

Contract of sale of land

Property: 4/4 Coogee Street, Boronia 3155

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

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

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN:
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

AVIV BENJAMIN MINTZ

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable)

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

JESSICA ELLEN MINTZ

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable)

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

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Particulars of sale

Vendor's estate agent

Name: O'Brien Real Estate
Address: 207 Stud Road, Wantirna South
Email: abby.ivankovic@obrienrealestate.com.au
Tel: (03) 8820 8338 Mob: 0430 417 861 Ref: Abby Ivankovic

Vendor

Name: **AVIV BENJAMIN MINTZ AND JESSICA ELLEN MINTZ**

Vendor's legal practitioner or conveyancer

Name: Prime Property Lawyers
Address: PO Box 1023, Caulfield North VIC 3161
Email: aliza@primepropertylawyers.com.au
Tel: (03) 8680 4949 Ref: AT:251031

Purchaser

Name:.....
Address:.....
ABN/ACN:.....
Email:.....

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10682 Folio 237	4	503383

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

The land includes all improvements and fixtures.

Property address

The address of the land is **4/4 Coogee Street, Boronia 3155**

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

All fixed floor coverings, electric light fittings, window furnishings and anything of a fixed or permanent nature as inspected.

Payment

Price	\$			
Deposit	\$	_____	by _____	(of which \$ _____ has been paid)
Balance	\$	_____	payable at settlement	

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

- a lease for a term ending on _____ with _____ options to renew, each of _____ years
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
 (or another lender chosen by the purchaser)
 Loan amount: no more than _____

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

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

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

1 Interpretation

In this contract:

- headings are for reference only and do not affect the interpretation of this contract;
- expressions importing a person include a company or other legal entity;
- a promise on the part of two or more persons binds them jointly and severally;
- no provision in this contract will be construed adversely to a party because that party was responsible for the preparation of this contract or that provision;
- specifying anything in the contract after the words "include" or "for example" or similar expressions does not limit what else is included; and
- "Business Day" means a day other than a Saturday, Sunday or a public holiday in Melbourne VIC.

2 Inconsistency between General Conditions and Special Conditions

If there is any inconsistency between the General Conditions and the Special Conditions, the Special Conditions prevail. The warranty in general condition 6.1 is subject to these Special Conditions.

3 Waiver

A party waives a right under this contract only if it does so in writing, and not due to failure to exercise the right, delay or part performance of the right.

4 Unenforceable provision

Any provision in this contract that is invalid or unenforceable will be severed from this contract to the extent of the invalidity or unenforceability, and all other provisions remain in full force and effect.

5 Whole agreement

This contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of the sale of the property. Any promise, condition, representation or warranty which may have been made by or on behalf of the vendor, including the vendor's estate agent or advocate and their employees and contractors, and which is not set out in this contract, is expressly void and unenforceable.

6 Variation

This contract cannot be varied except in writing by the parties or their representatives.

7 Auction rules

If the property is offered for sale by auction:

- it is subject to the vendor's reserve price;
- the rules for the conduct of the auction shall be as set out in the *Sale of Land (Public Auctions) Regulations 2014* (as amended or replaced); and
- general conditions 20, 21 and 22 will not apply if sold at auction.

8 Contractual capacity

(a) The purchaser warrants to the vendor that it is:

- authorised and empowered to enter this contract without the consent or approval of any other person or it has already obtained that consent or approval; and
- not prohibited by or under any law (including the *Foreign Acquisitions and Takeovers Act 1975*) from entering into or completing this contract.

(b) If the purchaser breaches a warranty in clause (a) above, the vendor may end this contract at its absolute discretion, the purchaser will forfeit the deposit, and the purchaser indemnifies the vendor for any reasonable costs incurred as a result.

9 Amendments to the General Conditions

The parties agree that:

- general condition 6.5 is amended by replacing the words "6.3 and 6.4" with "6.3, 6.4 and 6.6";
- general condition 23.3 is amended by deleting the words "if requested by the vendor";
- general condition 35.4(a) is amended by deleting the words "the deposit up to".

10 Reasonable costs

For the purpose of this contract, the parties agree that "reasonable costs" or "reasonably foreseeable loss" may include:

- (a) interest, fees and charges payable by the vendor under any existing loans over the property calculated from the due date of settlement;
- (b) costs associated with bridging finance (including interest payable from the due date of settlement) to complete the vendor's purchase of another property;
- (c) accommodation, removalist and storage expenses necessarily incurred by the vendor;
- (d) legal fees and disbursements payable to the vendor's solicitor;
- (e) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property;
- (f) sums payable by the vendor to a real estate agent or advocate for the sale of the property, including commissions, advertising, marketing and any other fees;
- (g) income lost to the vendor by the property being vacant; and
- (h) land tax for the year of settlement if as a result of the purchaser's default, the contract does not settle in the year settlement is due.

11 Purchaser's inspection and warranties

The purchaser acknowledges and agrees that:

- (a) prior to signing this contract, the purchaser received a section 32 statement signed by the vendor;
- (b) the purchaser had the option of obtaining independent legal advice prior to signing this contract;
- (c) the land offered for sale and inspected by the purchaser is identical to that described in this contract, the section 32 statement, and its attached title documents;
- (d) the purchaser has relied entirely upon the purchaser's own inquiries and inspection of the property and does not rely on any prior warranty or representation made by or on behalf of the vendor;
- (e) the purchaser accepts the property in its present condition subject to any defects and restrictions and agrees that the vendor is not obliged or required to carry out any works, repairs, alterations, renovations or improvements on or to the property except as otherwise stated in this contract;
- (f) there may be structures built over easements, and consents and/or relevant permits may not have been obtained from the relevant authorities, in which case the purchaser may not make any requisition or claim any compensation;
- (g) the purchaser is liable for complying with the provisions in the *Building Regulations 2018* (as amended or replaced) and any other applicable legal requirement relating to smoke alarms, swimming pool or spa at the property, and the purchaser indemnifies the vendor against any non-compliance; and
- (h) if any appliance at the property, including but not limited to any hot water service, stove, alarm or heating/cooling unit, ceases to operate or function between the day of sale and the settlement date, such deterioration or change in the state and condition thereof shall be deemed wholly attributable to fair and normal wear and tear.

12 Early access

If the purchaser is granted access to the property prior to settlement for any reason, the purchaser:

- (a) must use reasonable endeavours not to disrupt the use and occupation of the property; and
- (b) indemnifies the vendor against any loss, damage or liability incurred as a result, including in relation to the purchaser's belongings (if permitted to remain at the property).

13 GST Withholding Notice

In accordance with general condition 25.3 and section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), the vendor gives notice that that the Purchaser is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) in respect of the supply under this Contract.

14 Holiday Closure Periods

Settlement of this contract is not to occur on or between 23 December and 16 January and must occur on the next business day.

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 all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

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- (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* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form 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 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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.

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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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).
- 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 –
- 21 days have elapsed since the day of sale; and
 - 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 –
- 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
 - the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - 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 –
- must not exceed 10% of the price; and
 - 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 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.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

14.6 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.

14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

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

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

18.6 Settlement occurs when the workspace records that –

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

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

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

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

18.9 The vendor must before settlement –

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

19. GST

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

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

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

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

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

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

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

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

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

19.7 In these general conditions –

- (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 –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major 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 inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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

eCOSID: 178638865 (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 basis that 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
- 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.
- 23.4 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* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite –
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
 - (a) the settlement is conducted through an electronic lodgement network; and

eCOSID: 178638865 (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 Tax Act 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 Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite –
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
- (a) settlement is conducted through an electronic lodgement network; and

eCOSID: 178638865 (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 Tax Act, but only if –

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

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

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

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

in accordance with section 14-250 of Schedule 1 to the Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.

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 authorised 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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 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.

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962 (Vic)* applies.

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 (Vic)* –

- (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 (Vic)*; 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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.

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35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

- (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.

4/4 COOGEE STREET, BORONIA 3155

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	4/4 Coogee Street, Boronia 3155	
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Vendor's name	Aviv Benjamin Mintz	Date / /
Vendor's signature		

Vendor's name	Jessica Ellen Mintz	Date / /
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

Are contained in the attached certificates and notices.

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

	To	
--	----	--

Other particulars (including dates and times of payments):

--

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

<p>(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows</p>	AVPCC No. 120
<p>(b) Is the land tax reform scheme land within the meaning of the CIPT Act?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows</p>	Date: OR <input checked="" type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable. Report attached for works valued at less than \$16k.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Council has designated the whole municipality as a termite prone area.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

None as far as the vendor is aware.

6 OWNERS CORPORATION

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

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

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

Page 1 of 2

VOLUME 10682 FOLIO 237

Security no : 124129573145D
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LAND DESCRIPTION

Lot 4 on Plan of Subdivision 503383C.
PARENT TITLE Volume 08396 Folio 176
Created by instrument PS503383C 17/10/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JESSICA ELLEN MINTZ
AVIV BENJAMIN MINTZ both of UNIT 4 4 COOGEE STREET BORONIA VIC 3155
AT225514B 08/05/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY323511S 20/08/2024
BENDIGO AND ADELAIDE BANK LTD

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

DIAGRAM LOCATION

SEE PS503383C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 4 4 COOGEE STREET BORONIA VIC 3155

ADMINISTRATIVE NOTICES

NIL

eCT Control 18057S BENDIGO BANK
Effective from 21/08/2024

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS503383C



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

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

Page 2 of 2

DOCUMENT END



Imaged Document Cover Sheet


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Document Type	Plan
Document Identification	PS503383C
Number of Pages (excluding this cover sheet)	4
Document Assembled	03/11/2025 15:13

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PLAN OF SUBDIVISION		STAGE NO. /	LTO use only EDITION 2	Plan Number PS503383C
Location of Land Parish: SCORESBY Township: _____ Section: _____ Crown Allotment: 59 ^A (PART) Crown Portion: _____ LTO Base Record: D.C.M.B. Title Reference: VOL.8396 FOL.176 Last Plan Reference: L.P.26942 (LOT 14) Postal Address: 4 COOGEE STREET, (at time of subdivision) BORONIA. 3155 AMG Co-ordinates E 348 940 Zone: 55 (of approx. centre of land N 5 808 895 in plan)		Council Certification and Endorsement Council Name: KNOX Ref: 20026674 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/ has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council delegate Council seal Date 1 / 10 / 02 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads or Reserves				
Identifier	Council/Body/Person			
NIL	NIL			
		Notations		
		Staging This is /is not a staged subdivision Planning Permit No. 20026673		
		Depth Limitation DOES NOT APPLY		
		LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: <u>MEDIAN:</u> Boundaries between lots marked 'M' <u>EXTERIOR FACE:</u> All other boundaries		
		Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.		
Easement Information				LTO use only
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)				Statement of Compliance/ Exemption Statement
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	3.05	L.P.26942	LOTS ON L.P.26942
E-2	DRAINAGE	3.05	INST.A951296	SHIRE OF FERN TREE GULLY
				Received <input checked="" type="checkbox"/> Date 15 / 10 / 02
				LTO use only PLAN REGISTERED TIME 8:44AM DATE 17 / 10 / 02  Assistant Registrar of Titles
				Sheet 1 of 3 Sheets
BRIAN WATSON SURVEYING 180 SPRING ROAD, DINGLEY. 3172 PHONE: 9574 0044		LICENSED SURVEYOR (PRINT)..... BRIAN WATSON..... SIGNATURE..... DATE / / REF 4064 VERSION 2		DATE 1 / 10 / 02 COUNCIL DELEGATE SIGNATURE Original sheet size A3

PS503383C

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS503383C

The land in PS503383C is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ROSIER ESTATE PTY LTD SUITE 1 4 CROYDON ROAD CROYDON VIC 3136

AR780753Y 19/12/2018

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Total	400.00	400.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS503383C

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 12th November 2025

1. OWNERS CORPORATION DETAILS

Plan Number: OCPS503383C
Address of Plan: 4 Coogee Street Boronia 3155
Lot Number this statement relates to:
Unit Number this statement relates to:
Postal Address: 378 Saint Georges Road Fitzroy North Victoria 3068

2. CERTIFICATE DETAILS

Vendor: Aviv Benjamin Mintz & Jessica Ellen Mintz
Postal Address for Lot 4: Unit 4/4 Coogee Street Boronia VIC 3155
Purchaser:
Person requesting Certificate: InfoTrack on behalf of Prime Property Lawyers
Reference: (Ref: 251031)
Address: Unit 4, 4 Coogee Street, Boronia, 3155
Fax:
E-mail: ownerscorp@infotrack.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 4

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 4 are **1,625.00 per annum** commencing on 1 November 2025. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/11/25 to 31/01/26	380.00	01/11/25	Partial payment
01/02/26 to 30/04/26	415.00	01/02/26	To be Issued
01/05/26 to 31/07/26	415.00	01/05/26	To be Issued
01/08/26 to 31/10/26	415.00	01/08/26	To be Issued
01/11/26 to 31/01/27	415.00	01/11/26	To be Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 4.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 12th November 2025

For Plan No. OCPS503383C - Lot 4

4. CURRENT LEVY POSITION FOR LOT 4

Fund	Balance	Paid To
Administrative	\$30.00 DR	31 October 2025
Maintenance Fund	0.00	
BALANCE	\$30.00 DR	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 4.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 4 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 12 November 2025:

Account / Fund	Amount
Administrative Fund	8,123.08
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 12 NOVEMBER 2025	\$8,123.08

8. INSURANCE

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

Policy

Policy No.	36412
Expiry Date	19-December-2025
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	Add Insure Pty Ltd
Premium	6090.00

Cover Type

	Amount of Cover
Damage (i.e. Building) Policy	1,648,020
Fidelity Guarantee Insurance	100,000
Government Audit Costs	25,000
Government Audit Costs - Appeal Expenses	100,000
Government Audit Costs - Legal Defense Expenses	50,000
Loss Of Rent/Temporary Accommodation	247,203
Lot Owner's Fixtures and Improvements	250,000
Personal Accident/Voluntary Workers	200,000/2,000
Property, Death and Injury (Public Liability)	30,000,000

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 12th November 2025
For Plan No. OCPS503383C - Lot 4

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 not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

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.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Rosier Owners Corporation Management
ABN / ACN:	76 619 885 234
Address of Manager:	378 Saint Georges Road Fitzroy North Victoria 3068
Telephone:	97242888
Facsimile:	
E-mail Address:	info@rosierocm.com.au

17. ADDITIONAL INFORMATION

Nil.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 12th November 2025
For Plan No. OCPS503383C - Lot 4

SIGNING

The common seal of Plan No. OCPS503383C, 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: Gayan Silva

Company: Rosier Owners Corporation Management

Address of registered office: 378 Saint Georges Road Fitzroy North
Victoria 3068

12/11/2025

Date



NOT APPLICABLE

Common Seal
of Owners Corporation

InfoTrack on behalf of Prime Property Lawyers
Unit 4, 4 Coogee Street, Boronia, 3155

12th November 2025

Dear InfoTrack on behalf of Prime Property Lawyers

Re: OWNERS CORPORATION CERTIFICATE - LOT 4, PLAN NO. OCPS503383C

In response to your request, we now attach an Owners Corporation Certificate for Lot 4 in Plan No. OCPS503383C dated 12th November 2025. 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@rosierocm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully



Registered Manager

Full name: Gayan Silva
Company: Rosier Owners Corporation Management
Address of registered office: 378 Saint Georges Road Fitzroy North
Victoria 3068

12/11/2025

Date



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	36412
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	19/12/2024 to 19/12/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 503383
Situation	4 COOGEE STREET BORONIA VIC 3155

Policies Selected

Policy 1 – Insured Property

Building: \$1,648,020

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$247,203

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Not Selected

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

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

Legal Defence Expenses: \$50,000



Policy 9 – Lot owners’ fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

23/06/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



Meeting Date	17 December 2024		
Meeting Location	Online, Meeting, VIC, 3134		
Time	04:00 PM	Opened: 04:00 PM	Closed: 04:54 PM.
Lots Represented	Lot 1 Lot 3	Gary Dusting Anthony Edward Young	Owner present Owner present
Chairperson	Gayan Silva		
Additional Attendees			
Apologies	Lot 4 - Aviv Benjamin Mintz & Jessica Ellen Mintz		
Quorum	There being a quorum represented, the meeting opened at 04:00 PM.		

Item 1

Recording of Meeting

NOTE: By participating in this meeting you are agreeing that the meeting can be recorded for the purposes of accurately compiling minutes of the meeting.

Item 2

Attendances, Apologies & Quorum

Noting of attendances, proxies, apologies and the determination of a quorum. A quorum for the meeting is at least 50% of lot owners present either in person or represented by Proxy. An owner with arrears may attend the meeting and will be counted towards a quorum however will only be permitted to vote on special or unanimous resolutions.

In attendance for Owners Corporation: Gayan Silva representing Rosier.

Motion 3

Appointment of a Chairperson

Ordinary Resolution
Submitted by Strata Manager

The members of the Owners Corporation present resolve to elect Gayan Silva as the Chairperson for this meeting.

Motion CARRIED.

VOTES

Yes : 2	No: 0	Abs: 0	Inv: 0
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Motion 4				
Minutes of the Previous Meeting	Ordinary Resolution Submitted by Strata Manager			
The members of the Owners Corporation resolve to accept and acknowledge that the minutes of the previous Annual General Meeting held on 30/10/2023 are a true and correct record of those proceedings.				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 1	Inv: 0

Motion 5				
Manager's Report	Ordinary Resolution Submitted by Strata Manager			
In pursuant to Section 126 part 1 the manager of the Owner's Corporation must submit a report of the manager's activities to each Annual General Meeting of the Owners Corporation.				
The members of the Owners Corporation resolve to accept the report as a record of the activities of the Owners Corporation for the period 31/10/2024				
Motion CARRIED.				
VOTES	Yes : 2	No: 0	Abs: 0	Inv: 0

Motion 6				
Financial Reports	Ordinary Resolution Submitted by Strata Manager			
Pursuant to Division 2 Part 34 Section 1 An Owners Corporation must prepare annual financial statements for presentation at the Annual General meeting of the Owners Corporation.				
The members of the Owners Corporation resolved to accept and acknowledge that the financial records presented to the meeting are a true and correct record of the business of the Owners Corporation for the period 01/11/2023 to 31/10/2024.				
Motion CARRIED.				
VOTES	Yes : 2	No: 0	Abs: 0	Inv: 0



Motion 7		
Insurance	Ordinary Resolution Submitted by Strata Manager	
<p>The members of the Owners Corporation resolve to acknowledge and accept that there is currently a building Insurance policy in place as required under the Legislation.</p> <p>The Owner’s Corporation members acknowledge and accept to renew the insurance policy.</p> <p>NOTE: It is the lot owner’s responsibility to make sure that they have contents and or Landlord’s Insurance for their lot.</p> <p>Insurance service fee paid: It is noted that the Owners Corporation Management Company is paid a fee for services provided by the insurer for work associated with the placing of the policy.</p> <p>Independent Reinstatement Insurance Valuation: The Owners Corporation Act 2006/7 Part 3 Section 59 (1) (2) Section 65 (2) requires that all Owners Corporations have an independent re instatement insurance valuation completed every 3-5 years.</p>		

Motion CARRIED.				
VOTES	Yes : 2	No: 0	Abs: 0	Inv: 0

Motion 8		
Independent Reinstatement Insurance Valuation	Ordinary Resolution Submitted by Strata Committee	
<p>The Owners Corporation Act 2006/7 Part 3 Section 59 (1) (2) Section 65 (2) requires that all Owners Corporations have an independent reinstatement insurance valuation completed every 3-5 years.</p> <p>The members of the Owners Corporation present resolve to carry out an insurance valuation prior to the next annual general meeting.</p>		

Motion CARRIED.				
VOTES	Yes : 2	No: 0	Abs: 0	Inv: 0



Motion 9		
Appointment Of The Manager	Ordinary Resolution Submitted by Strata Manager	
<p>Pursuant to Part 6 Section 119 (1) of the Owners Corporation Act 2006/7. An Owners Corporation may appoint a person to be the Manager of the Owners Corporation. (2) A person is not eligible to be appointed unless the person is a registered manager.</p> <p>The members of the Owners Corporation resolve to appoint Rosier Owners Corporation Management from 17 Dec 2024, at a fixed rate of \$1,367.00 for the new financial year. AWOTE increases will apply annually for the remainder of the contracted period.</p>		

Motion CARRIED.				
VOTES	Yes : 2	No: 0	Abs: 0	Inv: 0

Motion 10		
Proposed Budget for Administration Fund	Ordinary Resolution Submitted by Strata Manager	
<p>That the proposed budget as attached be tabled and adopted.</p> <p>The proposed Administrative budget for the coming year is an amount of \$6,240.00. Please refer levy schedule in attached Budget.</p>		

Motion CARRIED.				
VOTES	Yes : 2	No: 0	Abs: 0	Inv: 0

Motion 11		
Election of a Committee of Management	Ordinary Resolution Submitted by Strata Manager	
<p>To resolve that all Committee members are elected for a period of 12 months or until the next Annual General meeting.</p> <p>To resolve to elect members for the Committee of the Owners Corporation with one Chairperson. Lot 1 – Gary Dusting (Chairperson)</p>		

Motion CARRIED.				
VOTES	Yes : 2	No: 0	Abs: 0	Inv: 0



Motion 12

Disposal Of The Common Seal	Ordinary Resolution Submitted by Strata Manager	
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The members of the Owners Corporation acknowledge that a change of legislation on December 1st 2021 will no longer require the use of the Owners Corporation Common Seal.

The members of the Owners Corporation resolve to agree that Rosier Owners Corporation Management as the current Manager has the authority to dispose of the Common Seal held by the manager as of the 1st December 2021.

Motion CARRIED.

VOTES	Yes : 2	No: 0	Abs: 0	Inv: 0
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Motion 13

Penalty Interest on Arrears	Ordinary Resolution Submitted by Strata Manager	
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To resolve to charge penalty interest on any amounts payable by a lot owner to the Owners Corporation that is still outstanding after the due date.

Motion CARRIED.

VOTES	Yes : 2	No: 0	Abs: 0	Inv: 0
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Motion 14

Debt Recovery	Ordinary Resolution Submitted by Strata Manager	
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To resolve to authorise the Owners Corporation Manager to engage legal practitioners and/or nominated person(s) to instigate action against any unit owner to recover outstanding fees, levies and legal fees from the Owner owing to the Owners Corporation from time to time.

Motion CARRIED.

VOTES	Yes : 2	No: 0	Abs: 0	Inv: 0
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Motion 15		
OH&S Requirements	Ordinary Resolution Submitted by Strata Manager	
<p>Section 21(1) of the OHS Act requires Owners Corporation to provide and maintain a working environment that is safe and without risk to the contractors and their employees health. Owners are reminded to alert the Manager to any items needing attention and/or action.</p> <p>To resolve to undertake OH&S and/or Essential Safety Reports as required.</p>		

Motion CARRIED.				
VOTES	Yes : 2	No: 0	Abs: 0	Inv: 0

Motion 16				
General Business	Ordinary Resolution Submitted by Strata Committee			
<ul style="list-style-type: none"> Fence ballot carried out by the previous manger to be followed. 				
Motion CARRIED.				
VOTES	Yes : 2	No: 0	Abs: 0	Inv: 0

Item 17		
Meeting Close		

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. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's 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.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

4.3 Damage to common property

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

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

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

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

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 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 the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's 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*.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

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.

PROPERTY REPORT



Energy,
Environment
and Climate Action

Created at 03 November 2025 03:17 PM

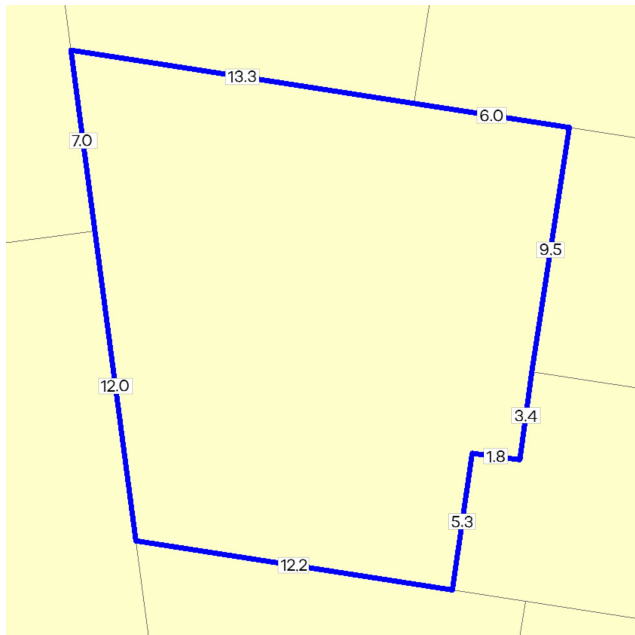
PROPERTY DETAILS

Address: **4/4 COOGEE STREET BORONIA 3155**
Lot and Plan Number: **Lot 4 PS503383**
Standard Parcel Identifier (SPI): **4\PS503383**
Local Government Area (Council): **KNOX**
Council Property Number: **122990**
Directory Reference: **Melway 64 K7**

www.knox.vic.gov.au

SITE DIMENSIONS

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



Area: 293 sq. m

Perimeter: 70 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: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **BAYSWATER**

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/>

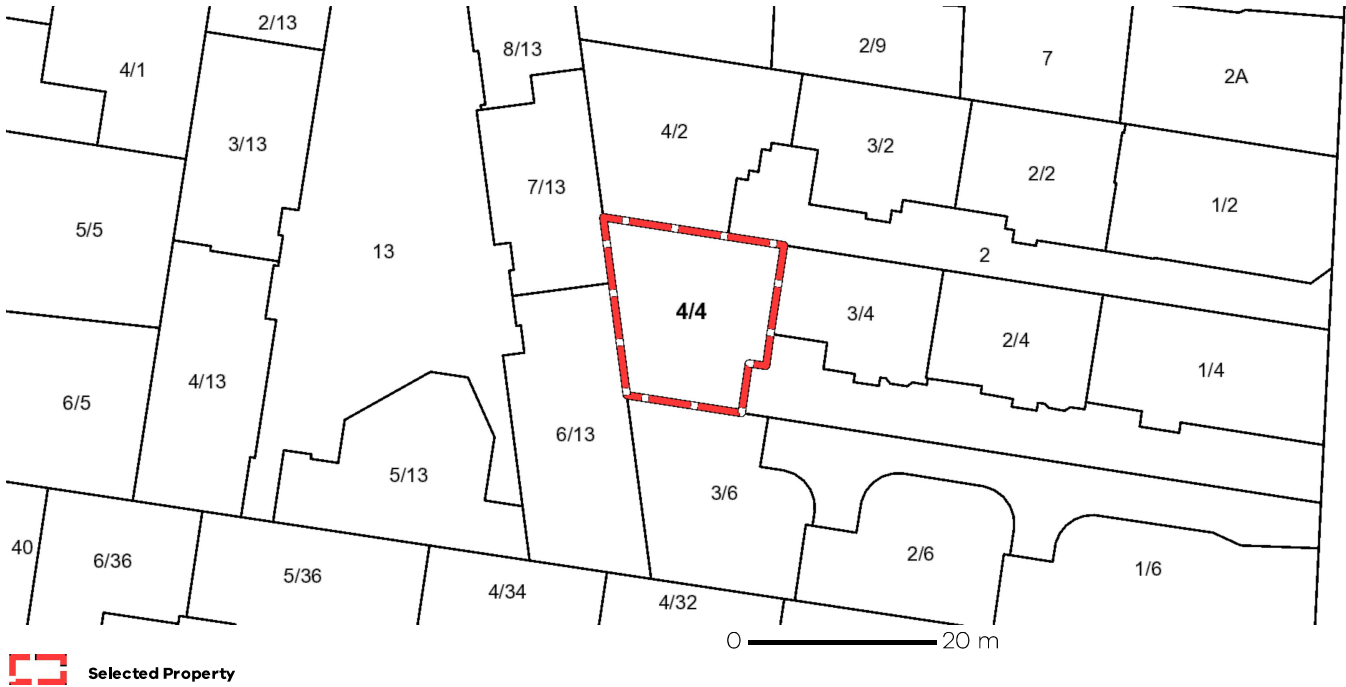
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



Selected Property

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 03 November 2025 03:20 PM

PROPERTY DETAILS

Address: **4/4 COOGEE STREET BORONIA 3155**
Lot and Plan Number: **Lot 4 PS503383**
Standard Parcel Identifier (SPI): **4\PS503383**
Local Government Area (Council): **KNOX**
Council Property Number: **122990**
Planning Scheme: **Knox**
Directory Reference: **Melway 64 K7**

www.knox.vic.gov.au

[Planning Scheme - Knox](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
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STATE ELECTORATES

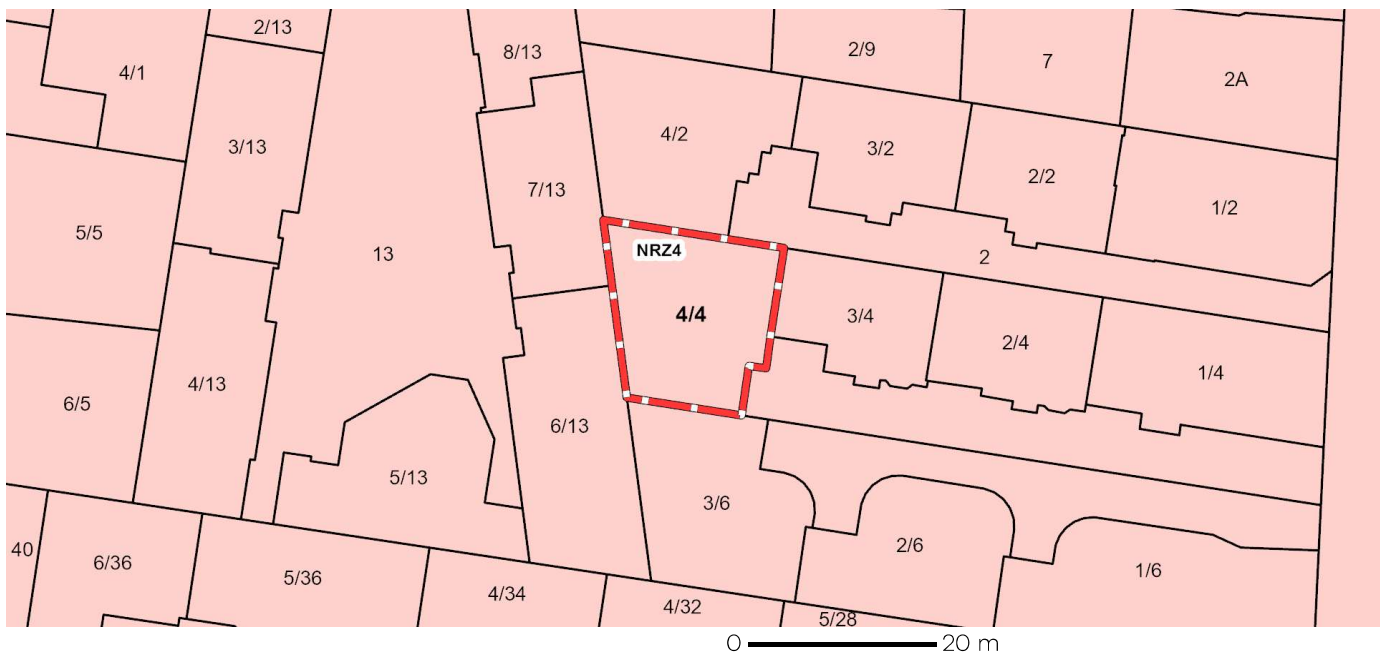
Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **BAYSWATER**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 \(NRZ4\)](#)



NRZ - Neighbourhood Residential

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

Planning Overlays

No planning overlay found

Further Planning Information

Planning scheme data last updated on 31 October 2025.

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

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

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

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

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://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 \(environment.vic.gov.au\)](http://www.environment.vic.gov.au)



Legend

- EPA Priority Sites Register Points
- EPA Priority Sites Register Areas
- Victorian Landfill Register Point
 - Closed
 - Operating
- Victorian Landfill Register Areas
 - Closed
 - Operating
- Groundwater Restricted Use Point
- Groundwater Restricted Use Areas
- EPA Audit Points
- EPA Audit Areas
- EPA PRSA Point
- EPA PRSA Polygon
- EPA Licensed Sites Points
- EPA Licensed Areas

43 0 22 43 Meters

Disclaimer: This information is sourced from Victoria Unearthed under licences. Victoria Unearthed is provided for information purposes only to help Victorians to make their own further enquiries about land and groundwater. The State of Victoria does not conduct checks on the accuracy of this information. The State of Victoria has no responsibility or liability for the information provided in or omitted from Victoria Unearthed and users agree to protect themselves from associated risks.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

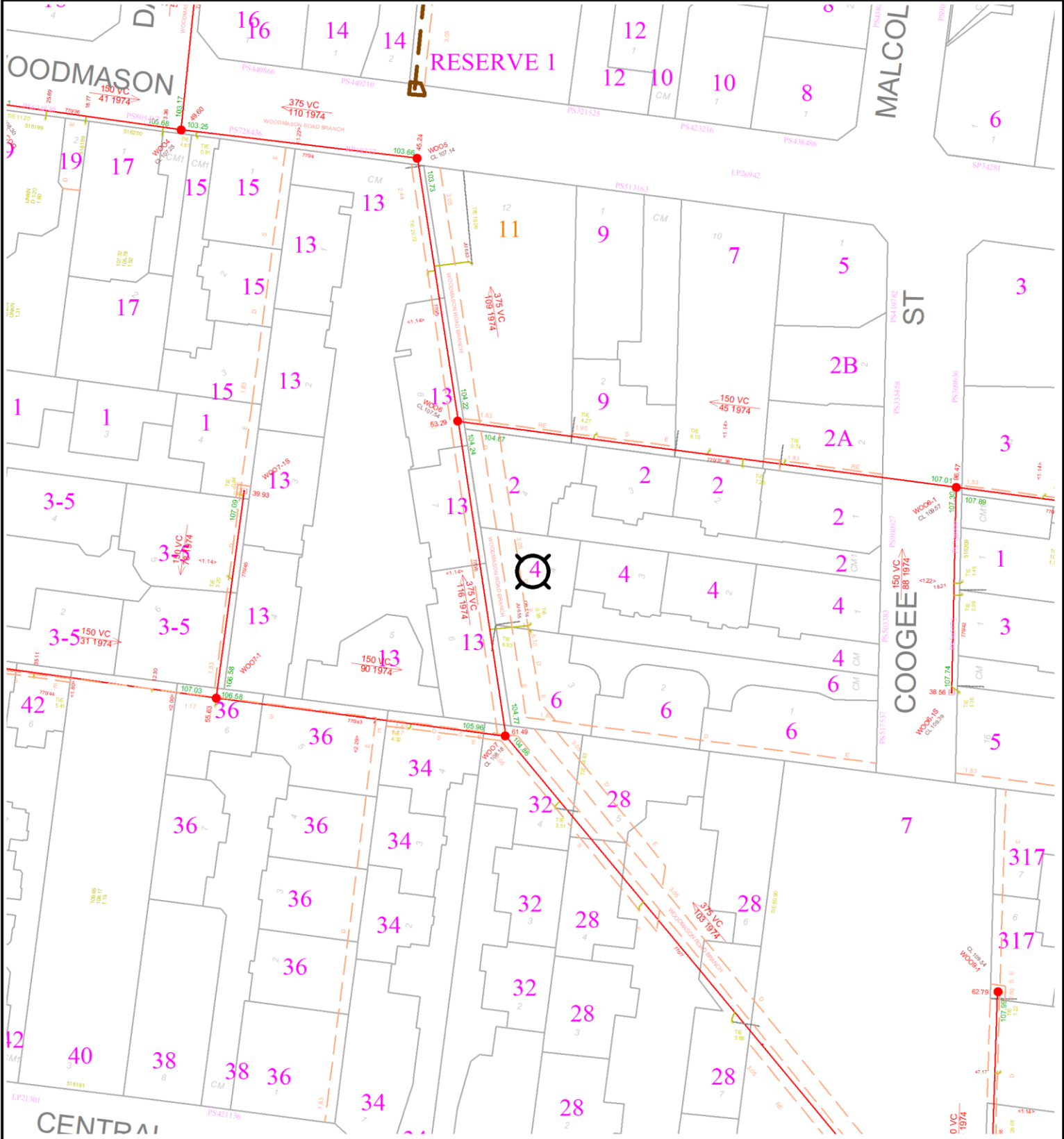
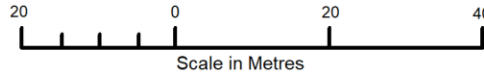
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

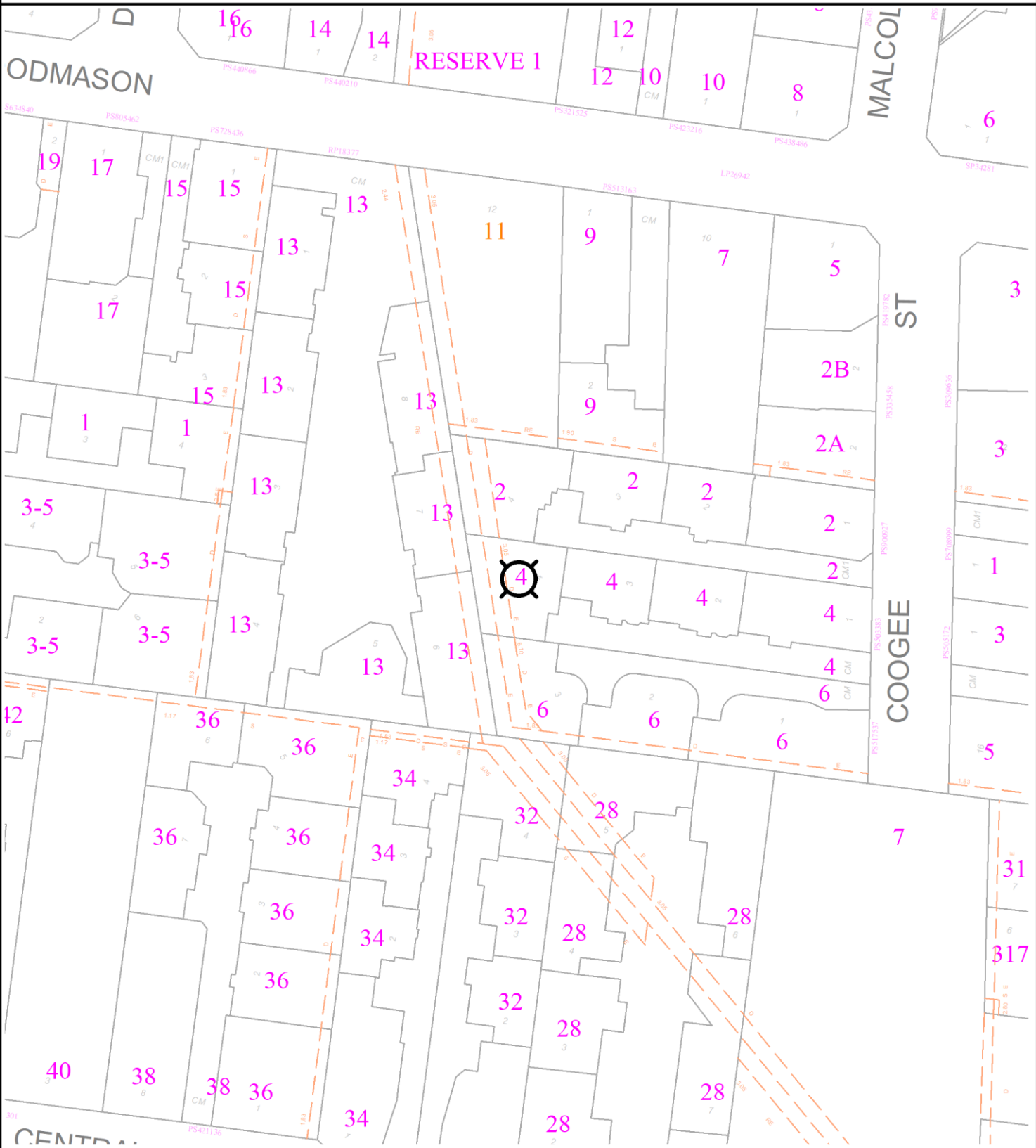
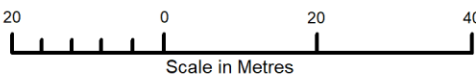
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

Title/Road Boundary	Subject Property	Maintenance Hole	Abandoned Sewer
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft	
Easement	Direction of Flow	<1.0> Offset from Boundary	

Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Recycled Water Main Valve
	Recycled Water Main & Services
	Hydrant
	Fireplug/Washout
	~ 1.0 Offset from Boundary

Property Clearance Certificate

Land Tax



INFOTRACK / PRIME PROPERTY LAWYERS

Your Reference:	251031
Certificate No:	94008490
Issue Date:	03 NOV 2025
Enquiries:	ESYSPROD

Land Address: UNIT 4, 4 COOGEE STREET BORONIA VIC 3155

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29931482	4	503383	10682	237	\$0.00

Vendor: JESSICA MINTZ & AVIV MINTZ
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR AVIV BENJAMIN MINTZ	2025	\$270,000	\$0.00	\$0.00

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

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$600,000
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SITE VALUE (SV):	\$270,000
------------------	-----------

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
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Notes to Certificate - Land Tax

Certificate No: 94008490

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$270,000

Calculated as \$975 plus (\$270,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,000.00

Taxable Value = \$600,000

Calculated as \$600,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 94008490

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: 94008490

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / PRIME PROPERTY LAWYERS

Your Reference: 251031

Certificate No: 94008490

Issue Date: 03 NOV 2025

Enquires: ESYSPROD

Land Address: UNIT 4, 4 COOGEE STREET BORONIA VIC 3155

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29931482	4	503383	10682	237	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120	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: \$600,000

SITE VALUE: \$270,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94008490

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / PRIME PROPERTY LAWYERS

Your Reference: 251031

Certificate No: 94008490

Issue Date: 03 NOV 2025

Land Address: UNIT 4, 4 COOGEE STREET BORONIA VIC 3155

Lot	Plan	Volume	Folio
4	503383	10682	237

Vendor: JESSICA MINTZ & AVIV MINTZ

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94008490

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

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 94008497</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 94008497</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Valuations, rates and charges notice 2025-2026

Knox City Council, 511 Burwood Highway, Wantirna South VIC 3152
T 9298 8000 E knoxcc@knox.vic.gov.au W knox.vic.gov.au
Interpreter 131 450 National Relay Service 133 677

Assessment number **122990 6**
Quote this number when contacting us

Issue date **18/08/2025**

Total payable
\$1,645.55



J E Mintz and A B Mintz
4/4 Coogee St
BORONIA VIC 3155



028
I027217
DLX3_17293



Sign up at knox.enotices.com.au to get email notices and avoid reprint costs.
Reference: 61937DF0FW

Your rates notice is important to keep
Reprints may incur a fee. Refer to back.

This notice excludes payments and changes made after 06 August 2025.

Property and valuation details These valuations are prepared by the state government for rating and taxation purposes only

Property owner/s: J E Mintz and A B Mintz

Address: 4/4 Coogee Street, BORONIA VIC 3155

Legal description: LOT 4 PS 503383

Land use: Residential

AVPCC: 120 - Single Unit Villa Unit Townhouse

Capital Improved Value: \$620,000

Site value: \$260,000

Net annual value: \$31,000

Valued as at: 01/01/2025

Valuation applied from: 01/07/2025

Ward: Baird

Rates and charges for 1 July 2025 to 30 June 2026 (Declared 23 June 2025)

Particulars	Charge	Value	Amount
General Rates	0.001514 x	620000	\$938.65
Garbage Bin Upgrade Surcharge - 120L bin	48.50 x	1	\$48.50
Residential Garbage Charge - Standard			\$415.15
State Government Emergency Services & Volunteers Fund			
ESVF Residential Fixed Charge			\$136.00
ESVF Residential Levy	0.000173 x	620000	\$107.25



Payment options Please read over the page for more information on each option. You can only choose one option.

Payment in full Due 15 Feb 2026 \$1,645.55	OR	4 instalments \$412.55 Due 30 Sep 25 \$411.00 Due 30 Nov 25 \$411.00 Due 28 Feb 26 \$411.00 Due 31 May 26	OR	9 instalments Please read full details about this option over page This requires SMS registration of the assessment number to 0481 891 010 and full payment of the first instalment by 30 September 2025		
	\$189.55 Due 30 Sep 25 \$182.00 Due 31 Oct 25 \$182.00 Due 30 Nov 25		\$182.00 Due 31 Dec 25 \$182.00 Due 31 Jan 26 \$182.00 Due 28 Feb 26	\$182.00 Due 31 Mar 26 \$182.00 Due 30 Apr 26 \$182.00 Due 31 May 26		

Where to pay



Visa or Mastercard
(0.4% surcharge added)
Call: 1300 668 153
Visit: www.knox.vic.gov.au/rates
Scan: QR code



Direct Debit
(0.4% surcharge added for credit cards)
Pay from a bank account or credit card.
Register at www.knox.vic.gov.au/rates
or scan the QR code. Cancel at any time.



BPAY*
Online or phone banking
Biller Code: 18077
Ref: 1229906



Post Billpay
In store at any Post Office
(0.44% credit card surcharge added)



Pay in person
Knox City Council Civic Centre
511 Burwood Hwy, Wantirna South
Monday - Friday, 8.30am - 5pm



City of Knox Council use - In Full



Mail
Knox City Council, 511 Burwood Hwy,
Wantirna South VIC 3152. Make cheques out
to Knox City Council. Write your assessment
number on the back.

OWNER BUILDER DEFECTS REPORT (137B REPORT)



Prepared for Clients: Aviv Mintz

Inspection Address: 4/4 Coogee St.
Boronia, Victoria 3155

Date of Inspection: Thursday, 13 November 2025

Inspector Alan Green ARBV 12355

People Present: Aviv Mintz, Alan Green

Weather Conditions: Sunny

Orientation of Building: The front of the building faces East



CLIENT DETAILS

Name: Aviv Mintz

INTRODUCTION

We were instructed to carry out an Owner-Builder Defects Report on the property. Our engagement is restricted to that of a Building Consultant and not of a Building Surveyor, as defined in the Building Act of 1993.

Our inspection has therefore been a visual, non-invasive inspection of the finishes of the building, with respect to their quality, functionality and workmanship, prior to the expiration of the builder's warranty period.

This report has been prepared to meet the requirements of Section 137B of the Building Act and is in no way to be considered a pre-purchase building inspection report. This report cannot be relied upon as evidence of the building's suitability for purchase or to satisfy a contract of sale under the Sale of Land Act 1962.

REASONABLE ACCESS

Only areas to which reasonable access is available were inspected. The Australian Standard 4349.1 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available, or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length." Reasonable access does not include the use of destructive or invasive inspection methods, nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

Roof Exterior	Accessible from a 3.6m ladder placed on the ground
Roof Interior	400 x 500 Access Hole (mm), 600 x 600 Crawl Space (mm) Accessible from a 3.6m ladder
Sub-Floor	500mm x 400mm
Timber Floor	400mm to bearer, joist ducting or other obstruction
Concrete Floor	500mm

ICON SYMBOL DEFINITIONS



No action to be taken / Satisfactory condition - the item inspected was found to be in acceptable condition at the time of the inspection.



Attention Required - minor issues or general wear and tear observed at the time of the inspection. We recommend monitoring the issue, routine maintenance or repairs to prevent further deterioration.



Defect or significant issue has been identified that needs repair, replacement, or rectification. We recommend this be addressed promptly to prevent further damage, safety risks or costly repairs.



Not Applicable / Not Relevant for this property.



PROPERTY DETAILS

Approximate Age:	24 years
No. of Storeys:	1
Foundation:	Stumps, Strip Footing
Floor:	Timber
Roof:	Terracotta Tiles
Window Frames:	Timber
External Walls:	Brick
Car Accommodation:	Not Applicable



WORK DETAILS

Date of Report:	Thursday, 13 November 2025
Occupancy Permit No.	Nil
Building Permit No.	Nil
Drawing No.	Nil
Drawing No.	Nil
Certificate of Final Inspection No.	Nil
Plans Sighted:	N
Prepared by:	Nil
Building Surveyor:	Nil
Building Surveyor Registration:	Nil
Domestic Building Works covered by this report:	
Description of Building and Materials used in Construction:	<p>The works inspected included, Floor tiling and tiling around the bath in the bathroom. New shower recess in the bathroom. A modular studio in the backyard. Painting of the timber deck at the rear of the house. And re-pointing the roof tiles. All materials used appear to be new when the works were carried out</p>

OUR FINDINGS

BUILDING EXTERIOR

Roof tiling

✓ Tiling



Observation:

Repointed Ridge tiles appear to be in good condition however access to the roof was not undertaken due to the height of above the ground.

Painting

✓ Painting timber deck



Observation:

Timber deck painting at the rear of the house in good condition



Temporary studio

✓ Temporary studio



Observation:

Temporary studio located in the backyard in good condition



WET AREAS

Bathroom floor tiles and tiles around the bath.




Observation:

Bathroom floor tiles and tiles around the bathroom in good condition



Shower recess

 Shower recess



Observation:
Shower recess in good condition.



Bath



Bath



Observation:

Bath in good condition



SUMMARY

Areas of the building/s inaccessible at the time of inspection

All works were accessible at the time of the inspection except waterproofing to any wet areas

If applicable, condition of all essential safety measures that must be maintained pursuant to Part 12 of the Building Regulations 2006 (including copy of the essential safe measure report).

Not applicable

Condition and status of incomplete works

All works have been completed in good condition.

List of Defects

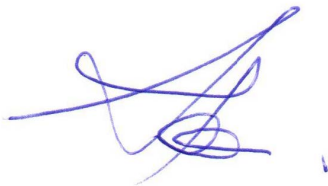
All works appear to have been completed to a reasonable standard of workmanship. The Works have been inspected and are defect free based on AS4349.1 - Inspection of Buildings and Guide to Standards and Tolerances 2015.

General notes

Works appeared to have been carried out by competent trades people

Thank you for engaging SPI Property Inspections to carry out your inspection.

Kind Regards,



Alan Green
ARBV 12355
SPI Property Inspections



BUILDING TERMINOLOGY

Ant Capping	Termite barrier (shield), usually of galvanised iron, placed over piers and dwarf walls to control the entry of termites.
Arch	A structure of wedged shaped blocks, or square blocks with wedge shaped joints, over an opening so disposed as to hold together when supported from the sides, and capable of carrying a load over the opening.
Architrave	A moulded section covering the joint between window and door frames and the wall lining.
Backfill	To fill the earth, any remaining space after placing concrete, brickwork, timber, pipes etc. in an excavation.
Bagging	A masonry process in which thin mortar is applied to the face of the work with some coarse material.
Barge Board	The board covering the roof timbers on the gable or skillion end of a roof, fixed parallel to the roof slope.
Bead	A moulding, generally of small size in cross section.
Beam	A horizontal load-bearing structural member.
Bearer	A member of floor framing, spanning piers and supporting joists.
Bed Joint	Horizontal joint in brickwork.
Bowing	Deformation of timber at right angles to its face.
Brace	Usually a diagonal, which resists lateral loads and/or movements of a structure.
Brick Construction	A construction where the external and internal walls are built of brick.
Brick Veneer	Timber framed construction with an outside skin of brickwork tied to the frame.
Building Line	A line established by the local council which is the minimum distance that must be maintained from the building to the street boundary.
Cantilever	A projecting beam supported at one end, or a large bracket for supporting a balcony or cornice.
Capping	The uppermost part on top of a piece of work.
Cavity Wall	A hollow wall, usually consisting of two brick walls erected 40-50mm apart and joined together with ties of metal.
Ceiling Joist	A structural member which binds the wall and roof framing together and carries the mass of the ceiling sheeting.
Cladding	Any material used to face a building or structure.
Cornice	A horizontal decorative moulding that is designed to provide an attractive finish at the junction of the wall and ceiling.
Crazing	Fine cracks that may occur on a plastered or rendered surface.
Cupping	Distorting of wide boards showing curvature across the grain causing the broad surface to be concave.
Damp Proof Course (DPC)	A barrier, usually physical, built into masonry to prevent moisture migrating up from the ground or down from above, e.g. chimneys, parapets.
Door Jambs	The two vertical members of a door or window frame.
Eave	The lower part of a roof that overhangs the walls.
Efflorescence	A white or coloured powder sometimes formed on the surface of masonry by the deposit of soluble salts.
Elevation	A geometrical drawing of a facade/wall of a building.
Expansion Joint	A joint in a building to permit thermal movement or creep.
Expansion Strip	A soft, resilient material used to fill the void provided for the expansion and contraction of any two adjacent substances.
Fascia	A board fixed horizontally to the lower ends of the rafters, to which guttering may be fixed. Also forms the outside board of a boxed eave.
Finishes	The final applied coat or natural surface of a material used in walls, ceilings or floors of a building.

Footing	The construction whereby the weight of the structure is transferred from the base structure to the foundation.
Foundation	The ground upon which the footings of a building are constructed.
Gable	The triangular end of a house formed at the end of a pitched roof, from eaves level to apex.
Hip	A slanting ridge formed by the intersection of two sloping roof surfaces at an external corner.
Lintel	A structural member or beam carrying loads over an opening.
Lyctus Borer	A borer that attacks sapwood or hardwoods.
Masonry	Brick, concrete, stone, artificial stone or terracotta laid in mortar.
Mitre	Half the angle of a joint, e.g. corners of door/window architraves.
Moisture Barrier	Material which is used to retard the flow of vapour or moisture into the floor or walls.
Moisture Content	Mass of water contained in timber expressed as a percentage of dry wood fibre.
Mortar	A composition of lime and/or cement and sand mixed with water in various proportions.
Notting	A horizontal piece of timber fixed between studs in a framed wall.
Non-Load Bearing Wall	One which supports no vertical load except that of its own weight and merely defines spaces.
Overhang (Roof)	The section of a roof extending over the external wall.
Parapet	Low wall at the edge of a roof, balcony, bridge or terrace.
Party Wall	The wall between two adjoining buildings but common to and used to advantage of both buildings.
Pergola	An open framework over a path, terrace or patio.
Perpend	The vertical joints in a masonry wall.
Plumb	Vertical or perpendicular.
Quoin	The dressed or finished stones at the corners of a masonry home, sometimes faked in a stucco or wood structure.
Rafter (Common)	In roof construction, a timber framing member providing the principal support for the roofing material.
Reinforcing Fabric (Reo)	Prefabricated steel reinforcement for concrete, consisting of an oblong or square mesh of parallel steel wires welded at points of contact and manufactured in flat sheets or rolls.
Retaining Wall	Any wall subjected to lateral pressure other than wind pressure and built to retain material.
Ridge	The horizontal member at the highest point of a roof where the common rafters meet.
Roof Pitch	The angle formed between a sloping roof surface and a horizontal line.
Roof Truss	A frame designed to carry the loads of a roof and its covering over the full span without intermediate support.
Rough in	To lay out the basic lines of electrical or plumbing requirements, without making the final connections.
Sarking	A covering of water-proof building paper beneath the external roof covering.
Sash	The framework in a window, into which the glass is fitted.
Soffit	The lower face or under-surface of anything (arch, eaves of a roof).
Stud	A vertical member in wall framing.
Suspended Ceiling	A ceiling which is suspended from and is not in direct contact with the floor or roof construction above and generally used to conceal services.
Underpinning	The construction of new footing and walling under the footings of an existing structure which have failed or may fail.
Valley	The internal angle formed by two inclined slopes of a roof or an internal corner.
Wall Tie	A steel wire tying brickwork to a timber frame.
Weep Holes	Openings left in the perpend of a brickwork course over flashings and at the bottom of wall cavities for drainage purposes.



SPI Property Inspections

OWNER BUILDER TERMS & CONDITIONS

The inspection will be carried out in accordance with the requirements of Section 137B of the Building Act 1993. SPI Property Inspections will carry out the inspection and report as requested by the client in accordance with these Terms and Conditions.

Terms and Conditions

1. The report has been prepared in accordance with the requirements of Section 137B of the Building Act 1993 and the associated Building Acts and Regulations.
 - 1.1 "Building" is defined in the Building Act 1993 as any structure, temporary building, temporary structure, or any part of a building or structure.
 - 1.2 "Construction" in relation to a building, is defined in section 137B of the Building Act 1993 as to build, rebuild, erect or re-erect the building, make alterations to the building, enlarge or extend the building, manage or arrange any other person to do anything referred to above.
2. The purpose of the inspection
 - 2.1 The inspection is to provide a record of the overall condition of the property on the date and at the time of the inspection with the Inspector having access to all areas. Areas not inspected are noted on this report.
 - 2.2 Areas for inspection shall cover all safe and accessible areas defined as those which can be accessed by a 3.6m ladder on the ground or those which have at least 650mm unimpeded vertical and horizontal clearance without the removal of furniture, fittings, cladding or lining materials, plants or soil. Such access does not include the use of destructive or invasive inspection methods nor does it include removing screws and bolts to access covers or cutting or making access traps or moving furniture, floor coverings or stored goods.
 - 2.3 In the case where a property is occupied, the client must be aware that personal items and furnishings may restrict access to rooms and limit vision in places. These items may conceal signs of problems which may only be discovered once items have been shifted or removed.
3. The Report covers only the building works carried out by the nominated Owner-Builder, as advised by the client. It is not a pre-purchase property inspection, within the meaning of AS4349.1, and therefore does not cover works carried out by anyone other than the Owner- Builder. Purchasers cannot rely on this report to ascertain the full condition of the building.
4. Materials notes as "recycled" or "second-hand" in this Report, are not covered by any warranties extended by his practitioner and/or the relevant Insurer. As such, any reference to these items has been based on a casual inspection only.
5. The scope of the inspection
 - 5.1 The inspection comprised a visual assessment of the property to identify major defects and to report on the general condition of the property at the time of the inspection.
 - 5.2 An estimate of the cost of rectification of defects is outside the scope of the Standard and does not form part of this report.
 - 5.3 The report does not cover any part of the premises located beneath the ground surface (such as sewer, stormwater drains etc.) except in the case of a Base Stage inspection, if these areas are visible.
 - 5.4 This report does not deal with non-standard inspections such as electrical installation or other specialist inspections (such as plumbing, hydraulics, mechanical services or geotechnical).

- 5.5 The inspection will not look for timber pest activity. However, if timber pest damage is found then it will be reported. The Inspector will only report on the damage which is visible. It is recommended to have an inspection carried out in accordance with AS4349.3-1998 Timber Pest Inspections by a fully qualified, licensed and insured Timber Pest Inspector.
 - 5.6 The report does not cover the identification of asbestos related products.
 - 5.7 The report does not determine whether the building complies with the provisions of any building Act, regulation, ordinance, local law, by-law, or as an insurance policy or a warranty against problems developing with the building in the future.
 - 5.8 The report does not contain the assessment of any apparent defect including rising damp and leaks as the detection of which may be subject to prevailing weather conditions or recent occupancy or use of services.
 - 5.9 The report may not cover issues of maintenance or specific minor defects (such as jamming doors, windows or catches, decorative finishes or hairline or slight cracks). The report may include a general assessment of the general incidence of minor defects in the building compared with otherwise similar properties.
 - 5.10 The report shall identify any observed item that may constitute a present or imminent serious safety hazard.
 - 5.11 The roof has not been water-tested for leaks, or the guttering checked for levels.
 - 5.12 The roof areas are deemed to be inaccessible.
 - 5.13 The report and inspection does not assess the condition of conspicuous, non-structural items such as carpets, vinyl floor coverings etc. or the operation of any appliances, spa pumps or pool equipment or matters of privacy or vehicle access. Such matters are for the client's own consideration.
6. The report is prepared for the sole and exclusive use of the client whose name appears on page 1 of the report and cannot be used or acted upon by any other party without the express written permission of SPI Property Inspections. The report does not constitute a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by-law and does not warranty against problems developing with the building in the future.
 7. SPI Property Inspections accepts no liability for advice given in this report beyond a refund of the inspection fee.
 8. If plans, town planning or building permits are not sighted at the time of this inspection, it is the purchaser's responsibility to verify the legality of these works.
 9. This Building Practitioner and/or the relevant Insurer are not liable in respect to any defects referred to in this Report.
 10. This Report is valid for a period of six (6) months from the date of the Report. As per section 137B(2)(a)(ii) of the Building Act 1993, this Report must be obtained not more than 6 months before the person enters into the contract to sell the building.
 11. The report does not cover the identification of non-compliant and non-conforming building products and materials as outlined within the requirements of the National Construction Code (NCC).
 12. This Report must be provided to the Purchaser and/or the Insurer as required, prior to entering into a contract of sale.



Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)