general condition 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; or
- 14 days 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 words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$

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

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
 - 1.1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
 - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
 - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
 - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
 - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
 - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
 - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
 - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
 - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:
 - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
 - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
 - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
 - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable 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.
- 2.2 The nominee must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

3. Extension/Variation request

The Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

4. Rescheduled Settlement

- 4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
- 4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

5. Adjustments

- 5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date
- 5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of \$220.00 (inclusive of GST) payable to the Vendor's representative for the delay.

6. Duties Form

- 6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
- 6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).
- 6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$110.00 (inclusive of GST) for each amendment.

7. Default not remedied

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 7.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 7.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
- 7.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

8. Amendments

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

9. 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.

10. 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.

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

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 in the header 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.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgment network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgment network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after

settlement on the property.

- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

payment of the amount.

25. GST WITHHOLDING

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

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor: NAWAL JERIES SHOMALI

Property: 51 SAXONY Drive EPPING VIC 3076

VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING

Shop

328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: settlement2@easylinkconveyancing.com.au

Ref: HN-24/33869

32A FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed: \$5000 plus Owners Corporation fee(s)
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
 - Not Applicable
- (d) The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024
 - See attached certificate

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

SECTION 32 STATEMENT
51 SAXONY DRIVE EPPING VIC 3076

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: WHITTLESEA PLANNING SCHEME

Responsible Authority: WHITTLESEA CITY COUNCIL

Zoning: MIXED USE ZONE

Planning Overlay/s: See attached report

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
51 SAXONY DRIVE EPPING VIC 3076

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Not Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
51 SAXONY DRIVE EPPING VIC 3076

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

NAWAL JERIES SHOMALI

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use:
 Yes / No. If Yes, please specify:
2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be):
 Yes / No. If Yes, please specify:
3. There has been a significant event at the property, including a flood, or a bushfire:
 Yes / No. If Yes, please specify:
4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes:
 Yes / No. If Yes, please specify:
5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans):
 Yes / No. If Yes, please specify:
6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed (more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area):
 Yes / No. If Yes, please specify:
7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal:
 Yes / No. If Yes, please specify:
8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
 - o use for the manufacture of substances such as methylamphetamine, or
 - o a defence or fire brigade training site involving the use of hazardous materials. Yes / No. If Yes, please specify:
9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.
 Yes / No. If Yes, please specify:
10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser:

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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 11463 FOLIO 834

Security no : 124118165228N
Produced 11/09/2024 12:46 PM

LAND DESCRIPTION

Lot 15 on Plan of Subdivision 710111H.
PARENT TITLE Volume 11245 Folio 766
Created by instrument PS710111H 13/12/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NAWAL JERIES SHOMALI of 47 BLACKWOOD AVENUE MENTONE VIC 3194
AK862291S 28/01/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX230455B 06/09/2023
WESTPAC BANKING CORPORATION

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

AGREEMENT Section 173 Planning and Environment Act 1987
AG355758G 18/02/2009

DIAGRAM LOCATION

SEE PS710111H 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: 51 SAXONY DRIVE EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 06/09/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS710111H

DOCUMENT END



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Document Type	Plan
Document Identification	PS710111H
Number of Pages (excluding this cover sheet)	7
Document Assembled	11/09/2024 12:47

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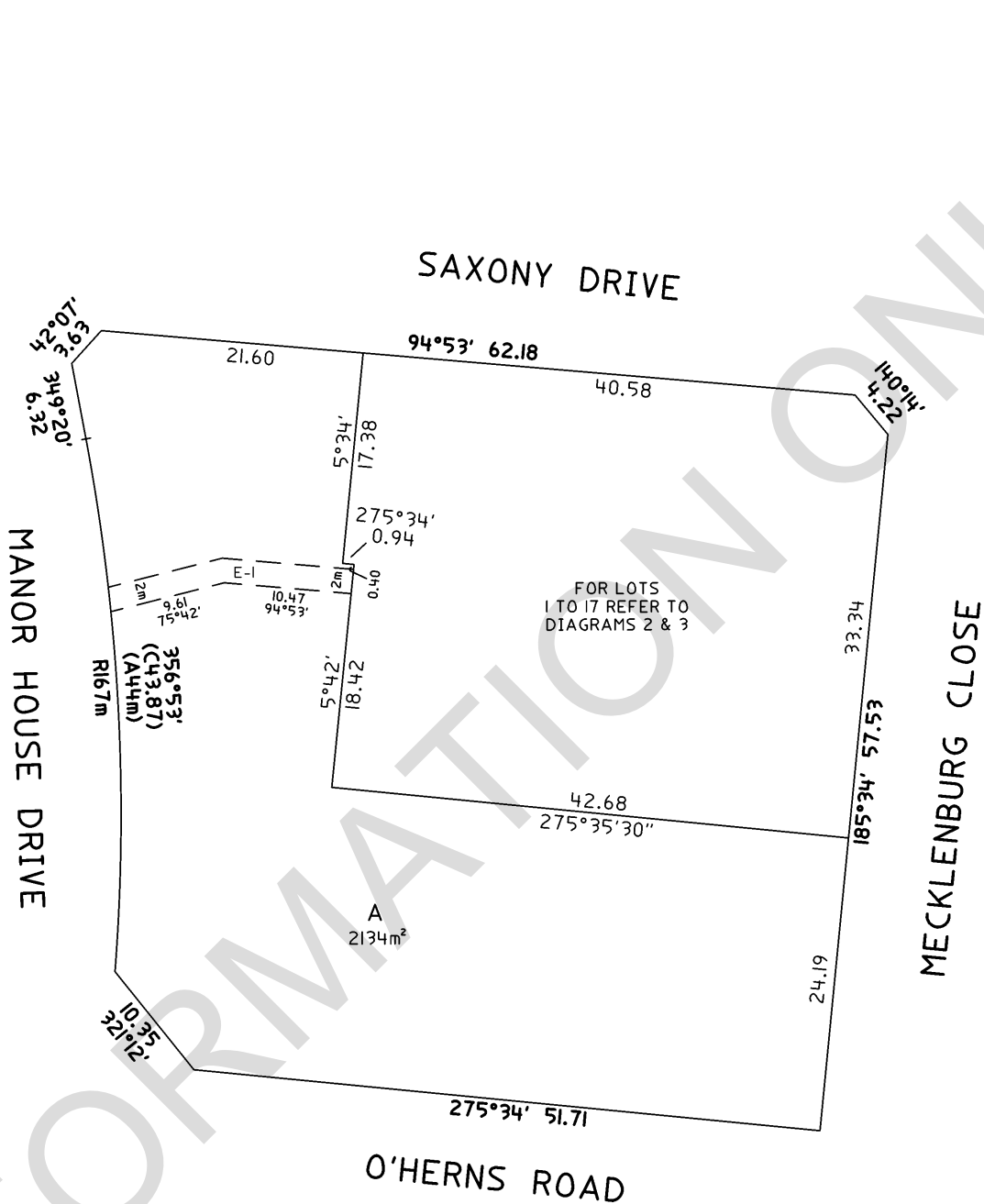
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PLAN OF SUBDIVISION				EDITION 1	PS 710111H
LOCATION OF LAND				COUNCIL	
PARISH : Wollert SECTION : 9 CROWN ALLOTMENT : - CROWN PORTION : 3 (Part) TITLE REFERENCE : Vol. 11245 Fol. 766 LAST PLAN REFERENCE : PS624575R Lot 1037 POSTAL ADDRESS : 59A Manor House Drive (At time of subdivision) Epping. 3076 MGA94 CO-ORDINATES E 324890 ZONE:55 (of approx centre of land in plan) N 5832725 GDA 94				COUNCIL NAME: Whittlesea City Council	
				NOTATIONS	
				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	
VESTING OF ROADS AND/OR RESERVES					
IDENTIFIER		COUNCIL/BODY/PERSON			
NIL		NIL			
NOTATIONS					
DEPTH LIMITATION DOES NOT APPLY					
THIS IS A SPEAR PLAN SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. PM314, PCM117990338, PCM117990256 and PCM117990.337 IN PROCLAIMED SURVEY AREA No. - STAGING: THIS IS A STAGED SUBDIVISION PLANNING PERMIT No.608178				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	
EASEMENT				INFORMATION	
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				LRS USE ONLY	
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	
E-1	Sewerage	See plan	This plan	Yarra Valley Water Corporation	
				RECEIVED <input checked="" type="checkbox"/> DATE: 29/11/2013	
				LRS USE ONLY PLAN REGISTERED TIME 9:58am DATE 13/12/2013 Anthony Campbell Assistant Registrar of Titles	
DIGITALLY SIGNED BY LICENSED SURVEYOR:				SHEET 1 OF 6 SHEETS	
Anthony Ford				ORIGINAL SHEET SIZE A3	
 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				REF 2037A VERSION 06	

PLAN OF SUBDIVISION

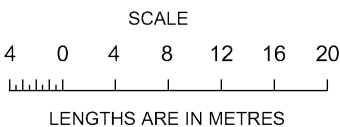
PS 710111H

DIAGRAM 1



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Anthony Ford

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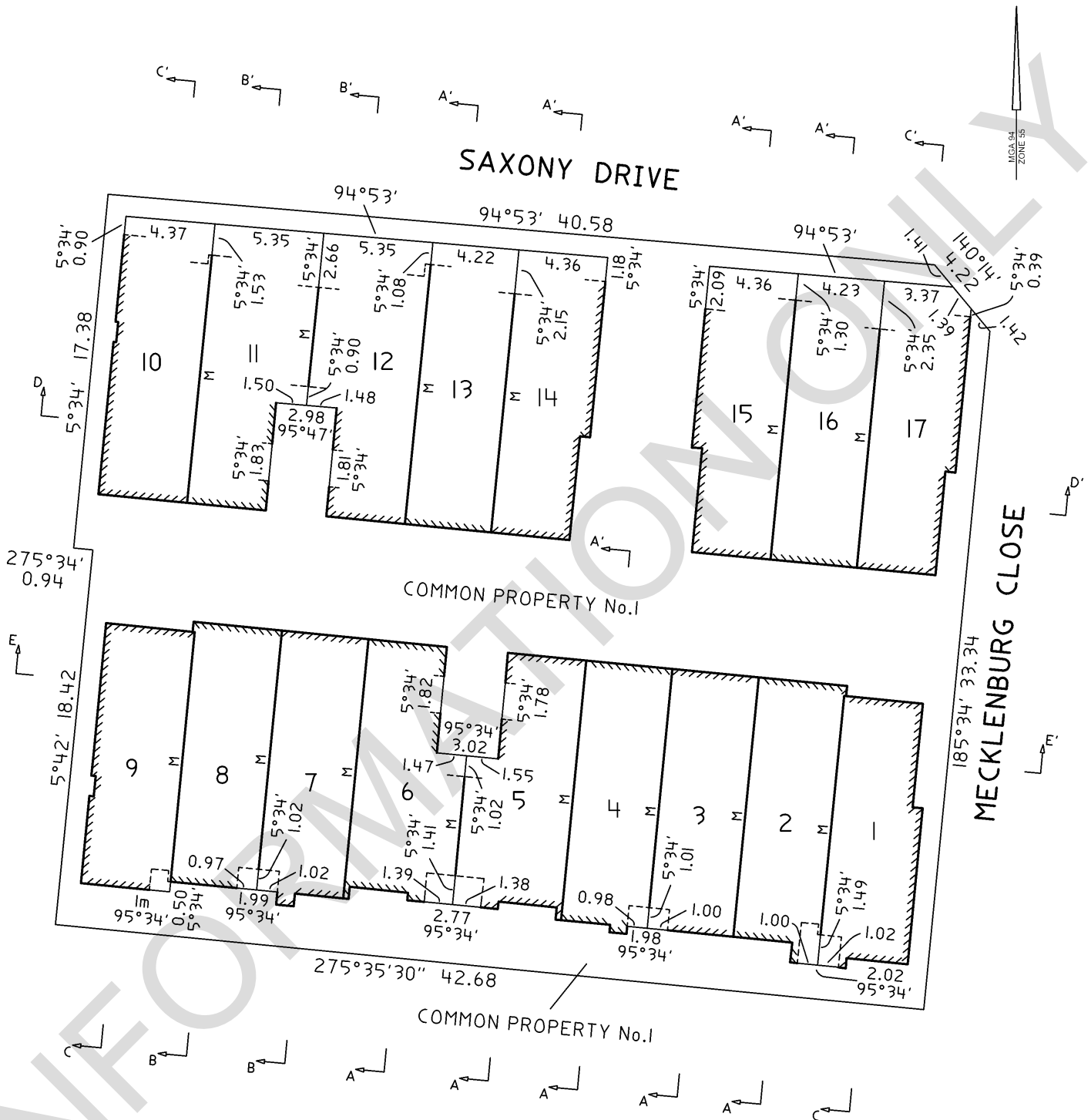
VERSION 06

SHEET 2

PLAN OF SUBDIVISION

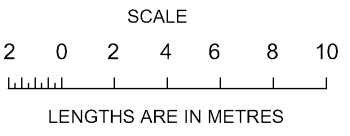
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DIAGRAM 2
GROUND STOREY



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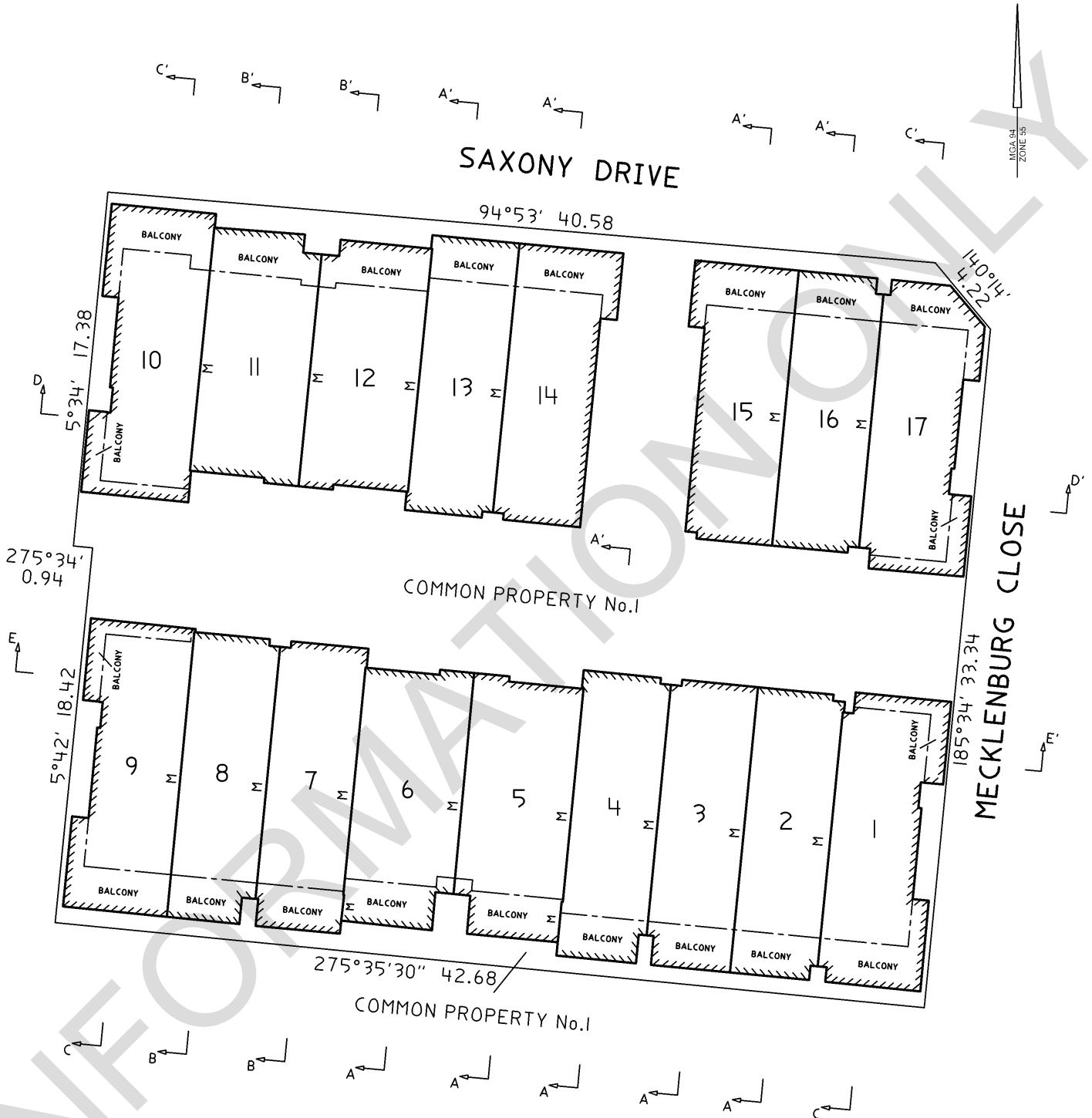
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SHEET 3

PLAN OF SUBDIVISION

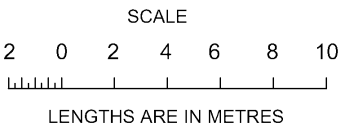
PS 710111H

DIAGRAM 3
TOPMOST STOREY



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SHEET 4

PLAN OF SUBDIVISION

PS 710111H

DIAGRAM 4
CROSS SECTION A-A'

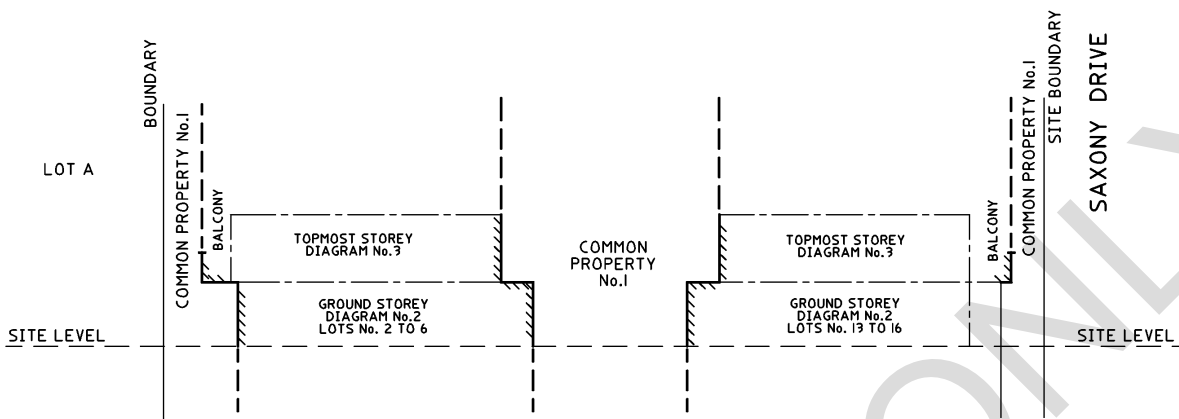


DIAGRAM 5
CROSS SECTION B-B'

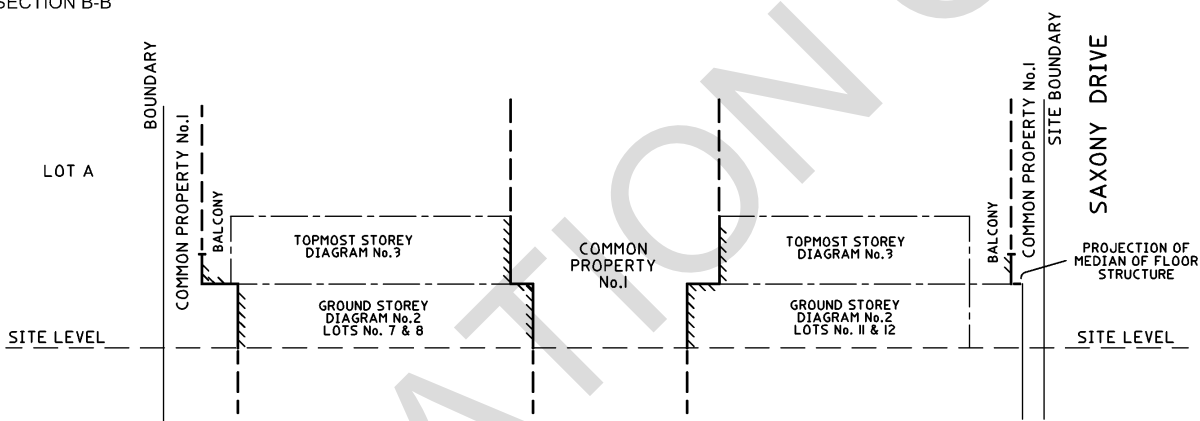
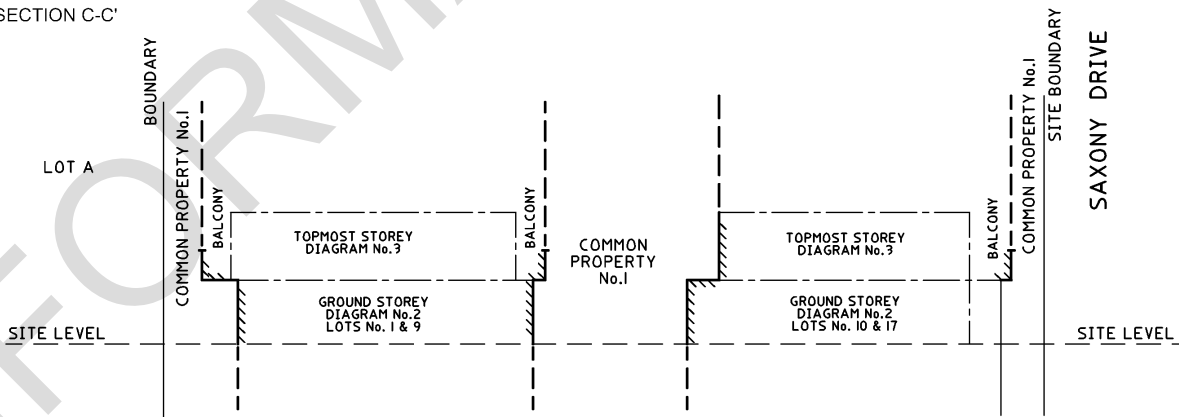


DIAGRAM 6
CROSS SECTION C-C'



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NOT TO SCALE

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

NTS A3

DIGITALLY SIGNED BY LICENSED SURVEYOR:

Anthony Ford

REF 2037A

VERSION 06

SHEET 5



**City of
Whittlesea**

**Plan of Subdivision PS710111H
Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S030629A
Plan Number: PS710111H
Responsible Authority Name: Whittlesea City Council
Responsible Authority Reference Number 1: 608178
Surveyor's Plan Version: 06

Certification

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

Public Open Space

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

Has not been made at Certification

Digitally signed by Council Delegate: Carolyn Leatham
Organisation: Whittlesea City Council
Date: 15/11/2013

INFORMATION ONLY

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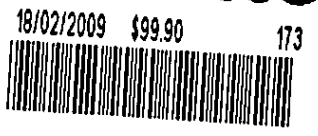
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Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:5326027

Customer Code: 1167E

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

Land: Certificates of Title Volume 11052 Folio 431 and Volume 11073 Folio 393 and part of Volume 11099 Folio 001 and Vol 11101 Folio 890

Authority: Whittlesea City Council of Ferres Boulevard, South Morang 3752

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

Name of officer: DAVID J. P. NEM...

Office held: CEO

Date: 20-1-2009

AG355758G

18/02/2009 \$99.90 173



Whittlesea City Council

AND

Epping Developments Limited

**AGREEMENT UNDER SECTION 173 OF THE PLANNING
AND ENVIRONMENT ACT 1987**

**Subject Land: Lots A and B and Part of Lot 1002, Lyndarum Estate,
Epping**

Mills Oakley
Lawyers
4th Floor, 121 William St
MELBOURNE 3000
Ph: (03) 9670 9111
Fax: (03) 9605 0933
DX: 558
Ref: DGA: 2112175
Version 3

AG355758G

18/02/2009 \$99.90 173



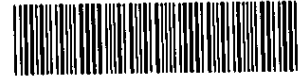
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INFORMATION ONLY

AG355758G

18/02/2009 \$99.90 173



SECTION 173 AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 2008
pursuant to Section 173 of the *Planning & Environment Act 1987*

PARTIES:

WHITTLESEA CITY COUNCIL of Ferres Boulevard, South Morang, 3752
("Council")

AND

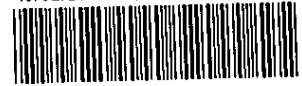
EPPING DEVELOPMENTS LIMITED ACN 084 843 916 of 6 Lakeside Drive,
Burwood East, 3151 ("the Owner")

RECITALS

- A. The Owner is the registered proprietor of the Land and the Subject Land.
- B. Council is the Responsible Authority pursuant to the Act for the Scheme.
- C. Council has issued Planning Permits allowing for the residential subdivision of the Land and the removal of native vegetation from that land in accordance with the Plans endorsed under Condition 1 of each Planning Permit and subject to the various conditions contained in each of the Planning Permits. Copies of the Planning Permits are available for inspection at Council Offices during normal business hours upon giving Council reasonable notice.
- D. Each of the Planning Permits contains a condition which requires the Owner to enter into this Agreement to provide for the provision of native vegetation offsets and net gains associated with the removal of native vegetation from the Land as allowed by each of the Planning Permits.
- E. Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.
- F. The Owner and Council enter into this Agreement:
 - (i) to give effect to the requirements of Conditions contained in each of the Planning Permits; and
 - (ii) to achieve and advance the objectives of planning in the State of Victoria and the objectives of the Scheme in respect of the Land and the Subject Land.

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IT IS AGREED THAT:

1. DEFINITIONS

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

“**Act**” means the *Planning and Environment Act 1987*;

“**Agreement**” means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

“**Business day**” means Monday to Friday excluding public holidays in Victoria;

“**Land**” means all of the land comprised in Lot 1 on Title Plan No. TP841214B being located at 100 O’Herns Road, Epping.

“**Lyndarum Development Plan**” means a detailed layout plan of the Land which outlines the basis on which the Owner will be undertaking development of the Land and which from time to time has been approved by Council for the purposes of this Agreement;

“**Owner**” means and includes the Owner and the Owner's successors transferees and permitted assigns, being the persons entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it.

“**Planning Permit**” means both of the Planning Permits No. 709864 and 710489 issued by the Council under the Scheme;

“**Scheme**” means the Whittlesea Planning Scheme;

“**Subject Land**” means Lot A in Plan of Subdivision No. PS607046S, and being the land in Certificate of Title Volume 11052 Folio 431, Lot B in Plan of Subdivision No. PS607048N and being the land in Certificate of Title Volume 11073 Folio 393 and that part of Lot 1002 in Plan of Subdivision No. 607048N being that part of the land in Certificate of Title Volume 11073 Folio 392 which is identified as “Rural Conservation Zone” or “RCZ” in the Lyndarum Development Plan. Any reference to the Subject Land in this Agreement includes any Lot created by the subdivision of the Subject Land or any part of it;

“**Termination Date**” means the date upon which this Agreement shall end in accordance with Section 177 of the Act namely the date upon which Council reasonably determines and notifies the Owner in writing that the Owner has complied with all of its obligations under this Agreement or the date upon which Council notifies the Owner in writing that Council no longer requires the Owner to perform such obligations;

2. INTERPRETATION

In this Agreement, unless expressed or implied to the contrary:

- 2.1 undefined terms or words have the meanings given in the Act or the Scheme;
- 2.2 the singular includes the plural and the plural includes the singular;
- 2.3 a reference to a gender includes a reference to the other genders;
- 2.4 a reference to a person includes a reference to a firm, corporation or other corporate body;
- 2.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 2.6 a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- 2.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 2.8 where, in this Agreement, Council may exercise any power, duty or function, that power may be exercised on behalf of Council by an authorised or delegated officer;
- 2.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- 2.10 the Recitals to this Agreement form part of this Agreement;
- 2.11 in Clause 7.1 a reference to the January 2007 version of the Conservation Management Plan includes any document which subsequently amends or replaces such Plan.

3. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

4. EFFECT OF AGREEMENT

- 4.1 This Agreement is effective from the date of this Agreement.
- 4.2 The Owner's use and development of the Land and the Subject Land is subject to the conditions and obligations set out in this Agreement which are intended to achieve or advance the objectives of the Scheme.
- 4.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the Subject Land to

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bind the Owner and each successor, assign or transferee of the Owner including the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Subject Land.

5. OWNER'S WARRANTIES

Without limiting the operation or effect of this Agreement, the Owner warrants that:

- 5.1 except for the parties to this Agreement, any mortgagee who has consented to this Agreement, and any other persons disclosed in writing to Council before the signing of this Agreement, no other person has any interest either legal or equitable in the Subject Land which may be affected by this Agreement or by development or use of the Subject Land pursuant to the Scheme or any permit or approved plan under the Scheme;
- 5.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the Subject Land.

6. SUCCESSORS IN TITLE

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the Subject Land, the Owner's successors in title will:

- 6.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- 6.2 execute a deed agreeing to be bound by this Agreement.

7. COVENANTS OF OWNER

The Owner and Council acknowledge and agree that:

7.1 Native Vegetation Offsets and Net Gains

the Owner must, at no cost to Council and to the satisfaction of Council, implement on a progressive basis the recommendations and requirements contained in Sections 3.2, 3.5, 4 and 5 of the Lyndarum Estate, Epping, Conservation Management Plan (Ecology Australia Pty Ltd Final Version, January 2007) (Conservation Management Plan) insofar as they relate to development of the Land. A copy of the Conservation Management Plan is available for inspection at Council Offices during normal business hours upon giving Council reasonable notice.

7.2 Maintenance and Management of Native Vegetation Net Gains

- 7.2.1 the Owner must maintain and properly manage all works done by it in compliance with the requirements of Clause 7.1 of this Agreement free of defects (including by replacement of any vegetation which is in poor health, dead or dying) for a period of 10 years from the date on which the Manager for Council's Parks



and Gardens Division confirms to the Owner that all those implementation works have been completed to the satisfaction of Council.

- 7.2.2 the maintenance and management regimes to be used by the Owner to achieve compliance with Clause 7.2.1 must be those set out in the Conservation Management Plan.
- 7.2.3 the 10 year maintenance and management period imposed by Clause 7.2.1 will be reduced to the shorter time period of 27 calendar months (commencing on the same date as the 10 year maintenance and management period) if within 20 calendar months of the date of commencement of the maintenance and management period referred to in Clause 7.2.1 or such other time as the parties agree, a monetary contribution is paid to Council in lieu of the Owner continuing to perform the maintenance and management obligations.
- 7.2.4 The amount of the monetary contribution to be received by Council before the Owner is entitled to the reduced maintenance and management period is \$234,149.30 (inclusive of GST).
- 7.2.5 Council acknowledges that the obligation to pay a monetary contribution referred to in this Clause will be fully satisfied if it receives payment of the same amount from AVJennings Properties Ltd under a Section 173 Agreement bearing the same date as this Agreement. For the avoidance of doubt Council further acknowledges that pursuant to both this Agreement and its other Section 173 Agreement with AVJennings Properties Ltd only one amount of \$234,149.30 is payable to it for the Owner to become entitled to have the reduced maintenance and management period apply to it.
- 7.2.6 upon expiry of the maintenance and management period (whether under Clause 7.2.1 or Clause 7.2.3) or such earlier date as mutually agreed the Owner must either
- 7.2.6.1 execute a transfer to Council of the Subject Land; or
 - 7.2.6.2 show the Subject Land as a Reserve on one or more Plans of Subdivision so as to vest the Subject Land in Council immediately upon registration of those Plans of Subdivision.
- 7.2.7 any expenses in the nature of disbursements associated with the transfer to Council or vesting in Council of the Subject Land must be paid by the Owner.
- 7.2.8 the amount of the monetary contribution referred to in Clause 7.2.4 will be adjusted on each anniversary of this Agreement until it is

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paid in full by movements in the Consumer Price Index (all groups) Melbourne.

8. FURTHER OBLIGATIONS OF OWNER

The Owner covenants and agrees that it will:

8.1 Notice

bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of interests in the Subject Land;

8.2 Compliance

do the following:

8.2.1 comply with the requirements of all statutory authorities in relation to the development of the Subject Land;

8.2.2 comply with all statutes, regulations, local laws and planning controls in relation to the Subject Land; and

8.2.3 take all necessary steps to comply with the obligations of each clause in this Agreement;

8.3 Registration

do the following:

8.3.1 consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Subject Land in accordance with Section 181 of the Act; and

8.3.2 all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section;

8.4 Council's Costs to be Paid

Pay, immediately on demand by Council, Council's reasonable costs and expenses (including legal expenses) incidental to the preparation, execution and registration of this Agreement;

8.5 Indemnity

indemnify and keep indemnified Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgment or

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claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement;

8.6 Non-Compliance

if the Owner has not complied with this Agreement within 21 days after service of a notice by Council specifying any non-compliance, do the following:

- 8.6.1 allow Council, its officers, employees, contractors or agents to enter the Land or the Subject Land and rectify the non-compliance;
- 8.6.2 pay to Council on demand, Council's reasonable costs and expenses incurred as a result of the non-compliance;
- 8.6.3 pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* on all moneys outstanding under this Agreement until they are paid in full; and

and the Owner agrees:

- 8.6.4 to accept a certificate signed by the Quantity Surveyor (if appropriate) or otherwise the Chief Executive Officer of Council (or the nominee of the Chief Executive Officer) as prima facie evidence of the costs and expenses incurred by Council in rectifying the Owner's non-compliance with this Agreement.

8.7 Council Access

allow Council, its officers, employees, contractors or agents or any of them, to enter the Land or the Subject Land (at any reasonable time) to assess compliance with this Agreement.

9. GENERAL

9.1 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

9.2 No Waiver

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

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9.3 Severability

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

9.4 No Fettering of Council's Powers

This Agreement does not fetter or restrict the power or discretion of Council to make or impose requirements or conditions in connection with any use or development of the Subject Land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the Subject Land or the issue of a Statement of Compliance in connection with any such plans.

10. ENDING OF AGREEMENT

10.1 This Agreement ends on the Termination Date.

10.2 This Agreement ends in respect to those parts of Lot 1002 which are not within the meaning given to "Subject Land" under this Agreement when a plan of subdivision has been registered which creates separate Certificates of Title for such land which are intended to be the final housing lots.

10.3 Upon ending of this Agreement under either of Clauses 10.1 or 10.2 Council will at the written request and at the cost of the Owner give to the Owner an appropriate signed Application under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

11. NOTICES

11.1 Service of Notice

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

11.1.1 personally on the party; or

11.1.2 by sending it by pre-paid post, addressed to that party at the address for service specified in this document or subsequently notified to each party; or

11.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party.

11.2 Time of Service

A notice or other communication is deemed served;

11.2.1 if served personally, upon service;

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Executed by **EPPING DEVELOPMENTS LTD** by being signed by its Attorney **Peter Hood** pursuant to Power of Attorney dated 30 August 2007 who certifies that he has received no notice of the revocation thereof and in the presence of:

)
)
)
)
)
)
)
.....
P Hood

.....
Witness *[Signature]*
CPA 9211492

INFORMATION ONLY

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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 11 September 2024 04:34 PM

PROPERTY DETAILS

Address: **51 SAXONY DRIVE EPPING 3076**
Lot and Plan Number: **Lot 15 PS710111**
Standard Parcel Identifier (SPI): **15\PS710111**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **880112**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 181 J7**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

OTHER

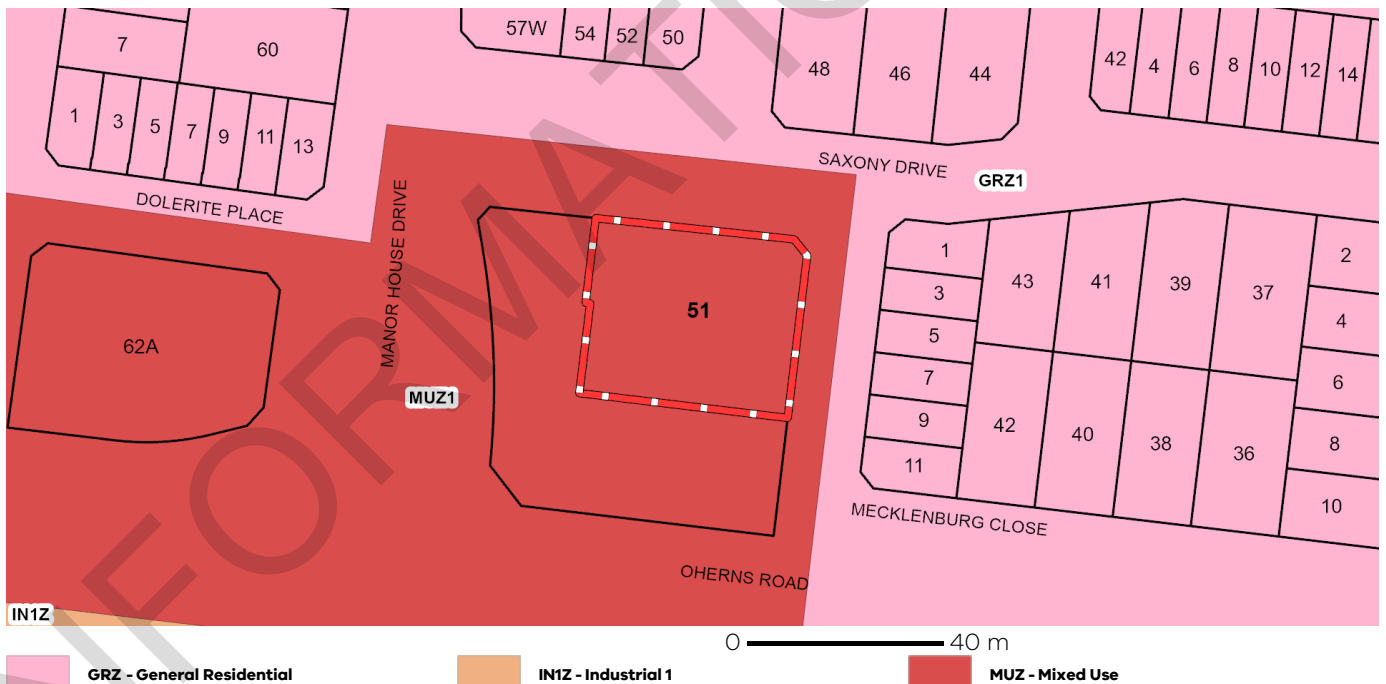
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[MIXED USE ZONE \(MUZ\)](#)

[MIXED USE ZONE - SCHEDULE 1 \(MUZ1\)](#)



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

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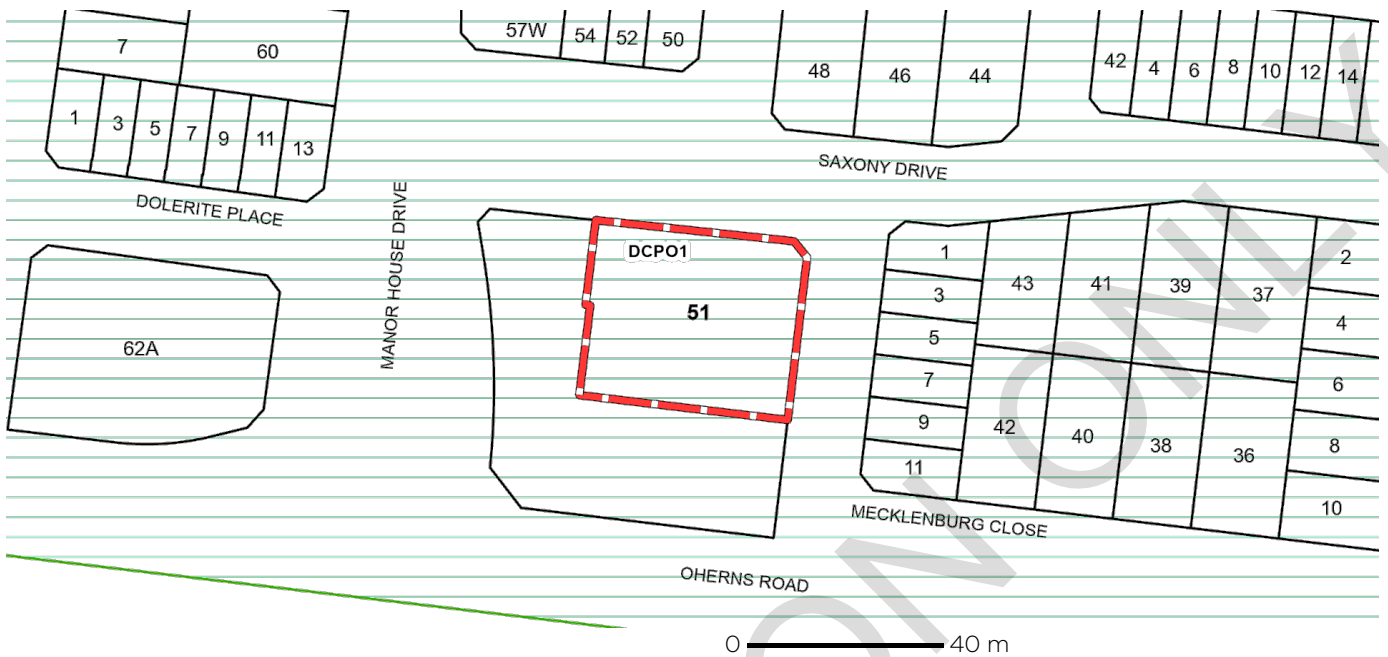
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

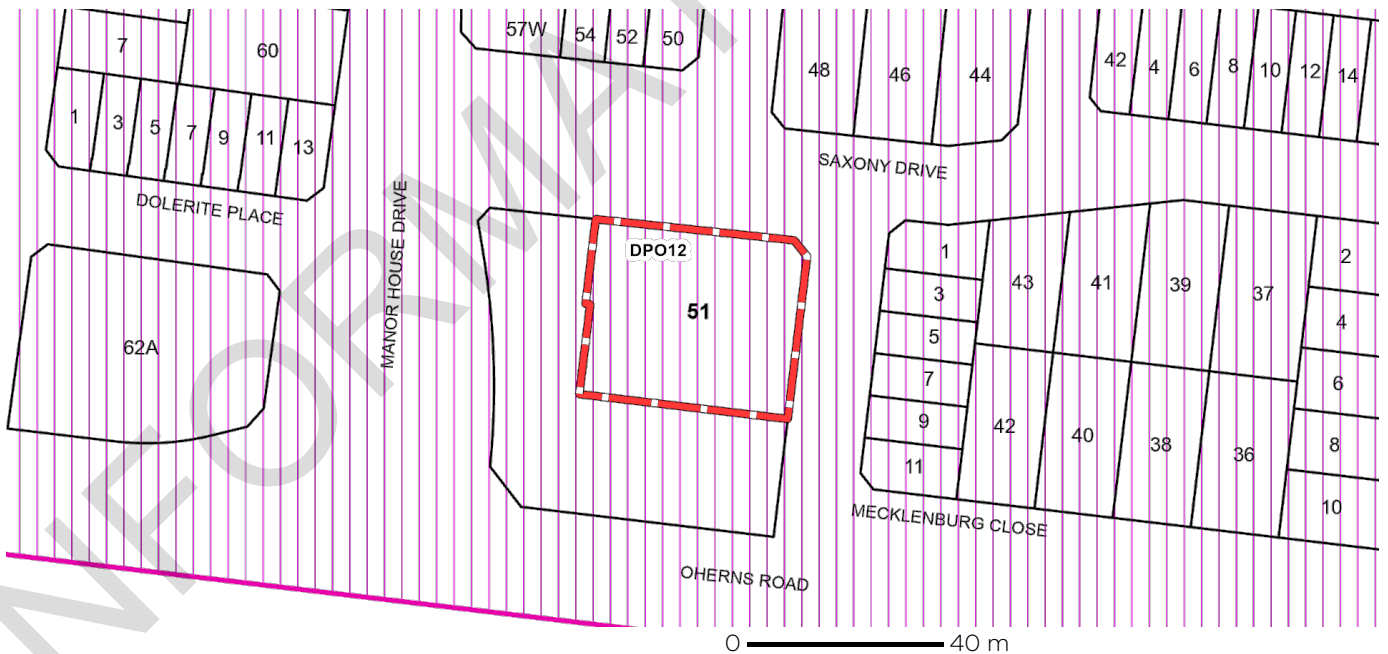


DCPO - Development Contributions Plan Overlay

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 12 (DPO12)



DPO - Development Plan Overlay

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

Planning Overlays

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)



 VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 4 September 2024.

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

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

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

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

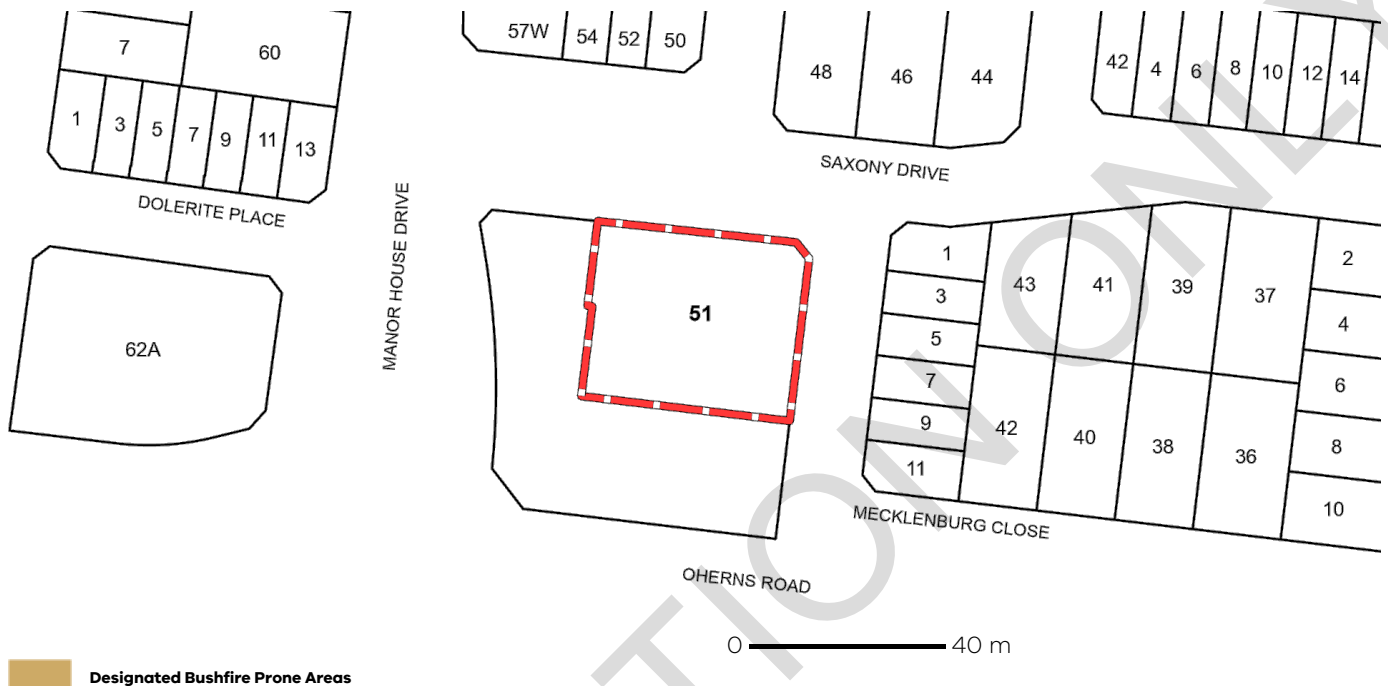
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

From www.land.vic.gov.au at 11 September 2024 04:34 PM

PROPERTY DETAILS

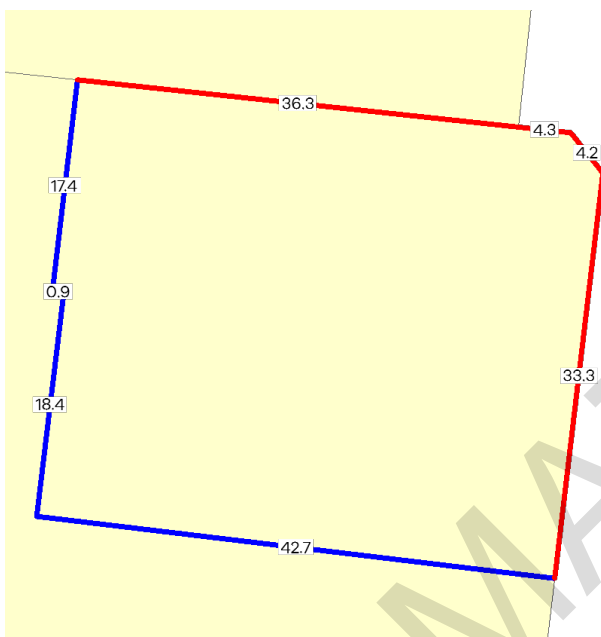
Address: **51 SAXONY DRIVE EPPING 3076**
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Standard Parcel Identifier (SPI): **15\PS710111**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **880112**
Directory Reference: **Melway 181 J7**

www.whittlesea.vic.gov.au

Note: There are 18 properties identified for this site. These can include units (or car spaces), shops, or part or whole floors of a building. Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1550 sq. m

Perimeter: 158 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

PLANNING INFORMATION

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

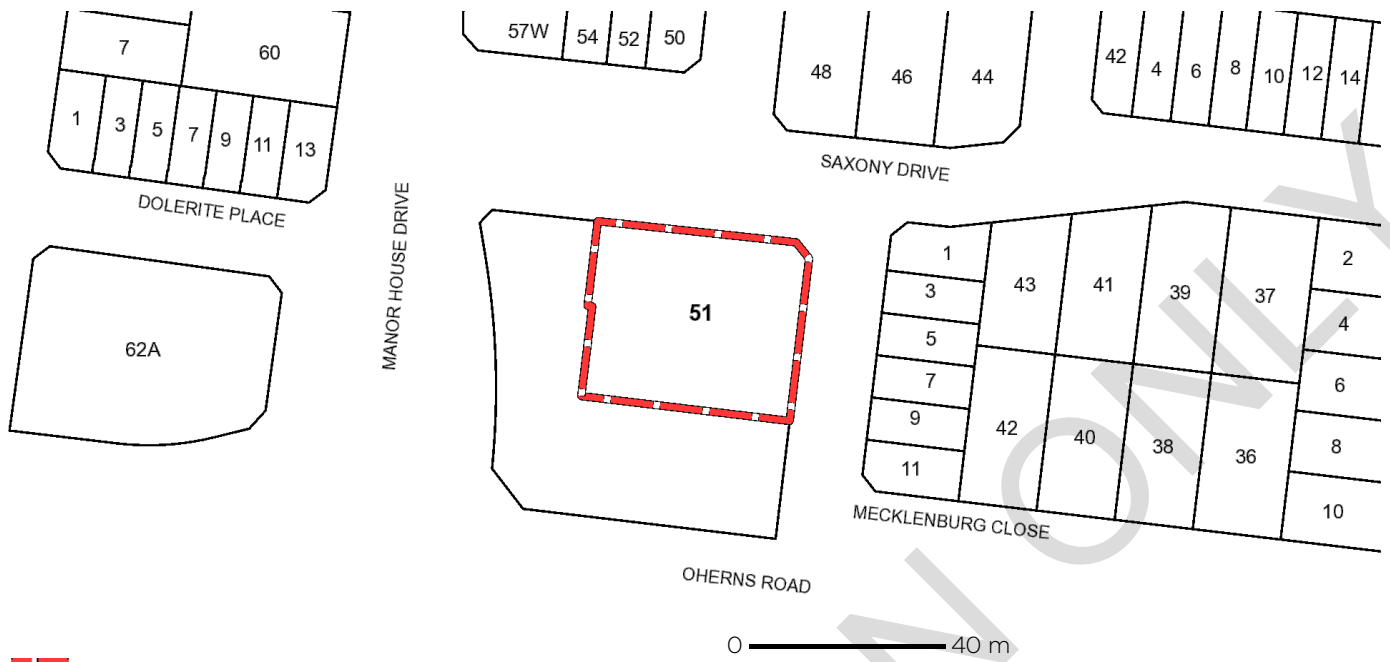
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 11/09/2024 12:47:57 PM

OWNERS CORPORATION 1
PLAN NO. PS710111H

The land in PS710111H is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 17.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

STRATA PLAN PTY LTD LEVEL 13 222 KINGS WAY SOUTH MELBOURNE VIC 3205

AK955640B 11/03/2014

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:

1. AL003503Q 03/04/2014

Additional Owners Corporation Information:

OC020482Q 13/12/2013

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/09/2024 12:47:57 PM

**OWNERS CORPORATION 1
PLAN NO. PS710111H**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Total	170.00	170.00

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

Statement End.

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 28th August 2024

1. OWNERS CORPORATION DETAILS

Plan Number: PS710111H
Address of Plan: 59A Manor House Drive Epping Victoria 3076
Lot Number this statement relates to:
Unit Number this statement relates to:
Postal Address: Level 13/222 Kings Way South Melbourne Victoria 3205

2. CERTIFICATE DETAILS

Vendor: Nawal Jeries Shomali
Postal Address for Lot 15: 47 Blackwood Avenue MENTONE VIC 3194
Purchaser:
Person requesting Certificate: Nawal Jeries Shomali
Reference: (Ref: Case #640822)
Address:
Fax:
E-mail: cosmos.sagittarius@gmail.com

3. CURRENT ANNUAL LEVY FEES FOR LOT 15

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 15 are **2,251.84 per annum** commencing on 1 July 2024. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/24 to 30/09/24	562.96	01/07/24	Paid
01/10/24 to 31/12/24	562.96	01/10/24	To be Issued
01/01/25 to 31/03/25	562.96	01/01/25	To be Issued
01/04/25 to 30/06/25	562.96	01/04/25	To be Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 15.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 28th August 2024

For Plan No. PS710111H - Lot 15

4. CURRENT LEVY POSITION FOR LOT 15

Fund	Balance	Paid To
Administrative	0.00	30 September 2024
Maintenance Fund	0.00	30 June 2017
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 15.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 15 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 28 August 2024:

Account / Fund	Amount
Administrative Fund	267.52
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 28 AUGUST 2024	\$267.52

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

Policy No.	HS0006098626
Expiry Date	19-December-2024
Insurance Company	FLEX Underwriting Agency
Broker	INS Strata
Premium	11298.26

Cover Type

Cover Type	Amount of Cover
Building Catastrophe	\$853,500
Building Catastrophe - Loss of Rent/Temp Accom	\$128,025
Building Catastrophe - Removal of Contents/Evacuat	\$42,675
Building Catastrophe - Temporary Accommodation	\$42,675
Common Area Contents	\$56,900
Damage (i.e. Building) Policy	\$5,690,000
Fidelity Guarantee Insurance	\$100,000
Floating Floors	Insured
Flood	Insured
Government Audit Costs	\$25,000
Government Audit Costs - Appeal Expenses	\$100,000
Government Audit Costs - Legal Defense Expenses	\$50,000
Loss Of Rent/Temporary Accomodation	\$853,500
Lot Owner's Fixtures and Improvements	\$250,000
Office Bearers Liability Insurance	\$1,000,000
Property, Death and Injury (Public Liability)	\$20,000,000
Voluntary Workers Insurance	\$200,000/\$2,000

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 28th August 2024

For Plan No. PS710111H - Lot 15

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
18/12/2013	Strata Plan		Current	Contract of appointment - Strata plan
01/03/2019	Premier Waste Management		Current	Waste Collection

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 28th August 2024

For Plan No. PS710111H - Lot 15

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Strata Plan
ABN / ACN: 27 544 006 714
Address of Manager: Level 13/222 Kings Way South Melbourne Victoria 3205
Telephone: 1300 278 728
Facsimile:
E-mail Address: info@strataplan.com.au

17. ADDITIONAL INFORMATION

Nil.

SIGNING

The common seal of Plan No. PS710111H, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Chux Olagama
Company: Strata Plan
Address of registered office: Level 13/222 Kings Way South Melbourne Victoria 3205

28/08/2024

Date



Common Seal
of Owners Corporation



INSPIRING AMAZING
LIFE SPACES™

Strata Plan
Level 13/222 Kings Way,
South Melbourne VIC 3205
T: 1300 278 728
E: info@strataplan.com.au
strataplan.com.au

Nawal Jeries Shomali

28th August 2024

Dear Nawal Jeries Shomali

Re: OWNERS CORPORATION CERTIFICATE - LOT 15, PLAN NO. PS710111H

In response to your request, we now attach an Owners Corporation Certificate for Lot 15 in Plan No. PS710111H dated 28th August 2024. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("Act").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at info@strataplan.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully



Registered Manager

Full name: Chux Olagama
Company: Strata Plan
Address of registered office: Level 13/222 Kings Way South
Melbourne Victoria 3205

28/08/2024

Date



Minutes of the Annual General Meeting

Owners Corporation for 59A Manor House Dr EPPING VIC 3076 Plan No. PS710111H

Meeting Date	03 Oct 2023		
Meeting Location	Zoom Video Conference		
Time	06:00 PM	Opened: 06:00 PM	Closed: 06:21 PM
Lots Represented	Lot 11	Charith Mark Jayasuriya	Owner present
Chairperson	Chux Olagama (Strata Plan)		
Additional Attendees			
Apologies			

With an attendance of 5.88% a quorum was not achieved, interim decisions apply; Interim resolutions become resolutions of the owners corporation9 (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if



Motion 1				
Election of Chairperson of the Meeting	Ordinary Resolution Submitted by Strata Manager			
It was resolved to appoint Mark Jayasuriya as the chairperson of the Owners Corporation.				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0

Motion 2				
Adoption of Minutes for the Previous Annual General Meeting	Ordinary Resolution Submitted by Strata Manager			
It was resolved that the minutes of the last Annual General Meeting, as circulated with the notice of meeting, be accepted as a record of the Owners Corporation.				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0

Motion 3				
Financial Statements	Ordinary Resolution Submitted by Strata Manager			
It was resolved that the end of financial year statement/s, as circulated with the notice of meeting, be accepted as a financial record of the Owners Corporation.				
<i>Note: Any queries regarding the financial statements must be forwarded to the Manager in writing at least 72 hours prior to the meeting date. All queries will be answered in writing by the Manager. The Annual Financial Statements are distributed in accordance with the Australian Taxation laws & requirements.</i>				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0



Motion 4				
Report - Chairperson / Committee	Ordinary Resolution Submitted by Strata Manager			
There was no report provided.				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0

Motion 5				
Report - Manager	Ordinary Resolution Submitted by Strata Manager			
It was resolved to consider the Managers report, as circulated with the notice of meeting.				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0

Motion 6				
Report - Grievances	Ordinary Resolution Submitted by Strata Manager			
There were no grievances to report.				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0



Motion 7

Cost, Debt and Legal Recovery

Ordinary Resolution

Submitted by Strata Manager

It was resolved that any costs and/ or expenses incurred by the Owners Corporation resulting from a breach of the Owners Corporation Act 2006, Act Amendment 2021, Owners Corporation Regulations 2018, Model Rules, Owners Corporation additional rules or relevant laws, shall be payable as a debt due by any the person who is in default or in breach.

It was resolved that any costs and/ or expenses incurred by the Owners Corporation for extraordinary items of expenditure relating to repairs, maintenance or other works, including the costs of any investigations, that are carried out wholly or substantially for the benefit of some or one, but not all, of the lots affected by the owners corporation will be levied on the basis that the lot owner of the lot that benefits more pays more.

It was resolved to appoint Strata Plan Pty Ltd as a debt collection agency to take all necessary steps necessary for the recovery of outstanding fees, levies, and/ or charges due by any member of the Owners Corporation, which may include initiating legal proceedings at VCAT or relevant court jurisdiction and/ or to appoint a lawyer to act on the Owners Corporations behalf in relation to any necessary debt recovery action to be taken.

Motion CARRIED.

VOTES

Yes : 1

No: 0

Abs: 0

Inv: 0

Motion 8

Penalty Interest

Ordinary Resolution

Submitted by Strata Manager

It was resolved that the Owners Corporation charge penalty interest to any amount payable by a lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under Section 2 of the Penalty Interest Rates Act 1983.

Motion CARRIED.

VOTES

Yes : 1

No: 0

Abs: 0

Inv: 0



Motion 9				
Building Insurance	Ordinary Resolution Submitted by Strata Manager			
<p>It was resolved the insurance policy taken out by the Owners Corporation, as circulated with the notice of meeting.</p> <p>It was resolved that the manager be authorised to arrange quotes for consideration by the owners corporation and in the absence of a committee and/ or chairperson, the manager to be delegated the authority to arrange insurance cover with the incumbent insurer or as recommended by the insurer and/ or broker.</p> <p><i>Note: In accordance with the provisions of legislation, authorised licensees & insurers may share the fee they receive from the underwriter with Strata Plan. Any insurance advice provided by Strata Plan is of general & factual in nature only.</i></p>				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0

Motion 10				
Building Reinstatement and Replacement Valuation	Ordinary Resolution Submitted by Strata Manager			
<p>It was resolved that the Owners Corporation obtains an independent sworn insurance valuation for the replacement value of the building every 5 years (or earlier) as per Section 59 of the Owners Corporation Act 2006 and that the buildings sum insured shall be in accordance with the valuation obtained.</p> <p>It was further resolved for the valuation to be obtained at the time of the insurance renewal.</p>				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0



Motion 11				
Maintenance Plan	Ordinary Resolution Submitted by Strata Manager			
It was resolved that the Owners Corporation defer obtaining a maintenance plan report to be discussed at the next Annual General Meeting.				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0

Motion 12				
Occupational Health and Safety	Ordinary Resolution Submitted by Strata Manager			
It was resolved that the owners corporation agree to monitor the common areas themselves and report any occupational health and safety issues should they arise.				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0



Motion 13

Proposed Administration Budget Fees

Ordinary Resolution

Submitted by Strata Manager

It was resolved to ratify the proposed annual administration budget, as circulated with the notice of meeting for the period from 01/07/2023 to 30/06/2024, raising an amount of \$38,281.00 and shall continue until the next Annual General Meeting or a new annual budget is resolved.

Note: The fees are set in accordance with Section 23, of the Owners Corporation Act 2006 being based on unit liability as per the Plan of Subdivision registered with Land Victoria and fees paid quarterly in advance, due 28 days from issue date of the levy notice.

Shall any levies already issued for the year to date based on the previous approved budget and amendment to that budget are approved, then the difference shall be distributed pro rata over the remaining term(s) of the financial year.

The approved budget shall continue until such time a new budget is resolved by the Owners Corporation.

The above-mentioned budget is GST-exclusive for the Owners Corporations that are registered for GST.

Motion CARRIED.

VOTES

Yes : 1

No: 0

Abs: 0

Inv: 0



Motion 14				
Election of Committee / Grievance Committee	Ordinary Resolution Submitted by Strata Manager			
<p>It was resolved to elect members to form part of the committee & grievance committee in accordance with Part 5 of the Owners Corporation Act 2006.</p> <p>The following member was elected as the Chairperson:</p> <p>Mark Jayasuriya - lot 11</p> <p>It was resolved that the manager be appointed as the secretary of the Owners Corporation and Committee (where a committee is appointed).</p> <p><i>Note: A Committee member's role is to act in good faith, make decisions on behalf of all owners, manage the operations of the owners corporations and instruct the manager or relevant parties accordingly. All Committee directions to the Manager shall be via the chairperson after deliberation by all committee members. The Owners Corporation Manager will only take instructions from one person.</i></p> <p>Committee & Chairperson Guidelines</p>				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0

Motion 15				
Appointment of Manager	Ordinary Resolution Submitted by Strata Committee			
<p>It was resolved that Strata Plan Pty Ltd be re-appointed as the Manager of the Owners Corporation for a further 12-month term in accordance with the terms and conditions of the contract of appointment.</p>				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0



Motion 16				
Common Property General Repairs and Maintenance	Ordinary Resolution Submitted by Strata Manager			
There were no items to note.				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0

Motion 17				
General Business	Ordinary Resolution Submitted by Strata Manager			
There were no items to note.				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. PS710111H

1 July 2024 to 30 June 2025

59A Manor House Drive Epping Victoria 3076

Expenditure	Budget 07/24 - 06/25
Bank Fees & Charges	85.00
Electricity	4,000.00
Garden/Lawn Maintenance	5,400.00
Insurance Premiums	12,500.00
Minor Building Maintenance	3,000.00
Strata Manager - disbursements	1,425.00
Strata Manager - management fees	4,071.00
Waste Management Services	7,800.00
Total Administrative Fund Expenditure	38,281.00

Administrative Fund Summary	Budget 07/24 - 06/25	Per Ent
Opening balance	0.00	
Expenditure during budget period	38,281.00	
	38,281.00	
<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	0.00	
Budgeted levies to be raised \$	38,281.00	225.1824

Total Lot Liability 170
 *May include insurance contributions

OWNERS CORPORATION CERTIFICATE

Section.151 Owners Corporation Act 2006 and
Reg.11 Owners Corporations Regulations 2007



Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an Owners Corporation

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

If you are uncertain about any aspect of the Owners Corporation or the documents you have received from the Owners Corporation, you should seek expert advice.

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

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

3 Use of common property

3.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

OWNERS CORPORATION RULES
Owners Corporation 1 Plan PS710111H, 59A Manor House Dr, Epping VIC 3076

1. Definitions

In these rules:

- (a) "Building" means the building constructed on the Land;
- (b) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (c) "Manager" means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (d) "Building Manager" means the person for the time being appointed by the Owners Corporation to be the Building Manager for the purposes detailed in these rules; or if no person is for the time being appointed, the Manager or secretary of the Owners Corporation;
- (e) "Model Rules" means the Model Rules for an Owners Corporation pursuant to regulation 8 of the Owners Corporation Regulations 2007
- (f) "Occupier" means any person in occupation or possession of a lot or having a right to occupy or possess a lot but does not include a Registered Proprietor;
- (g) "Plan" means Plan of Subdivision No. **PS710111H**;
- (h) "Proprietor" means the registered proprietor of a lot;
- (i) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;
- (j) Unless the context otherwise requires –
 - (i) headings are for convenience only,
 - (ii) words importing a gender include any gender,
 - (iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency,
 - (iv) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
 - (v) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under that statute,
 - (vi) a reference to a Owners Corporation includes any elected committee of the Owners Corporation,
 - (vii) a reference to a thing includes part of that thing, and
 - (viii) as the context permits, the singular includes the plural and vice-versa;

- (k) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. Support and Provision of Services

Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor or Occupier of a lot must not:

do anything or permit anything to be done on or in relation to that lot or the common property so that:

- a. any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
- b. the structural and functional integrity of any part of the common property is impaired; or
- c. the passage or provision of services through the lot or the common property is interfered with.

3. Behaviour by Proprietors and Occupiers

A Proprietor or Occupier of a lot must not:

- a. Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- b. Make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation;
- c. Make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of 9.00pm and 8:00am;
- d. Create any noise or behave in a manner likely to interfere with peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
- e. Obstruct the lawful use of common property by any person.
- f. Without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.
- g. A Proprietor or Occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another lot or to any person lawfully using common property.
- h. A Proprietor or Occupier of a lot must not smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the Owners Corporation or its Manager may designate from time to time.
- i. A Proprietor or Occupier of a lot must not permit any child under the control of that Proprietor or Occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- j. A Proprietor or Occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

4. Cleaning of a Lot

A Proprietor or Occupier of a lot must keep that lot clean and in good repair.

5. Damage to Common Property

A Proprietor or Occupier of a lot shall not mark, paint or otherwise damage or deface any structure that forms part of the common property.

6. Moving of Certain Articles

A proprietor or occupier of a lot must not move any article of furniture or any other article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Owners Corporation or its Manager in sufficient time to enable a representative of the Manager or Owners Corporation to be present.

Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager or Owners Corporation and the proprietor or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.

Without limiting the generality of the foregoing rules, a proprietor or occupier of a lot may only move articles likely to cause damage as in accordance with & as permitted by the Owners Corporation or its Manager from time to time;

A Proprietor or Occupier of a lot shall pay the fee set by the Owners Corporation from time to time, for the attendance of the Building Manager, Manager or other personnel on behalf of the Owners Corporation.

A proprietor or occupier of a lot must not;

- a. permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Owners Corporation or Manager;
- b. permit any vehicles to restrict access to the car park;
- c. permit any carriers to enter the Building other than via the loading dock or designated area permitted by the Owners Corporation or its Manager from time to time;
- d. conduct operations so as to unduly restrict access of other Proprietors or Occupiers of a lot to the building;
- e. place any furniture or items in a lift other than that specified by the Owners Corporations or its Manager from time to time, and in any event, not until protective covers have been placed in the lift by the Manager;
- f. permit any furniture or other items to come into contact in any way with the lift doors, including static contact or leaning or stacking against the door;
- g. damage the common property

Proprietors or Occupiers moving in or out of the Building will be liable to the Owners Corporation for any damage caused to the Building in doing so. If any amount to be paid by a Occupier of the lot moving in or out is not paid within 14 days of the date of moving (and that Occupier of the lot is not the owner of the lot), then the Owners Corporations may recover the amount owed from the owner of the lot.

7. Interference with Common Property

A Proprietor or Occupier of a lot must not, without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

A Proprietor or Occupier of a lot must not, without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.

A Proprietor or Occupier of a lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation.

A Proprietor or Occupier of a lot must not install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation.

A Proprietor or Occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the Owners Corporation.

A Proprietor or Occupier of a lot must not enter any plant room without the consent of the Owners Corporation.

8. Security of Common Property

A Proprietor or Occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

9. Notification of Defects

A Proprietor or Occupier of a lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

10. Compensation to Owners Corporation

The Proprietor or Occupier of a lot shall compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

11. Restricted Use of Common Property for Fire Control

The Owners Corporation may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:-

- a. close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the common property;
- b. permit, to the exclusion of Proprietors and Occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
- c. restrict by means of key or other security device the access of the Proprietors or Occupiers of one level of the lots to any other level of the lots;

A Proprietor and Occupier of a lot must abide by any actions taken by the Owners Corporation in accordance with this rule 11(a)

12. Security Keys

The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Proprietor.

A Proprietor of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or license of a lot to the Occupier to ensure the return of the Security Key to the Proprietor or the Owners Corporation.

A Proprietor or Occupier of a lot in possession of a Security Key must not without written consent from the Owners Corporation duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Proprietor or Occupier and is not disposed of otherwise than by returning it to the Proprietor or the Owners Corporation.

A Proprietor or Occupier of a lot must promptly notify the Owners Corporation if a Security Key issued to it is lost or destroyed.

A Proprietor of a lot must keep the Building Manager or Manager informed at all times of the names and addresses and telephone numbers of all persons in possession of a Security Key so that the Building Manager or Manager may maintain a register of Security Key holders which is up to date at all times.

13. Garbage

A Proprietor or Occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

A Proprietor or Occupier of a lot must dispose of garbage in the manner specified by the Owners Corporation or its Manager from time to time but otherwise:

- a. glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
- b. recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
- c. all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property, and;
- d. all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

14. Consent of Owners Corporation

A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that a Proprietor or Occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

15. Complaints and Applications

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

16. Vehicles on Common Property

A Proprietor or Occupier of a lot must not park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot, or in any place other than in a parking area specified by the Owners Corporation for such purpose by the Owners Corporation.

A Proprietor or Occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motorcycle onto common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.

A Proprietor or Occupier of a lot must not store any items in their car park other than a vehicle, motorcycle or trailer, unless approved by the Owners Corporation.

A Proprietor or Occupier of a lot must not permit the use of those spaces allocated for visitors parking for more than 48 hours without special permission from the Owners Corporation or the Manager.

17. Insurance Premiums

A Proprietor or Occupier of a lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

18. Storage of Bicycles

A proprietor or occupier of a lot must not:

permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time;

permit any bicycle to be brought into a lot or the foyer, stairwells hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its Manager from time to time.

19. Fire Control

A Proprietor or Occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

A Proprietor or Occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot.

A Proprietor or Occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

A Proprietor of a lot must comply with all fire safety requirements applicable to occupiers of the Building and the directions of all persons authorised to carry out the required procedures including allowing access to the lot for inspection and maintenance of Range Hood Exhaust Systems, smoke detectors and sprinkler systems, and other compliance issues.

20. Signs, Blinds & Awnings

A Proprietor or Occupier of a lot must not without the prior written consent of the Owners Corporation erect or affix any sign or notice to any part of the common property or within the lots, so as to be visible from outside the lots unless approved by the Owners Corporation.

Nothing in rule 20, prohibits the proprietor or occupier of a lot used as a restaurant, café or for other commercial purposes from affixing a sign to the common property or lot provided the sign;

- a. is only for the purposes of identifying the business carried on from the lot and the hours of operation of the business; and
- b. is in the immediate vicinity of the lot; and
- c. complies with the requirements of all relevant authorities, and as permitted by the Owners Corporation from time to time; and
- d. is approved in writing by the lot owner, occupier and Owners Corporation

A proprietor or occupier of a lot must not install or permit the installation of any window coverings other than "white" backed blinds or venetians i.e. white can only be seen from the exterior of the building, or such other window coverings permitted by the Owners Corporation from time to time. Blinds should not be attached to the window framing under any circumstances.

A Proprietor or Occupier of a lot must not install or permit the installation of any external blind or awnings to the lot without the written consent of the Owners Corporation.

21. Appearance of a Lot

1. Without limiting any other of these rules, proprietor or occupier of a lot must not, without prior written consent of the Owners Corporation;
 - a. maintains inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building.
 - b. install bars, screens or grilles other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the Owners Corporation;
 - c. operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;
 - d. without the prior written consent of the Owners Corporation attach to or hang from the exterior of the lot any aerial or any security device or wires;
 - e. install or operate any intruder alarm which emits any audible signal;
 - f. place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property;
 - g. allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change; and
 - h. install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.
 - i. install any air conditioning unit in a lot other than in a place nominated by the Owners Corporation.
 - j. install any pipes, wiring, cables or the like to the external face of the Building.
2. Without limiting any other of these rules, proprietor or occupier of a lot must;
 - a. keep the external facade of the lot (including the surface of all walls, floors and ceilings which abut common property) in a good and proper condition and in accordance with all requirements of the owners corporation;
 - b. not do or permit anything to be done which would result in the external facade of the lot (including the surface of all walls, floors and ceilings of facades which abut common property) not being in a good and proper condition and in accordance with all requirements of the owners corporation;
 - c. not fix, or place any thing upon the external facade of the lot (including the surface of all walls, floors and ceilings which abut common property) or allow any such thing to remain therein save as permitted from time to time by the owners corporation in writing.
3. Each Proprietor of a lot hereby irrevocably authorises the owners corporation, its servants agents and contractors, to undertake at the Proprietor's expense all works reasonably necessary to bring the external facade of that lot (lot (including the surface of all walls, floors and ceilings which abut common property) in a good and proper condition and in accordance with all requirements of the owners corporation.

22. Painting, Finishing, Etc

A Proprietor or Occupier of a lot must not paint, finish or otherwise alter the external facade of the lot, building or any improvement forming part of the common property.

23. Clothes Drying and Appearance of a Lot

A proprietor or occupier of a lot must not place any washing, towel or other article so as to be visible from the common property or outside the Building without the written consent of the Owners Corporation.

24. Compliance with Rules by Invitees

A Proprietor or Occupier of a lot must take all reasonable steps to ensure that invitees of the Proprietor or Occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

A Proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot any invitees of the lessee or licensee comply with these rules.

25. Compliance with Laws

A Proprietor or Occupier of a lot must at the Proprietor's or Occupier's own expense promptly comply with all laws relating to the lot including, with limitation, or any requirements, notices and orders of any governmental authority.

A Proprietor or Occupier of a lot must not use or permit a lot affected by the Owners Corporation to be used for any purpose that may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or Occupier of any lot or the families or visitors of any such member or Occupier;

A Proprietor or Occupier of a lot must grant to the Owners Corporation its servants and agents upon the member being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and the external façade of the Common Property.

26. Interference with Exclusive and Special Rights

A Proprietor or Occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.

A Proprietor or Occupier of a lot must not interfere with or obstruct the Building Manager or Manager from performing its duties under any Agreement entered into from time to time.

27. Building Works

A Proprietor or Occupier of a lot must not undertake any building works within or about or relating to a Owners Corporation member's lot except in accordance with the following requirements:

- Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof;
- The Proprietor or Occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other Proprietors and Occupiers;

The Proprietor or Occupier of a lot must not proceed with any such works until the Proprietor or Occupier:

- a. Submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor or Occupier which affect the external appearance of the Building or any of the common property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
- b. Supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
- c. Receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building surveyor engaged by the Owners Corporation to consider such plans and specifications) by the Proprietor or Occupier and such approval shall not be effective until such costs have been paid; and
- d. Pays such reasonable costs to the Owners Corporation;

The Proprietor or Occupier of a lot must ensure that the Proprietor or Occupier and the Proprietor or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building material or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;

Without limiting the generality of sub-paragraph (d) the Proprietor or Occupier of a lot must ensure that the Proprietor or Occupier and the Proprietor or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

- a. building materials must not be stacked or stored in the front side or rear of the Building;
- b. scaffolding must not be erected on the common property or the exterior of the Building;
- c. construction work must comply with all laws of the relevant Government Agencies;
- d. the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state.
- e. construction vehicles and construction worker's vehicles must not be brought into or parked in the common property.

Before any of the Proprietor or Occupier's works commence the Proprietor or the Occupier must:

- a. cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
- b. deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;

Access shall not be available to other lots on the Plan or common property on the Plan for the installation and maintenance of services and associated building works without the consent or license of the owner of the relevant lot or the Owners Corporation in the case of common property;

The Proprietor or Occupier of a lot shall immediately make good all damage to and dirtying of the Building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Proprietor or Occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Proprietor or Occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Proprietor or Occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying;

The Proprietor or Occupier of a lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporation's election) to reimburse to the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.

28. Conduct of Meeting

The conduct of meetings of the Owners Corporation shall otherwise be regulated in accordance with the relevant legislation.

29. Selling and Leasing

A Proprietor or Occupier of a lot must not allow the erection of any for sale or for lease boards on the lot or common property without the written consent of the Owners Corporation.

30. Use of Appurtenances

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposit therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Proprietor or Occupier causing the damage or blockage.

31. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any lot, the Proprietor of such lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto the Owners Corporation and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

32. Access to Lots

Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the lot owner in cases where such leakage or defect is due to any act or default of the said lot owner or his or her invitees). The committee of the Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Proprietor or Occupier as is reasonable in the circumstances.

33. Recovery of Owners Corporation Contribution Fees/Legal/Costs

The Proprietor, member or occupier of a lot shall pay on demand by the Owners Corporation;

- a. all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the member in the performance or observance of

any term, covenant or condition contained in these rules including but not limited to recovery of Owners Corporation contribution fees.

- b. all costs associated with repairs, maintenance, leak investigations or other works or services performed for the benefit of or relevant to a lot, which are incurred by the Owners Corporation. The costs charges and expenses shall be due and payable as a debt due by the lot owner in default or breach to the Owners Corporation.
- c. Pay all costs incurred by the Owners Corporation as a result of charges arising from a breach or obligation by a lot owner, or an occupier of a lot (such as though not limited to; false fire alarms, fire brigade charges, authority charges), shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by lot owner in default or breach to the Owners Corporation.
- d. The Manager and Owners Corporation shall take all steps necessary for the recovery of outstanding fees, levies and other charges due by any member to the Owners Corporation including commencing proceedings in VCAT, the Magistrates Court and for bankruptcy or the winding up of a company in the Federal or relevant Court. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

34. Penalty Interest

The Owners Corporation will charge penalty interest at the rate for the time being fixed under Section 2 of the Penalty Interest rates Act 1983.

The Manager and Owners Corporation shall take all steps necessary for the recovery of outstanding fees, levies and other charges due by any member to the Owners Corporation including commencing proceedings in VCAT or of relevant jurisdiction. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

35. Commercial Lots

The Proprietor or Occupier of a Commercial lot must not use that lot or any part of the common property for any trade or business nor permit others to do so unless:

- a. written consent from the Owners Corporation has been obtained; and
- b. the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot; and
- c. any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- d. the trade or business can be carried on, and is carried on, without causing undue nuisance to the Proprietors or Occupiers of other lots.

Without limiting any other rule, the Proprietor or Occupier of any lot used as a restaurant, cafe or for other commercial purposes must (unless otherwise permitted by the Owners Corporation):

- a. take out its own bins on each garbage collection day and bring the bins in before 8am on each collection day;
- b. avoid unnecessary noise when filling bins;
- c. ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- d. ensure all cardboard and paper waste is cut up or folded so as to fit in bins;

- e. store all bins within appropriate areas of the lot and must not store bins or leave garbage on common property;
- f. comply with all health, noise and other regulations in carrying on the business from the lot; and
- g. all times maintain any common property licensed to it in good order and otherwise in accordance with the terms and conditions of any licence or consent granted by the Owners Corporation.

36. Recreational Areas & Other Facilities

A Proprietor of a lot must observe the rules in relation to the use of the recreational facilities as determined by the Owners Corporation from time to time, and ensure that any invitees of the Proprietor do not use the area except in accordance rules as permitted by the Owners Corporation from time to time.

37. Pets and Animals

- a. A proprietor and an occupier of a lot, is not permitted to bring or keep any pets or animals on the lot or common property, without the written consent of the Owners Corporation.
- b. An occupier of a lot must not keep any animal on common property after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance.
- c. An occupier of a lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.
- d. An occupier of a lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.
- e. An occupier of a lot must ensure that no animals are allowed in the garden or recreational areas; and must ensure that animals enter and leave the property through the carpark entrance or fire stairs and not through the main entrance lobby unless carried.

38. Storage of Flammable Goods

A Proprietor or Occupier of a lot must not:

- a. except with the written consent of the Owners Corporation, use or store on the lot or the common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- b. do or permit anything which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

39. Storage Lots

The proprietor and occupier of a lot must: -

- a. ensure that no flammable or corrosive liquids are stored in the storage Lots;
- b. ensure that the storage Lots are properly maintained and locked at all times;
- c. refrain from using the storage Lots in a manner which may cause nuisance, damage or hazard to the adjoining Lots and or Common Property.

If the proprietor or occupier wants to install a storage cage, they must;

- a. obtain a written consent from the Manager or Owners Corporation; and
- b. If consent is granted, the proprietor or occupier of a lot must construct the storage cage in accordance with the instructions of the Manager or Owners Corporation.

40. Mail, Newspaper Deliveries & Letter Boxes

The proprietor or occupier of a lot must not adhere any "NO JUNK MAIL" signs or words to that effect unless it is in a form approved by the Owners Corporation.

The proprietor or occupier of a lot must not fail to clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for all such required clearances by other persons should a member or members be absent for any reason whatsoever for any period exceeding twenty four (48) hours, notwithstanding that this requirement may be waived entirely by the Owners Corporation provided that any such waiver is obtained from the Manager in writing not less than seven (7) days prior to the date or dates for which the waiver is required.

A proprietor or occupier of a lot must not have any newspaper delivered or arrange for delivery of any newspaper, unless such delivery is approved and agreed to by the Manager, in a designated area.

A proprietor or occupier of a lot in breach of this rule is responsible for all costs incurred by the Owners Corporation as a result of the breach.

41. Dispute resolution

The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owner's corporation.

The party making the complaint must prepare a written statement in the approved form.

If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.

42. Danger

If the Tenant, Occupier or Proprietor is aware of a risk or a danger (including, hazards, bomb threats, a fire or a riot) in the Building or the Lot, the Tenant, Occupier or Proprietor must advise the Landlord or Owners Corporation immediately.

If there is, or could be, anything that is a risk or a danger to the Building or people in it (such as a bomb threat, a fire or a riot) the Tenant, Occupier or Proprietor must obey the instructions of the police or the fire brigade or other emergency authority including leaving the lot or common property. The Tenant, Occupier or Proprietor must not re-enter the lot, common property or Building unless the Landlord, Owners Corporation or the police or fire brigade or other appropriate authority tells the Tenant, Occupier or Proprietor it is safe to do so.



N J Shomali
C/- Harcourts Rata & Co THOMASTOWN
Unit 1
337 Settlement Road
THOMASTOWN VIC 3074

029
R0_824510

Issue Date 24/01/2024

Assessment Number**0880112**

For emailed notices register at
whittlesea.enotices.com.au
Reference No: 4FEB607B5Z

Property Details

51 Saxony Drive EPPING VIC 3076
LOT 15 PS 710111H

AVPCC 120.2 Single Strata Unit

Valuation Details

These annual valuations are prepared by the State Government for rating and taxation purposes.

Site Value \$75,000

Capital Improved Value \$390,000

Net Annual Value \$19,500

Valuation operative date 01/07/2023

Level of value date 01/01/2023

Instalments

**Amount payable by
28/02/2024****\$266.00****4th Instalment payable by
31/05/2024****\$266.00**

Rates and Charges

Overdue amount	\$0.00
3rd instalment	\$266.00
Total payable by 28/02/2024	\$266.00

Payments received after 22 January 2024 may not be included on this notice



Scan here to pay



Where to pay

www.whittlesea.vic.gov.au**Billers Code: 5157**

Ref: 0880112

BPAY™ this payment via internet or phone banking.
BPAY View™ - View and pay this bill using internet banking
BPAY View Registration No.: 0880112

**Billpay Code: 0350**

Ref: 8801123

Pay in person at any post office, phone 13 18 16 or go to
postbillpay.com.au
Scan & pay this invoice with your iPhone, iPad or Android
device. Download the Australia Post mobile app.



Phone 1300 301 185

**Council Offices**

Cash, Cheque or EFTPOS
Hours - 8.30am to 5.00 pm Mon. to Fri.
(except public holidays).



*350 8801123

PENSION REBATE

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

RATE CAPPING

Council has complied with the Victorian Government's rate cap of 3.5%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

INTEREST ON LATE PAYMENTS

Rates and charges not paid on or before the relevant due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

FINANCIAL HARDSHIP

If you are experiencing difficulties paying your rates because of financial hardship, you can submit an enquiry form for consideration under our Financial Hardship Policy. View the eligibility criteria and policy at whittlesea.vic.gov.au or you call us on 9217 2170.

FARM LAND AND SINGLE FARMING ENTERPRISE

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au.

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

ARRANGEMENTS

If you are having difficulty making your rates payment you can apply for a payment plan at Whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Alternatively you can contact us about an arrangement, deferral or payment plan by emailing arrangements@whittlesea.vic.gov.au

ALLOCATION OF PAYMENTS

All payments will be credited in the following order: Legal costs, interest charges, overdue rates and charges, current year rates and charges

CHANGE OF NAME/ADDRESS

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

PRIVACY STATEMENT

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

COUNCIL OFFICES AND CONTACT INFORMATION

Civic Centre Office - 25 Ferres Boulevard, South Morang VIC 3752
Whittlesea Hub - 63 Church Street, Whittlesea Vic 3757

Locked Bag 1
BUNDOORA MDC VIC 3083

info@whittlesea.vic.gov.au

Phone (03) 9217 2170

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



Do you need help with your rates?

The City of Whittlesea offers a range of support services to assist residents facing financial hardship.

While we are unable to waive rates, there are many other avenues of support available to you. This includes interest-free deferrals, flexible payment plans, waivers of interest and collection costs. If you are experiencing any of the below, and it is affecting your ability to pay your rates, we may be able to provide support.

- Health problems**
- Loss of employment**
- Covid-19 and associated side effects**
- Unforeseen circumstances**
- Severe mortgage stress and/or financial over-commitment**
- Family or domestic violence issues**



How can I apply?

To view our hardship policy and eligibility criteria please visit the rates page on our website.

📍 www.whittlesea.vic.gov.au/rates.

You can then submit an enquiry online or contact us at ☎ **9217 2170** and our dedicated Financial Hardship Support Officer will contact you within 10 business days to discuss a solution tailored to your personal circumstances.



Further information and support

The Financial Wellbeing Booklet provides information, advice and relevant services that may help you manage your money.

This booklet also contains a list of local support, food and material aid services.

Download the booklet at

📍 www.whittlesea.vic.gov.au/FinancialWellbeing

FlexiPay

– Direct Debit

set up your own payment arrangement



Our new self-serve payment system, FlexiPay, allows you to schedule your direct debit rate payments in smaller, more frequent amounts, to suit your budget.

You can apply online to set up weekly, fortnightly, monthly, or quarterly payments throughout the financial year. You can also select the start date for these payments and your payment method – giving you more flexibility in how you pay your rates.



To access FlexiPay, simply scan the QR code or visit whittlesea-pay.enotices.com.au

Receive your rates notices electronically

If you would prefer to receive your rates notice electronically, simply sign up to receive an eNotice.

Once registered you will be able to log into your account to view and download your rates notices at any time.

To sign up, visit the Paying Your Rates page at www.whittlesea.vic.gov.au/rates



JUST 3 EASY STEPS

Step 1



Enter your eNotices Reference Number and contact details.

Step 2



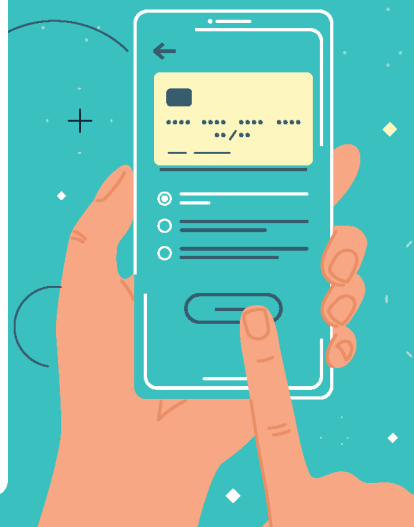
Select your payment frequency and start date.

Step 3



Check your email inbox and click the link to provide your payment method.

 Easily Apply for Direct Debit	 Pay via credit card or bank account	 Manage your payments online with eNotices



Your quarterly bill



MS SHOMALI
C/O RAY WHITE EPPING
769 HIGH ST
EPPING VIC 3076

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

Account number 97 5262 1403
Invoice number 9759 8759 88243
Issue date 21 Mar 2024
Tax Invoice Yarra Valley Water ABN 93 066 902 501

List no. 51523

Summary

51 SAXONY DR, EPPING

Property Number 5061 343, PS 710111 MS SHOMALI

Product/Service


	Amount
Water Supply System Charge	\$20.04
Sewerage System Charge	\$114.46
Yarra Valley Water Total	\$134.50
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$29.38
Parks Charge	\$21.10
TOTAL (GST does not apply)	\$184.98

Amount due
\$184.98

Due date
11 Apr 2024

Payment summary

Last Account	\$374.02
Paid/Adjusted	-\$374.02
Balance	\$0.00
Total this Account	+\$184.98
Total Balance	\$184.98

 **Important note**
Your bill includes the parks charge, which is now billed quarterly.
No water usage has been charged on this account.



How to pay



*3042 975987598824 3



Direct Debit

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



Centrepay

Arrange regular deductions from your Centrelink payments. Visit yvwm.com.au/paying CRN reference: 555 054 118T



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name: Yarra Valley Water
BSB: 033-885
Account number: 975257114



Credit card

Online: yvwm.com.au/paying
Phone: 1300 362 332



Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au
Bill code: 3042
Ref: 9759 8759 88243



BPAY®

Bill code: 344366
Ref: 975 2621 4031

MS SHOMALI

Account number	97 5262 1403
Invoice number	9759 8759 88243
Total due	\$184.98
Due date	11 Apr 2024
Amount paid	\$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.10.

*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

→ Water supply system charge

1 January 2024 - 31 March 2024

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ Sewerage system charge

1 January 2024 - 31 March 2024

A fixed cost for running, maintaining, and repairing the sewerage system.

→ Other authority charges

Waterways and drainage charge

1 January 2024 - 31 March 2024

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc



Parks charge

1 January 2024 - 31 March 2024

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you.

Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay.

Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

	Enquiries	1300 304 688	For language assistance
	Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
	enquiry@yvw.com.au		廣東話 1300 921 362
	yvw.com.au		Ελληνικά 1300 931 364
	TTY Voice Calls	133 677	普通话 1300 927 363
	Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173



Next meter reading:

Between 10-17 May 2024

Property Clearance Certificate

Land Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:74197229-013-5.HN-24/33
Certificate No:	79854177
Issue Date:	11 SEP 2024
Enquiries:	ESYSPROD

Land Address: 51 SAXONY DRIVE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40992037	15	710111	11463	834	\$500.00

Vendor: NAWAL SHOMALI
Purchaser: UNKNOWN UNKNOWN

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR NAWAL JERIES SHOMALI	2024	\$75,000	\$500.00	\$0.00	\$500.00


Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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:	\$390,000
SITE VALUE:	\$75,000
CURRENT LAND TAX CHARGE:	\$500.00

Notes to Certificate - Land Tax

Certificate No: 79854177

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$75,000

Calculated as \$500 plus (\$75,000 - \$50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Bill Code: 5249
Ref: 79854177

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: 79854177

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



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:74197229-013-5.hn-24/33869
Certificate No:	79854177
Issue Date:	11 SEP 2024
Enquires:	ESYSPROD

Land Address: 51 SAXONY DRIVE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40992037	15	710111	11463	834	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120.2	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:	\$390,000
SITE VALUE:	\$75,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79854177

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



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference: LD:74197229-013-5.HN-24

Reference: /33869

Certificate No: 79854177

Issue Date: 11 SEP 2024

Land Address: 51 SAXONY DRIVE EPPING VIC 3076

Lot	Plan	Volume	Folio
15	710111	11463	834

Vendor: NAWAL SHOMALI

Purchaser: UNKNOWN UNKNOWN

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 79854177

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: 79854170

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: 79854170

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.

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 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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: NAWAL JERIES SHOMALI

PROPERTY: 51 SAXONY Drive EPPING VIC 3076

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s):....WESTPAC BANKING CORPORATION

of:..

(b) Amount secured \$.....
Instalments \$..... per.....
Amount required to discharge the Mortgage \$.....

(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

(c) Rate of interest payable% p.a.
Default rate% p.a.

(d) Due date of repayment of Mortgage(s):/...../2
(UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

(e) The Mortgage does *does not provide for further advances *as follows:

.....

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT/...../200

SIGNATURE OF VENDOR(S)

ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT/...../200

SIGNATURE OF PURCHASER(S)

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

- A. The particulars provided by the Vendors in this Statement are accurate.
- B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
- C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE/...../20

SIGNATURE OF PURCHASER(S)