

## Part 1

# Contract of Sale of Land

Property address: 2/411 MURRAY ROAD, PRESTON VIC 3072

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, the General Conditions and any Special Conditions in that order of priority.

### IMPORTANT NOTICE TO PURCHASERS

#### 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 apply to you.

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

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

#### Exceptions

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

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

### NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

#### Off-the-plan sales

[Section 9AA\(1A\)](#) of the Sale of Land Act 1962

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

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

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

- A copy of the section 32 statement required to be given by a vendor under [section 32](#) of the Sale of Land Act 1962 in accordance with [Division 2 of Part II](#) of that Act; and
- A copy of the full terms of this contract.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

Name:

On \_\_\_ / \_\_\_ /20 \_\_\_

\_\_\_\_\_  
*Print name of person signing  
State nature of authority if applicable.*

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

**SIGNED BY THE VENDOR**

Name: Zlatko Mickoski

On \_\_\_ / \_\_\_ /20 \_\_\_

\_\_\_\_\_  
*Print name of person signing  
State nature of authority if applicable.*

**SIGNED BY THE VENDOR**

Name: Mirjana Mickoska

On \_\_\_ / \_\_\_ /20 \_\_\_

\_\_\_\_\_  
*Print name of person signing  
State nature of authority if applicable.*

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

## PARTICULARS OF SALE

### VENDOR'S AGENT

Name	Harcourts Rata and Co	Phone	94657766
Address		Email	sold@rataandco.com.au
		Fax	

### VENDOR

### PRACTITIONER – SOLICITOR / CONVEYANCER

Name	Zlatko Mickoski & Mirjana Mickoska	Name	Anthony's Solicitors
Address		Address	314-360 Childs Road Mill Park
		Contact	
ACN/ABN		Email	nadia@anthony'slegal.com.au
		Phone	
		Fax	

### Purchaser

### PRACTITIONER – SOLICITOR / CONVEYANCER

Name		Name	
Address		Address	
		Contact	
ACN/ABN		Email	
		Phone	
Guarantor		Fax	

### LAND

*General conditions 3 and 9*

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	12366	2	PS836209L
Folio	684		

The land includes all improvements and fixtures.

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**Property address**

The address of the land is:

2/411 MURRAY ROAD, PRESTON VIC 3072

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**Goods sold with the land**

*General condition 2(a)(vi)*

Goods sold with land are:

Listed as follows:

All fixtures and fittings of a permanent nature

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**PAYMENT**

*General condition 11*

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Price: \$

Plus GST: \$  Payable by purchaser in addition to price - *Insert 'Nil' if no GST payable by purchaser*

Total price: \$  Payable by purchaser

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Deposit: \$  By  /  / 20  of which \$  has been paid

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Balance: \$  Payable at settlement

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Foreign resident vendor:  See general condition 15(f) and (g).

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**GST**

*General condition 13*

**No**, because:

Input taxed sale of eligible residential premises

Not in the course or furtherance of an enterprise

Going concern

Farm land used for farming business or sale of subdivided farm land to an associate

Vendor not registered or required to be registered as GST turnover < \$75,000

**Yes**, because:

Purchaser entitled to input tax credit

Purchaser NOT entitled to input tax credit

Margin scheme applies

Mixed supply

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**GST withholding**

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor  Yes  No

Withholding required by purchaser  Yes  No

No withholding for residential premises because:	No withholding for potential residential land because:
<input checked="" type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

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**SETTLEMENT**

General condition 10

Is due on / /20

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

- The above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within  [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

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**LEASE**

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

Entitled to vacant possession.

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**TERMS CONTRACT**

Add special conditions.

This contract is intended to be a terms contract within the meaning of the [Sale of Land Act 1962](#)

Yes  No

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**LOAN**

General condition 14(a)-(e)

This contract is subject to a loan being approved:  Yes  No

Lender:

Loan amount: \$

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**BUILDING & PEST REPORT**

General condition 14(f)-(j)

This contract is subject to:

- Building report. Provider:
- Pest report. Provider:

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**Special Conditions**

Yes  No

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INFORMATION ONLY

## GENERAL CONDITIONS

**The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.**

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## 1. Encumbrances

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- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (ii) Any reservations in the crown grant; and
  - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under [section 32](#) of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

## 2. Vendor warranties

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- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
  - (ii) Is under no legal disability; and
  - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) 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
  - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
  - (ii) Easements over the land;
  - (iii) Lease or other possessory agreement affecting the land;
  - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
  - (ii) 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
  - (iii) Domestic building work was carried out in accordance with all laws and legal requirements including, without limiting

the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

### **3. Identity of the land**

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- (a) 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.
- (b) The purchaser may not:
  - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (ii) Require the vendor to amend title or pay any cost of amending title.

### **4. Services**

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- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

### **5. Consents**

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

### **6. Transfer**

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- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to

the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

## **7. Electronic settlement**

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- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

## **8. Builder warranty insurance**

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The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

## **9. Off the plan**

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- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
  - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;

- (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

- (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:

- A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
- B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
- C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
- D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (i) Must not exceed 10% of the price; and
  - (ii) 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.

## **10. Settlement**

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- (a) At settlement:
  - (i) The purchaser must pay the balance of purchase money; and
  - (ii) The vendor must:
    - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
    - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted the hours of 10 am and 4 pm unless the parties agree otherwise.
- (d) The purchaser must pay all money other than the deposit:
  - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
  - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
  - (i) In cash; or
  - (ii) By cheque drawn on an authorised deposit taking institution; or
  - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
  - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.

## **11. Payment**

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- (a) The purchaser must pay the deposit:
  - (i) To the vendor's licensed estate agent; or
  - (ii) If there is no estate agent:
    - A. To the vendor's legal practitioner or conveyancer; or
    - B. 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.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 12. Stakeholding

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- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title; and
  - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
  - (iv) 28 days have elapsed since providing that evidence.

## 13. Goods and Services Tax

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- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.

- (d) This clause applies if '**going concern**' is specified in the particulars of sale.
  - (i) The purchaser warrants that it is registered for GST.
  - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
  - (iii) The vendor must continue to carry on the enterprise until settlement.
  - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if '**farmland used for farming business or sale of subdivided farmland**' to an associate' is specified in the particulars of sale.
  - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
  - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
  - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if '**mixed supply**' is specified in the particulars of sale.
  - (i) GST is included in the price.

- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

**(g) GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
  - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
  - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
  - A. Where the margin scheme applies 7% of the purchase price; otherwise
  - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

**(iv) Purchaser to remit withheld amount**

- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
- B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

**(v) Vendor to indemnify purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

**14. Loan, building report or pest report**

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
  - (i) Grant the extension request; or
  - (ii) Advise the purchaser that the extension request is refused,
 in which case the purchaser may, within 2 clear business days either:
  - (iii) End the contract; or
  - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:

- (i) End the contract; or
- (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
  - (i) Applied for the loan; and
  - (ii) Did everything reasonably required to obtain approval of the loan; and
  - (iii) Provides written proof to the vendor that the loan was not approved; and
  - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
  - (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
  - (i) Applied for the report; and
  - (ii) Provides the vendor with a copy of the written report; and
  - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
  - (iv) Is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

## **15. Adjustments**

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- (a) 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. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 10I of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (i) 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
  - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
  - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
  - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.

- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) The purchaser is entitled to deduct 15% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

## **16. Time**

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- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

## **17. Service**

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- (a) 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.
- (b) A document is sufficiently served if served:
  - (i) Personally; or
  - (ii) By pre-paid post; or
  - (iii) By facsimile; or
  - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
  - (i) Express post is taken to have been served on the next business day after posting;
  - (ii) Priority post is taken to have been served on the fourth business day after posting;
  - (iii) Regular post is taken to have been served on the sixth business day after posting;
  - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
  - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

## **18. Nominee**

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

## **19. Liability of signatory**

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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.

## **20. Guarantee**

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- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.

- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

## **21. Notices**

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

## **22. Lease**

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- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

## **23. Loss or damage before settlement**

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- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale, at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.

- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

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

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **24. Abandoned goods**

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Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

## **25. Default**

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A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

## **26. Interest**

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

## **27. Default notice**

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- (a) 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.
- (b) The default notice must:
  - (i) Specify the particulars of the default; and
  - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
    - A. The default is remedied; and
    - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

## **28. Rescission notice**

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- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
  - (i) Specify the particulars of the failure to comply with the default notice; and
  - (ii) State that the contract will be ended in 10 days after the notice is given unless:
    - A. The default is remedied; and
    - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
  - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and

- (ii) All those amounts are a charge on the land until payment; and
- (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
  - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (ii) The vendor is entitled to possession of the property; and
  - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
    - A. Retain the property and sue for damages for breach of contract; or
    - B. 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
  - (iv) 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
  - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

**GUARANTEE and INDEMNITY**

I/We, ..... of  
.....

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

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

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

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

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

this ..... day of ..... 2026

SIGNED by the said )

Print Name: )

.....

.....  
Director (Sign)

in the presence of: )

Witness: )

.....



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

### SCHEDULE 5

#### Sch. 5

[Regulation 6](#)

### INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

#### Meaning of vendor

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

#### Bidding by co-owners

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

#### Vendor bids

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

The auctioneer can only make a vendor bid if—

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

#### What rules and conditions apply to the auction?

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

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

#### Copies of the rules

##### Sch. 5

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

#### Questions

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

### **Forbidden activities at auctions**

The law forbids any of the following—

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

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

### **Who made the bid?**

#### **Sch. 5**

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

### **It is an offence to disrupt an auction**

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

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

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

### **What law applies**

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

#### **Sch. 5**

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## **SPECIAL CONDITIONS**

### **1 INTERPRETATION**

- 1.1 "Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking business.
- 1.2 "General Conditions" means the General Conditions incorporated into the Law Institute of Victoria and Real Estate Institute of Victoria Limited copyright contract 2025 Edition.
- 1.3 "Land" means the Land being sold described in the Particulars of Sale.
- 1.4 "Particulars of Sale" means the Particulars of Sale to which these special conditions are attached.
- 1.5 "Vendor's Statement" means a statement in accordance with section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.
- 1.6 Headings are part of this contract but are for identification purposes only.
- 1.7 Where there is more than one person comprising the vendor or purchaser each such person shall be bound jointly and severally.
- 1.8 Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

### **2 IDENTITY**

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

### **3 PLANNING AND RESTRICTIONS**

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

#### **4 ENTIRE AGREEMENT AND NO REPRESENTATIONS**

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

#### **5 GUARANTEE**

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

## **6 BUILDING**

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

## **7 GOODS**

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

## **8 TIME AND SETTLEMENT**

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

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

## 10 **DEFAULT**

- 10.1 General Condition 25 contained in the contract of sale of real estate prescribed under section 99 of the Estate Agents Act 1980 shall not apply to the contract attached hereto and the following special condition shall apply instead.
- 10.2 A purchaser who breaches this contract must pay to the vendor on demand:
- a) The full amount payable under the contract attached hereto, whether due to be paid or not; and
  - b) Compensation for any reasonably foreseeable loss to the vendor resulting from the breach; and
  - c) Any interest due under the contract attached hereto as a result of the breach.
- 10.3 The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever or however arising. The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following reasonably foreseeable losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of the contract:

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

10.4 General Condition 26 is deleted. If the purchaser defaults in payment of any money under this contract the purchaser shall pay to the vendor interest at the rate being 4 per cent higher than the rate prescribed from time to time pursuant to section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the vendor.

## 11 DEPOSIT

11.1 The vendor and the purchaser hereby authorise the vendor's representative to invest the whole or any part of the deposit in an Australian trading banking institution, but the representative need not invest the deposit.

11.2 The purchaser shall, within three Business Days of being requested to do so, provide their tax file number to the vendor's representative.

11.3 Any interest that is accrued on the deposit money less investment expenses will be paid to the party entitled to the deposit on the date on which the deposit is released to that party.

11.4 In the event that the purchaser is entitled to the deposit monies, the purchaser is not entitled to any interest on the deposit unless and until the purchaser advises the vendor's representative of the purchaser's tax file number.

11.5 If the due date for the payment of the deposit is not completed in the particulars of sale then the vendor and purchaser agree that the deposit is immediately due and payable to the vendor on the day of sale of this contract.

## 12 **MERGER**

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

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

13.1 If the named purchaser or the nominated purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval ("FIRB approval") from the Foreign Investment Review Board ("FIRB") of the Commonwealth of Australia and shall be deemed to be in default under this contract unless a copy of the FIRB approval letter is provided for the named purchaser and/or the nominated purchaser or evidence that the named purchaser or the nominated purchaser meet the criteria to be exempt from obtaining approval FIRB approval on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the nomination form (whichever is the earlier date).

13.2 The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the Land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract.

13.3 The vendor shall retain an equitable interest in the Land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

## 14 **EXTENSION REQUESTS**

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

## 15 **VARIATION REQUEST**

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

## 16 **SOLAR PANELS**

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

## 17 **NOTICES**

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

## 18 **LEASE AGREEMENTS**

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

## 19 **POWER OF ATTORNEY**

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

INFORMATION ONLY

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# Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

And

# Contract of Sale of Land

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Property address: 2/411 MURRAY ROAD, PRESTON VIC 3072

Vendor:

Purchaser:

Prepared by:  
Anthonys Solicitors

Email: [nadia@anthonyslegal.com.au](mailto:nadia@anthonyslegal.com.au)

Ref: 26/40

# 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, or on behalf of, 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: 2/411 MURRAY ROAD, PRESTON VIC 3072

## SIGNED BY THE VENDOR

Name:

On \_\_\_/\_\_\_/20\_\_\_

\_\_\_\_\_  
*State nature of authority if applicable.*

## SIGNED BY THE PURCHASER

Name:

On \_\_\_/\_\_\_/20\_\_\_

\_\_\_\_\_  
*State nature of authority if applicable.*

SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title	✓	Owners corporation		Terms contract
✓	Land use & services	✓	Notices		Sale subject to mortgage
✓	Planning	✓	Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

**ATTACHMENTS**

Any certificates, documents and other attachments may be annexed or further information added here.

Attached

Further information:

**TITLE**

Attached are copies of the following documents:

- (a)  Register Search Statement and the document referred to as the diagram location in the Register Search Statement.
- (b)  Evidence of the vendor’s right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

**LAND USE & SERVICES**

**(a) Easements, covenants, or other similar restrictions**

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

Attached copies of title document/s.

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

**(b) Services**

The following services are NOT connected to the land:

Electricity supply  Gas supply  Telephone  Water supply  Sewerage

(c) Road access  Yes  No

**PLANNING**

**(a) Planning scheme**

Attached is a certificate with the required specified information.

**(b) Designated bushfire prone area**

Yes  No Under [section 192A](#) of the [Building Act 1993](#)

**FINANCIAL MATTERS**

**(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest**

Contained in the attached certificate/s.

**(b) Particulars of any charge under any Act**

Amount owing: \$  To Chargee:

Other particulars (including dates and times of payments):

## OWNERS CORPORATION

### (a) Owners corporation certificate

Not required – inactive\* 2-lot subdivision.

*\* An owners corporation that is inactive includes an owners corporation that has not, in the previous 15 months, had an annual general meeting, and fixed any fees, and held any insurance.*

Attached.

*Required in all other cases, including inactive owners corporation of more than 2 lots in which case vendor must provide.*

### (b) Insurance

Not required – no common property.

Not required – 2-lot subdivision.

Required\* – See owners corporation certificate attached.

*\* Required in all other cases if there is common property.*

## NOTICES

### (a) Notices, orders, declarations, reports, or recommendations Yes No

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

Attached.

OR

As follows:

### (b) Notices regarding agricultural chemicals Yes No

If yes, particulars of 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 are:

Attached.

OR

As follows:

### (c) Notices of compulsory acquisition Yes No

If yes, particulars of notices of intention to acquire that have been served under [section 6](#) of the Land Acquisition and Compensation Act 1986 are:

Attached.

OR

As follows:

## BUILDING PERMITS

Is there a residence on the land?  Yes  No

If yes, particulars of any building permit issued under the [Building Act 1993](#) in the preceding 7 years are:

Attached.

INFORMATION ONLY

# DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

## Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

## Urban living

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.

For more information, visit the [Commercial and industrial noise page on the Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

### Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

## Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

## Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)
- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal on the Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page on the Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

## Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [New landholders section on the Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page on the Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page on the Department of Environment, Land, Water & Planning website](#).

## Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website](#)
- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website](#).

## Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website](#).

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website](#).

## Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website](#).

## Planning controls affecting 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.

### 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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website](#).

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website](#).

## Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website](#).

## Building permits

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.

For more information about building regulation, visit our [Building and renovating section](#).

### Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website](#).

### Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website](#).

### 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.

For help choosing an energy retailer, visit the [Victorian Energy Compare website](#).

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website](#).

For information on the National Broadband Network (NBN) visit the [NBN Co website](#).

## Buyers' rights

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.

For more information, view our [Buying property section](#).

## Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Australian Institute of Conveyancers \(Victorian Division\) website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)
- [Strata Community Australia \(Victoria\) website](#).

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

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

VOLUME 12366 FOLIO 684

Security no : 124131771806E  
Produced 02/02/2026 11:35 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 836209L.  
PARENT TITLE Volume 04571 Folio 092  
Created by instrument PS836209L 02/04/2022

REGISTERED PROPRIETOR

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

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY231679N 23/07/2024  
SUNCORP-METWAY LTD

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

DIAGRAM LOCATION

SEE PS836209L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 411 MURRAY ROAD PRESTON VIC 3072

ADMINISTRATIVE NOTICES

NIL

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

OWNERS CORPORATIONS

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

DOCUMENT END

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INFORMATION ONLY



# Department of Transport and Planning

## Owners Corporation Search Report

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Produced: 26/02/2026 03:41:22 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS836209L**

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

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

411 MURRAY ROAD PRESTON VIC 3072

OC055193B 02/04/2022

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC055193B 02/04/2022

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
<b>Total</b>	<b>30.00</b>	<b>30.00</b>

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



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 26/02/2026 03:41:22 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS836209L**

Statement End.

INFORMATION ONLY

# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS836209L</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>26/02/2026 15:41</b>

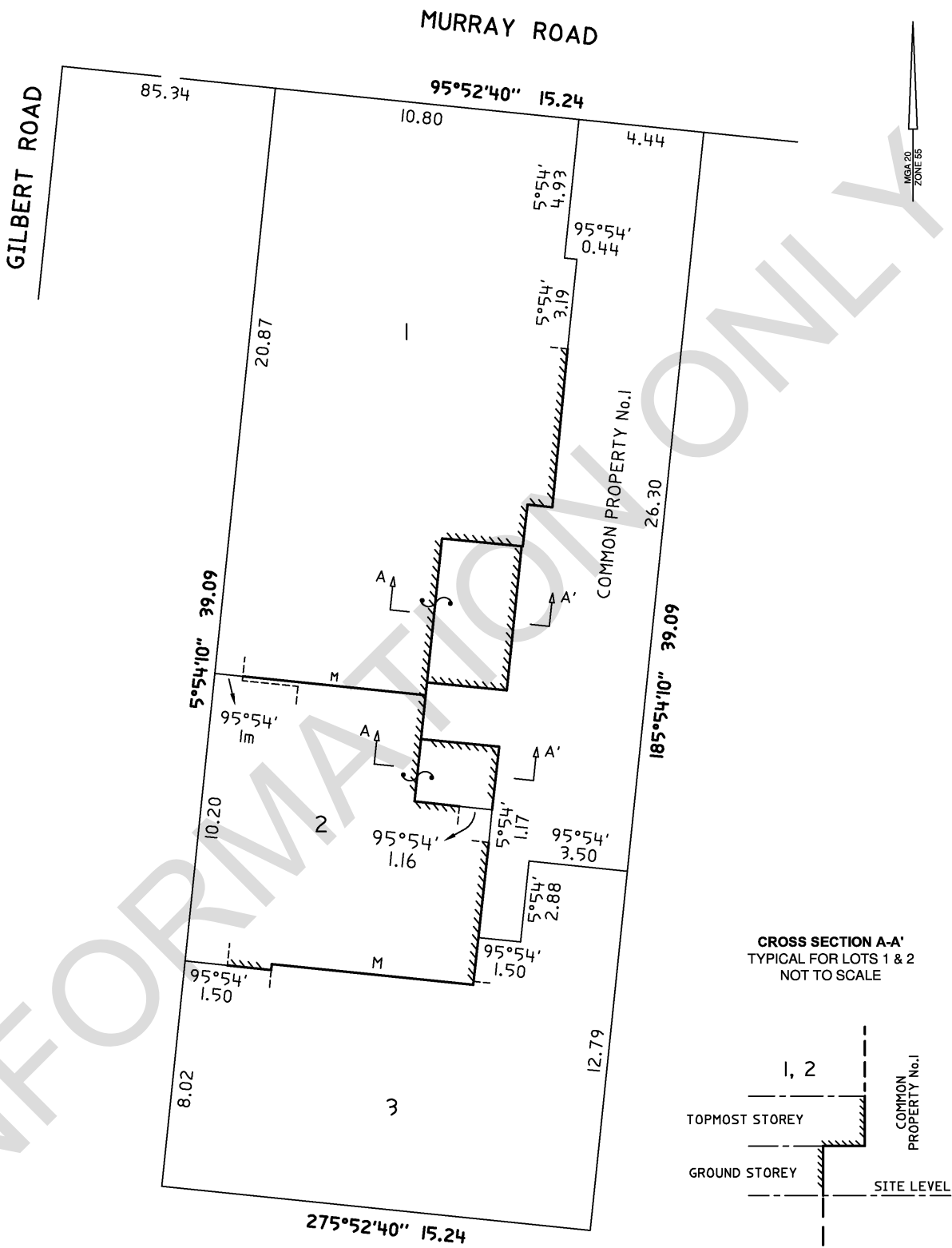
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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		EDITION 1	PS 836209L		
LOCATION OF LAND		Council Name: Darebin City Council Council Reference Number: SUB/228/2020 Planning Permit Reference: D/627/2020 SPEAR Reference Number: S165725T			
PARISH :	Jika Jika	<b>Certification</b> This plan is certified under section 6 of the Subdivision Act 1988  <b>Statement of Compliance</b> This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Lisa Coleiro for Darebin City Council on 21/05/2021			
SECTION :	-				
CROWN ALLOTMENT :	-				
CROWN PORTION :	144 (Part)				
TITLE REFERENCE :	Vol. 4571 Fol. 092				
LAST PLAN REFERENCE :	LP8610 Lot 1				
POSTAL ADDRESS : (At time of subdivision)	411 Murray Road Preston. 3072				
MGA20 CO-ORDINATES (of approx centre of land in plan)	E 323015    ZONE:55 N 5821470    GDA 20				
VESTING OF ROADS AND/OR RESERVES				NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON			BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS  Median: Boundaries marked M Exterior Face : All other boundaries  Hatching within a parcel indicates that the structure of the relevant walls is contained within that parcel  Common Property No.1 is all the land in the plan except for lots 1 to 3 inclusive	
NIL	NIL				
NOTATIONS		<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;">                     LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS                      FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT &amp; LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES                 </div>			
DEPTH LIMITATION DOES NOT APPLY					
SURVEY: THIS PLAN IS BASED ON SURVEY. STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT NO. D/627/2020.  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK 624. IN PROCLAIMED SURVEY AREA NO. -					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
IMPLIED RIGHTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
 Licensed Land Surveyors Development Consultants Town Planners  Tel 9370 9925   Fax 9372 8796   PO Box 148 Ascot Vale Vic 3032 info@anthonyfordsurveying.com.au   www.anthonyfordsurveying.com.au		SURVEYORS REF: 4837	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2	
		Digitally signed by: Anthony Ian Ford, Licensed Surveyor, Surveyor's Plan Version (02), 19/05/2021, SPEAR Ref: S165725T		PLAN REGISTERED TIME: 1.22pm    DATE: 2/4/2022 A.R.T. Assistant Registrar of Titles	

PS 836209L



INFORMATION ONLY

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1229480

## APPLICANT'S NAME & ADDRESS

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

## VENDOR

MICKOSKI, ZLATKO

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

366904

This certificate is issued for:

LOT 2 PLAN PS836209 ALSO KNOWN AS 2/411 MURRAY ROAD PRESTON  
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 2
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :  
<https://planning-schemes.app.planning.vic.gov.au/darebin>

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

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

26 February 2026

**Sonya Kilkeny**  
Minister for Planning

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

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

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

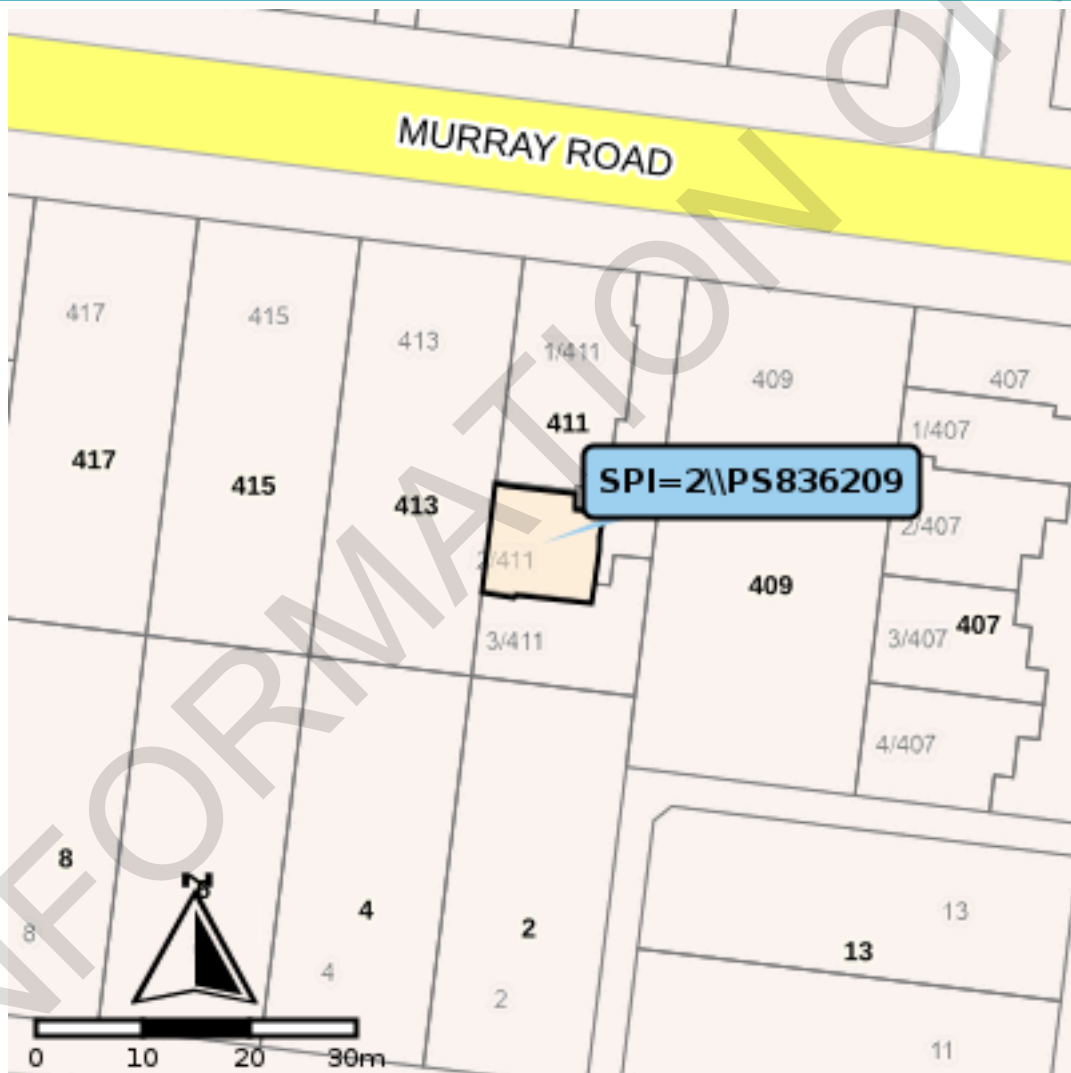
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



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### Choose the authoritative Planning Certificate

#### Why rely on anything less?

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

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

### Privacy Statement

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: 366904

NO PROPOSALS. As at the 26th February 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 2 411 MURRAY ROAD, PRESTON 3072  
CITY OF DAREBIN

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

Date of issue: 26th February 2026

**Certificate Number: 5363/2025**  
**Darebin Reference Number: 84269.0**

Landata Counter Services  
GPO BOX 527  
MELBOURNE VIC 3001

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

<b>Date of Issue</b>	26-Feb-2026
<b>Assessment Number</b>	<b>84269.0</b>
<b>Applicant Reference</b>	79781205-015-5:125013
<b>Certificate Number</b>	5363/2025
<b>Property Location</b>	2/411 Murray Road PRESTON VIC 3072
<b>Property Description</b>	CT-12366/684 LOT 2 PS 836209 AVPCC 121.4 - Townhouse

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

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

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

Site Value	\$230,000
<b>Capital Improved Value</b>	<b>\$710,000</b>
Net Annual Value	\$35,500

**Certificate Number: 5363/2025**  
**Darebin Reference Number: 84269.0**

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

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

Residential	<b>0.00181084</b>	Residential Vacant Land	<b>0.00543252</b>
Business	<b>0.00316897</b>	Business Vacant Land	<b>0.00724336</b>
Vacant Retail Land	<b>0.00724336</b>	Mixed Use Land	<b>0.00253517</b>

<b>Arrears to 30-Jun-2025</b>	\$0.00
<b>Arrears of Legal Fees</b>	\$0.00
<b>General Rates</b>	\$1,285.70
<b>Emergency Services Volunteers Fund</b>	\$258.85
<b>Environmental Charge</b>	\$399.20
<b>Interest on Current Rates to Date</b>	\$12.65
<b>Interest on Arrears to Date</b>	\$0.00
<b>Legal Costs</b>	\$0.00
<b>Lees State Government Pension Rebate</b>	\$0.00
<b>Less Council Concession</b>	\$0.00
<b>Less FSPL Rebate</b>	\$0.00
<b>Less Payments</b>	\$0.00
<b>Rates and Charges due:</b>	\$1,956.40
<b>Special Rates and Charges due:</b>	\$0.00
<b>Total due for property: 2/411 Murray Road PRESTON VIC 3072</b>	<b>\$1,956.40</b>

#### Pay settlements by:

- BPAY quoting Biller Code: **7831** and reference number **0842690**  
**To pay \$1,956.40**
- Council's website by Visa or MasterCard visiting [darebin.vic.gov.au](http://darebin.vic.gov.au)  
**Reference number 842690 to pay \$1,956.40**

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

**Certificate Number: 5363/2025**  
**Darebin Reference Number: 84269.0**

### **General Information**

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

Notice of Acquisitions should be sent to [revenue@darebin.vic.gov.au](mailto:revenue@darebin.vic.gov.au)

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

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

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

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

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

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

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

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

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

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



**Certificate Number: 5363/2025**  
**Darebin Reference Number: 84269.0**

**IMPORTANT INFORMATION RELATING TO THIS PROPERTY**

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

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

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

Yvonne Condello  
**REVENUE SERVICES COORDINATOR**

INFORMATION ONLY

26th February 2026

Antonys Solicitors C/- InfoTrack (Smokeball) C/-  
LANDATA

Dear Antonys Solicitors C/- InfoTrack (Smokeball) C/- ,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	2/411 MURRAY ROAD PRESTON 3072
<b>Applicant</b>	Antonys Solicitors C/- InfoTrack (Smokeball) C/- LANDATA
<b>Information Statement</b>	31014889
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	366904

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	2/411 MURRAY ROAD PRESTON 3072
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STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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

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

## **Melbourne Water Property Information Statement**

Property Address	2/411 MURRAY ROAD PRESTON 3072
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STATEMENT UNDER SECTION 158 WATER ACT 1989

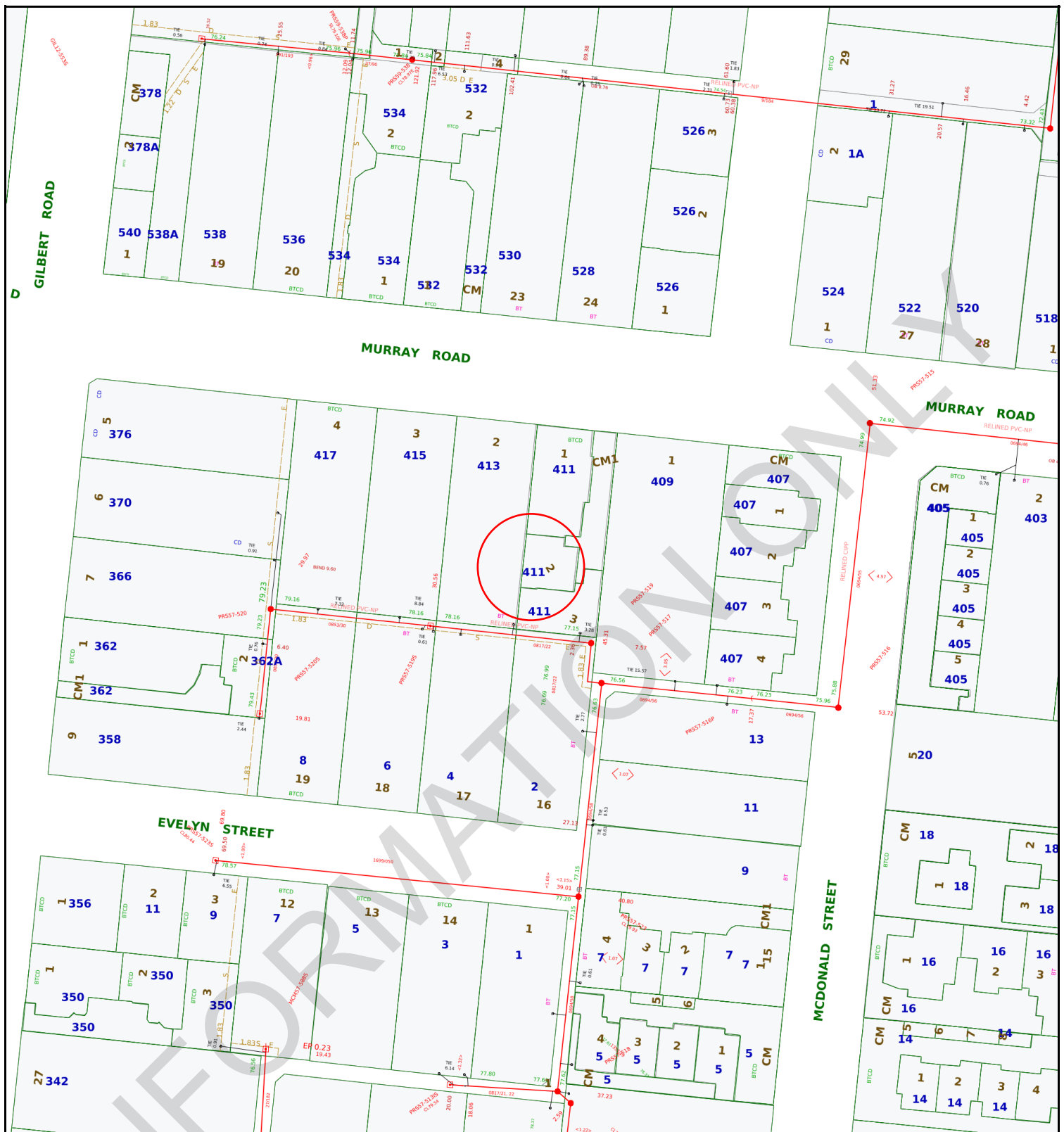
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 31014889**

<b>Address</b>	2/411 MURRAY ROAD PRESTON 3072
<b>Date</b>	26/02/2026
<b>Scale</b>	1:1000



ABN 93 066 902 501

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

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

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

## RATES CERTIFICATE

**Account No:** 8910647061  
**Rate Certificate No:** 31014889

**Date of Issue:** 26/02/2026  
**Your Ref:** 366904

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 2/411 MURRAY RD, PRESTON VIC 3072	2\PS836209	5226916	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$207.05
<b>Total for This Property</b>			\$400.73



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

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

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

INFORMATION

**Property No:** 5226916

**Address:** UNIT 2/411 MURRAY RD, PRESTON VIC 3072

**Water Information Statement Number:** 31014889

## HOW TO PAY



**Billers Code:** 314567  
**Ref:** 89106470610

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / ANTHONYS SOLICITORS

**Your Reference:** 26/40  
**Certificate No:** 97925007  
**Issue Date:** 28 FEB 2026  
**Enquiries:** ESYSPROD

**Land Address:** UNIT 2, 411 MURRAY ROAD PRESTON VIC 3072

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48556576	2	836209	12366	684	\$2,871.98

**Vendor:** MIRJANA MICKOSKA & ZLATKO MICKOSKI

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MIRJANA MICKOSKA	2026	\$230,000	\$1,452.41	\$0.00	\$1,452.41

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

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
MIRJANA MICKOSKA	2025	\$1,419.57	\$0.00	\$1,419.57

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):	\$710,000
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SITE VALUE (SV):	\$230,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$2,871.98</b>
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# Notes to Certificate - Land Tax

Certificate No: 97925007

## 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 = \$230,000

Calculated as \$975 plus ( \$230,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,100.00

Taxable Value = \$710,000

Calculated as \$710,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 97925007

### 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](http://www.bpay.com.au)

### CARD



Ref: 97925007

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	26/40
Certificate No:	97925007
Issue Date:	28 FEB 2026
Enquires:	ESYSPROD

**Land Address:** UNIT 2, 411 MURRAY ROAD PRESTON VIC 3072

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48556576	2	836209	12366	684	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
121.4	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$710,000
SITE VALUE:	\$230,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97925007

## 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](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	26/40
Certificate No:	97925007
Issue Date:	28 FEB 2026

**Land Address:** UNIT 2, 411 MURRAY ROAD PRESTON VIC 3072

Lot	Plan	Volume	Folio
2	836209	12366	684

**Vendor:** MIRJANA MICKOSKA & ZLATKO MICKOSKI

**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
3000163734	GC252C	\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** Property is WGT exempt: WGT Residential Land.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 97925007

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 97925002

### 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](http://www.bpay.com.au)

### CARD



Ref: 97925002

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

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

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

## FORM 2

Regulation 37(1)  
**Building Act 1993**  
Building Regulations 2018

### BUILDING PERMIT

#### Issued to

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

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

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

#### Property details [include title details as and if applicable]

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

#### Builder

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

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

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

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

#### Building practitioner or architect engaged to prepare documents for this permit

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

#### Details of domestic building work insurance

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

#### Details of relevant planning permit

Planning permit no.: **D/392/2017**

Date of grant of planning permit: **10/07/2018**

#### Nature of building work

Construction of Three - Two Storey Attached Dwellings and Associated Garages

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

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

Total floor area of new building work in m<sup>2</sup> **420**

#### Building classification

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

#### Performance solution

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

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

#### Prescribed reporting authorities

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

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

### Protection work

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

### Inspection requirements

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

The mandatory notification stages are:

**Prior to placing a footing – Pre Slab**

**Prior to pouring in situ concrete – Slab Steel Reinforcement**

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

**Completion of framework**

**Prior to placing a footing – Stump Holes – Decking**

**Completion of framework – Subfloor – Decking**

**Final upon completion of all building work**

### Occupation or use of building

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

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

### Commencement and completion

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

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

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

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

### Conditions

#### GENERAL NOTES

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

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

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

#### CONSTRUCTION NOTES

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

PERMIT CONDITIONS

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

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

Prepared By: Bayside & Suburbs Geotechnical

### Reference Documentation

*The following documents form part of this building permit:*

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

### Certificates at Completion

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

#### Plumbing Compliance Certificate

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

#### Electrical Compliance Certificate

- Prescribed
- Non-Prescribed

#### Glazing Compliance Certificate

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

#### Thermal Insulation Installation

- Certificate or Statement of Installation to AS4859-2002

#### Energy Efficiency

- Declaration of Compliance with the Energy Report

#### Slip Resistance

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

Fire Safety

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

Waterproofing

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

External Cladding

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

Occupancy Permit

- Complete Application for Occupancy Form

**Relevant building surveyor**

Name: **John Athanasiou**

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

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

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

Permit no.: **9293152330000**

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

Signature:



**FORM 16**

Regulation 192  
**Building Act 1993**  
Building Regulations 2018

**OCCUPANCY PERMIT**

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

**Property details**

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

**Building permit details**

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

**Building Details**

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

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

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

**Performance solution - Weatherproofing**

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

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

**Reporting authorities**

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

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

**Mandatory Inspections**

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

**Suitability for occupation**

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

**Relevant building surveyor**

Name:

**John Athanasiou**

Address:

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

Email:

**johna@builde.com.au**

Building practitioner registration No.

**BS-U 25334**

Occupancy Permit no.:

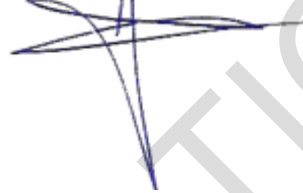
**9293152330000**

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

Date of final inspection:

**02/12/2020**

Signature:



# Sample owners corporation certificate

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

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

## Important:

The information in this certificate is issued on (insert date) **2 March 2026**

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

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

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

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

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

Postal address

Post Office Box 112, Mill Park VIC 3082

(signature)

(print name)

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

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**The common seal of owners corporation number**

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



Signature of lot owner

---

Name of lot owner (block letters)

---

Lot number

---

Date

---

Signature of lot owner

---

Name of lot owner (block letters)

---

Lot number

---

Date

---

INFORMATION ONLY



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

Monday, 22 September 2025

Owners Corporation PS836209L  
6 Tamara Ct  
THOMASTOWN VIC 3074

**Subject: Important Information Regarding Your Insurance Documents**

Dear Zak,

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

**Premium Paid:**

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

**Policy Schedule:**

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

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

**PDS/Policy Wording:**

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

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

**For Additional Information and Resources:**

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



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

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

Yours sincerely,

*Lisa Guinane,*

Account Executive

Email: [lisa.guinane@cgib.com.au](mailto:lisa.guinane@cgib.com.au)

Direct Phone: 03 8841 4217

INFORMATION ONLY

## BUSINESS PACK INSURANCE / POLICY SCHEDULE

Policy Number: 41U496762BPK

### Welcome from QBE

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

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

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

We look forward to servicing your insurance needs.

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

#### Insurer

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

#### Intermediary Details

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

#### Period of Insurance

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

#### Insured Details

Name: OWNERS CORPORATION PS836209L

#### Goods and Services Tax (GST)

Are you registered for GST? No



## BUSINESS PACK INSURANCE / POLICY SCHEDULE

**The Insured:**  
 OWNERS CORPORATION PS836209L

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

**Policy number:**  
 41U496762BPK

### Premium details

**Situation: 411 MURRAY RD, PRESTON VIC 3072**

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

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

## BUSINESS PACK INSURANCE / POLICY SCHEDULE

Page 2 of 4

**The Insured:**  
OWNERS CORPORATION PS836209L

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

**Policy number:**  
41U496762BPK

### SITUATION Details

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

### Public & Products Liability cover section

#### LIMIT OF LIABILITY

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

### Schedule of Interested Parties

None Noted

### Clauses

- **2G9**

#### PROPERTY OWNERS ONLY

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

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

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

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

## BUSINESS PACK INSURANCE / POLICY SCHEDULE

Page 3 of 4

**The Insured:**

OWNERS CORPORATION PS836209L

**Period of Cover:**

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

**Policy number:**

41U496762BPK

### Clauses *continued*

- **SFT**

APPLICABLE POLICY WORDING

When BUSINESS PACK INSURANCE is shown on the Policy Schedule

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

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

Policy QM207-0421 applies.

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

Policy QM208-1221 applies.

### Additional Clauses

\*\* OUR AGREEMENT \*\*

Our Agreement

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

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

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

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

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

## BUSINESS PACK INSURANCE / POLICY SCHEDULE

Page 4 of 4

**The Insured:**

OWNERS CORPORATION PS836209L

**Period of Cover:**

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

**Policy number:**

41U496762BPK

### Your duty of disclosure

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

You have this duty until we agree to insure you.

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

You do not need to tell us anything that:

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

### If you do not tell us something

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

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

### Underinsurance

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

Classes of insurance containing underinsurance clauses:

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

### Insurer

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



Friday, 12 September 2025

To: Owners Corporation PS836209L

Dear Zak,

## OUR SERVICE AGREEMENT

**OUR REFERENCE:** Common Ground Insurance - Residential

We are delighted to confirm our engagement as your insurance broker. We write to confirm how and on what terms we will manage your insurance needs.

We subscribe to and are bound by the Insurance Brokers Code of Practice, a full copy of which is available from the National Insurance Brokers Association (NIBA) website: [www.niba.com.au](http://www.niba.com.au).

We usually act on your behalf and in your interests in all matters. Sometimes, it may be more appropriate for us to either arrange insurance or manage claims where we act as an agent of the insurer. If and when this situation arises, we will explain and highlight this to you.

We are authorised to advise you about and arrange general insurance products. If we are unable to advise you or act on your behalf due to a conflict of interest which cannot be managed, we will immediately notify you.

We will provide you with general advice. Where a Statement of Advice has not been provided to you with this information then the advice that we are giving you related to this transaction is General Advice.

General Advice is advice that has been prepared without considering your current objectives, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objectives, financial situation or needs.

If the advice provided relates to the acquisition or possible acquisition of a new insurance policy and the insurer has prepared a Product Disclosure Statement (PDS) we will have attached the PDS for your review. You should consider the PDS prior to making the decision to purchase this product.

More information about our services is available from our Financial Services Guide (FSG) available on our website, [click here](#).

## Remuneration



In return for the services we provide, we will receive a commission usually between 0 and 28 per cent of the premium paid (excluding relevant taxes, charges, and levies) which is paid to us by the insurer and a fee, payable by you.

### **Your Insurance Needs**

Common area of residential units owned by various owners

You have asked us to manage the following insurances on your behalf:

- Common Ground Insurance - Residential

### **Your Account Executive**

Lisa Guinane will look after your insurances. They will be assisted by other brokers and specialists in the firm from time to time.

You may contact them in person, by telephone, or email.

### **Our Services**

We will provide you with the following services:

- Help you identify and assess your risks and develop a proposal to submit to potential insurers.
- Advise and make recommendations as to your insurance requirements.
- Contact you with our recommendations.
- Prepare underwriting submissions.
- Seek insurance quotes (we will seek quotes from the broader general insurance market before making a recommendation. We have arrangements with around 20 insurers, which enables us to find the right insurance product for you).
- Negotiate terms with any existing insurers and with alternative insurers.
- Place the insurances agreed upon.
- Review policy wordings and obtain signed policies from insurers.
- Confirm the placement of the insurances to you.
- Calculate, invoice, and collect the premiums.
- Adjust premiums on prior year policies.
- Review your insurance arrangements:



- when you inform us about material changes to your circumstances;
- at the time of any scheduled status reviews as agreed with you;
- upon renewal of your insurances.
- Facilitate policy changes and/or cancellations as per your instructions.
- If required, assist you with any Insurance Premium Funding needs.
- If required, assist you to manage any claims you may need to make:
  - we will keep you informed in a timely manner regarding the progress of claims.
  - when we receive an insurer's response to a submitted claim, we will notify you of the outcome as soon as it is reasonably practical to do so.
  - if a claim is either unreasonably denied or reduced by the insurer, we will act as claims advocates on your behalf to try to have the claim paid.
  - we will advise you if the insurer seeks to negotiate a settlement of your claim.
  - we will seek your instructions before agreeing to any settlement of your claim.
  - if the insurer declines to pay a claim, we will explain the reasons for the insurer's decision and outline what further steps can be taken, including steps to make a complaint.
  - in the event you terminate our appointment as your insurance broker we will provide details of any claim(s) to your new insurance broker so that they may continue to negotiate settlement on your behalf.
- We will take reasonable steps to contact you at least fourteen (14) days prior to your insurance cover expiry date to engage you on the next steps to be taken prior to the expiry of the policy. We will take appropriate, professional, and timely steps to seek insurance cover terms and conditions and advise you of available options (if any) for your consideration.

Many commercial or business contracts contain clauses that relate to your liability (including indemnities or hold harmless clauses). These clauses may entitle your insurers to either reduce cover, or in some cases, refuse to indemnify you at all. Please inform us of any clauses of this nature before signing and accepting such contracts. We may recommend that you seek legal advice.

We can also advise on risk management strategies apart from insurance.

### **Important Relationships**

We are a privately owned insurance broking firm.



## Your Disclosure Obligations

It is important that you provide us with complete and accurate information about the risk to be insured otherwise the advice we give you may not be appropriate for your needs. We rely on you to provide complete and accurate information.

Before you enter into an insurance contract with an insurer, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose information to the insurer. This Duty of Disclosure applies until the insurer agrees to either insure you or renew your insurance. The Duty of Disclosure also applies before you extend, vary or reinstate your insurance.

If you are applying for or renewing insurance in relation to consumer insurance products such as, your motor vehicle, home building and/or contents, residential strata, travel, personal accident or sickness and/or consumer credit products, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions. Not doing so may be considered by the insurer to be a breach of your 'duty to take reasonable care not to make a misrepresentation' and may cause issues in relation to the validity of your insurance policy and/or issues in the event of you lodging a claim.

At renewal, the insurer may either ask you to advise any changes to information you have previously disclosed, or may give you a copy of the information you previously disclosed and ask you to advise them if there have been any changes. If you do not tell the insurer about a change, you will be taken to have told the insurer there is no change.

If you are applying for or renewing any other insurance, you must tell the insurer all information that is known to you that a reasonable person could be expected to know or that is relevant to the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything:

- that reduces the risk it insures you for;
- is common knowledge;
- that the insurer knows or should know; or
- which the insurer waived your duty to tell it about.

## Non-disclosure

If you fail to comply with your Duty of Disclosure, the insurer may cancel your contract of insurance, or reduce the amount it will pay you if you make a claim, or both. If your failure to comply with the Duty of Disclosure, or you are fraudulent, the insurer may refuse to pay a claim and treat the contract of insurance as if it never existed.

If you are in doubt about whether or not a particular matter should be disclosed, please contact your Account Executive.



You must make sure you explain the Duty of Disclosure to any person you represent when we arrange any insurance cover for you. Alternatively, you may ask any person you represent to contact us, and we will explain their Duty of Disclosure to them directly.

If your circumstances change, our recommendations may no longer be appropriate. Please tell us about any changes in your circumstances so that we can confirm that your insurance continues to be suitable for your needs.

### **Continuity of Cover**

It is important that you maintain continuity of cover. Accordingly, if a contract of insurance falls due and we are unable to contact you, we will automatically arrange for the policy to be held covered (or renewed if necessary). If you do not require the cover, we ask that you tell us as soon as possible. A short-term premium may apply. Please tell us if you do not wish us to provide this service.

### **Cancellation**

We can only cancel a contract of insurance on the written instructions of a person authorised to represent each of the parties who are named as insureds. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909.

### **Period of Engagement**

Unless we agree in writing otherwise, our appointment is for a period of time required by you or CGIB.

This appointment can be cancelled in writing, given a minimum of 30 days' notice.

### **Premium Funding**

Premium funding products enable you to pay your premiums by installments. Premium funders do charge interest and they take a power of attorney over your insurance policy as they have paid it to the insurer in advance, in full, as required at the beginning of the policy period.

We can arrange premium funding on your behalf if you require it. We may receive a commission based on a percentage of the premium from the premium funder for doing so. We will tell you the basis and amount of any such payment before or at the time the premium funding is arranged.



## Our Payment Terms

**Invoices** - we will invoice you for the premium, statutory charges (e.g. stamp duty and fire services levy) and any fees we charge for arranging your insurances. You must pay us within:

- 21 days of the date of the invoice;
- or in the case of a renewal, before the expiry date of the contract of insurance.
- we reserve the right to refund to you the net return premium we receive from the insurer and not refund any part of the commission and/or broker fee we received for arranging the cover. A broker fee may be charged to process the cancellation.

If you do not pay the premium on time, the insurer may cancel the contract of insurance and you will not be insured. The insurer may also charge a short-term penalty premium for the time on risk.

**Credit card fees** - if you pay by credit card, we may charge you a non-refundable credit card fee. This fee will be shown on your invoice and reimburses us for bank interest, extra charges/costs and time incurred by us when providing credit card facilities.

We look forward to working with you and to a long and mutually satisfactory relationship.

We encourage you to call your Account Executive at any time if you have any questions about our services or your insurances.

Yours sincerely,

*Lisa Guinane*

Lisa Guinane  
Account Executive  
0388414217

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

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

Details of the cover are listed below.

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

**Liability Section**

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

Interested Party: None Noted

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

**End of Certificate.**