

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: SHANNON CLEM FORMOSA

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate - Whittlesea
Address: 1/75 Church Street, Whittlesea VIC 3757
Email: deanzammit@stonerealestate.com.au
Tel: 97162000 Mob: Fax: Ref:

Vendor

Name: SHANNON CLEM FORMOSA
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Conveyancing West Vic Pty Ltd
Address: 5/29 Rockbank Road, Ardeer VIC 3022
Email: anna@conveywest.net
Tel: 0431 171 443 Mob: Fax: Ref:

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11923 Folio 450	32	PS 725191X

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 32 Boardwalk Place, Keilor East VIC 3033

Goods sold with the land – *All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature including dishwasher.*

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /20.....

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

Special Conditions

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

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

SPECIAL CONDITION 1 – AUCTION RULES

The property is offered for sale by public auction subject to the vendor's reserve price. The rules for the conduct of the public auction shall be set out in Schedule 1 of the Sale of Land Act Regulations 2014 or any rules prescribed by regulation which may modify or replace those rules.

SPECIAL CONDITION 2 - WHOLE AGREEMENT

The Purchaser acknowledges that the information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

SPECIAL CONDITION 3 - IDENTITY OF LAND

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser is identical to that described in the Title particulars as the land being sold in the Vendors Statement. The purchaser agrees not to make any requisitions or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

SPECIAL CONDITION 4 – PLANNING

The property is sold subject to any restrictions as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restrictions shall not constitute a defect on Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisitions or objections or claim or be entitled to compensation or damages from the Vendor in respect thereof.

SPECIAL CONDITION 5 – RESTRICTIONS

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any right of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereof.

SPECIAL CONDITION 6 - BUILDING

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

SPECIAL CONDITION 7 - CONDITION OF PROPERTY

- (a) The Purchaser acknowledges that the Purchaser has inspected the Property and Chattels.
- (b) The Purchaser signs this Contract accepting delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof.
- (c) The Purchaser agrees that the Vendor is under no liability or obligation to carry out renovations, alterations or improvements at the Property after the date of sale as the Purchaser buys as is.
- (d) The Purchaser agrees that the Vendor is under no obligation to enhance the property by adding anything so as to benefit the Purchaser and/or the value of the property.
- (e) General Conditions 31.4, 31.5 and 31.6 shall not apply.

SPECIAL CONDITION 8 – VENDOR’S LAND TAX

Vendor’s Land Tax is not an adjustable item.

SPECIAL CONDITION 9 - CONDITION CONFLICT

In the event of a conflict between a Special Condition and a General Condition, the Special Condition shall prevail.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

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

18.9 The vendor must before settlement:

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

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

19. GST

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

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

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

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

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

22. PEST REPORT

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

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

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

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

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

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

23. ADJUSTMENTS

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

Guarantee for Corporate Purchaser

Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser

_____ [insert guarantors full names] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by _____)
the guarantors in the presence of: _____)

Signature

Signature of Witness

Print Name of Witness


Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

Land	32 BOARDWALK PLACE, KEILOR EAST VIC 3033
-------------	--

Vendor's name	SHANNON CLEM FORMOSA	Date	15/08/2024
Vendor's signature			

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

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s.

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the best of the Vendor's knowledge.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11923 FOLIO 450

Security no : 124116849173H
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LAND DESCRIPTION

Lot 32 on Plan of Subdivision 725191X.
PARENT TITLE Volume 11868 Folio 344
Created by instrument PS725191X Stage 3 18/10/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SHANNON CLEM FORMOSA of 32 GRANITE WAY KEILOR EAST VIC 3033
AQ549605R 14/12/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW959208N 21/06/2023
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AE205222J 24/02/2006

DIAGRAM LOCATION

SEE PS725191X 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: 32 BOARDWALK PLACE KEILOR EAST VIC 3033

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 27/06/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS725191X

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

DOCUMENT END



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Document Type	Plan
Document Identification	PS725191X
Number of Pages (excluding this cover sheet)	13
Document Assembled	23/07/2024 14:33

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<h1>PLAN OF SUBDIVISION</h1>	<h2>EDITION 4</h2>	<h1>PS725191X</h1>
<p>Location of Land Parish: DOUTTA GALLA Township: Section: 17 Crown Allotment: D (PART) Crown Portion: 12 (PART)</p> <p>Title References: Vol. 11123 Fol. 461</p> <p>Last Plan Reference: LOT A ON PS543367Y</p> <p>Postal Address: (At time of subdivision) 1 GRANITE WAY KEILOR EAST 3033</p> <p>MGA Co-ordinates: E 312 745 Zone 55 (of approx. centre of plan) N 5 821 250 GDA94</p>	<p>COUNCIL NAME : MOONEE VALLEY CITY COUNCIL</p>	

VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	THE AHD LEVEL DATUM HAS BEEN DERIVED FROM DOUTTA GALLA PM574 BEING R.L. 29.40 AND WAS RECORDED ON 01/10/2013. AHD REFERS TO AUSTRALIAN HEIGHT DATUM R.L REFERS TO REDUCED LEVEL BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDING MEDIAN: BOUNDARIES MARKED M EXTERNAL: ALL OTHER BOUNDARIES UNLESS OTHERWISE DESCRIBED COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT FOR LAND IN ALL LOTS AND RESERVES. ALL CABLES AND CONDUITS THAT PROVIDE SERVICE TO THAT PART OF COMMON PROPERTY NO.1 SHOWN WITHIN LOT 36 ON THIS PLAN ARE DEEMED TO BE PART OF COMMON PROPERTY NO.1. THE POSITION OF THESE CABLES AND CONDUITS HAVE NOT BEEN SHOWN ON THIS PLAN. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS. COMMON PROPERTY No.1 IS ALSO KNOWN AS A PRIVATE ROAD CALLED BOARDWALK PLACE. * DEFINITION OF STRUCTURAL SUPPORT: TO PROVIDE STRUCTURAL SUPPORT THROUGH FOUNDATIONS OF THE ERECTED WALL. # RESTRICTED IN HEIGHT - REFER TO CROSS SECTIONS FOR DETAILS
RESERVE No.1, 2 & 3	MOONEE VALLEY CITY COUNCIL	
NOTATIONS		
DEPTH LIMITATION DOES NOT APPLY		
Staging This is a staged subdivision. Planning Permit No. MVS915/2015 Survey: This plan is based on survey. This survey has been connected to Permanent Marks no. PM574 in Proclaimed Survey Area No. -		

EASEMENT INFORMATION

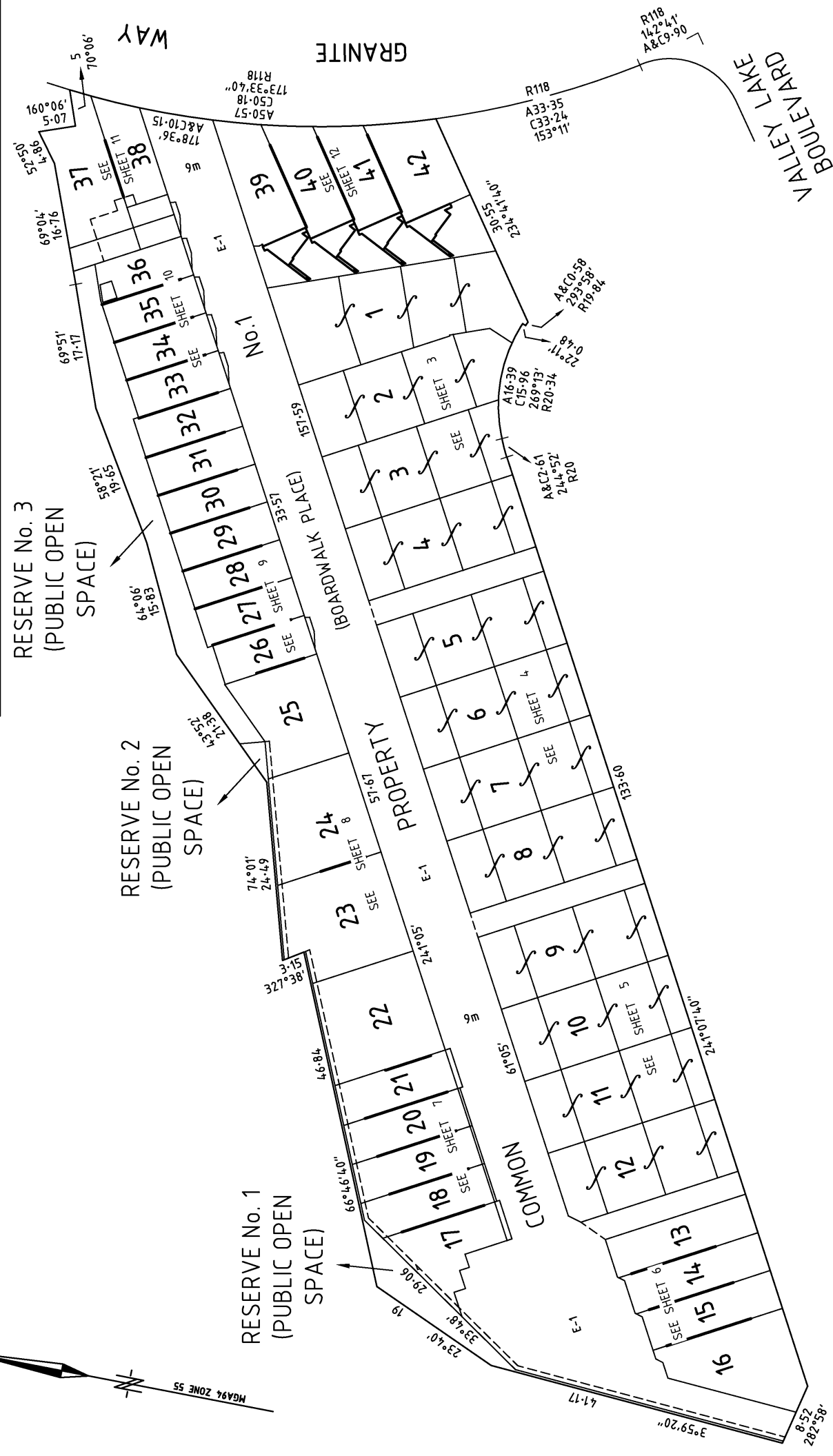
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN

Reference Easement	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 #	CARRIAGEWAY	SEE DIAG.	THIS PLAN	MOONEE VALLEY CITY COUNCIL
E-2 #	STRUCTURAL SUPPORT * SEE DEFINITION ABOVE	SEE DIAG.	THIS PLAN	MOONEE VALLEY CITY COUNCIL
E-3 #	CARRIAGEWAY	0.60	THIS PLAN	MOONEE VALLEY CITY COUNCIL
E-3 #	STRUCTURAL SUPPORT * SEE DEFINITION ABOVE	0.60	THIS PLAN	MOONEE VALLEY CITY COUNCIL
E-4 #	STRUCTURAL SUPPORT * SEE DEFINITION ABOVE	SEE DIAG.	THIS PLAN	MOONEE VALLEY CITY COUNCIL
E-5 #	WALKWAY	SEE DIAG.	THIS PLAN	LOT 37 ON THIS PLAN
E-6 #	WALKWAY	SEE DIAG.	THIS PLAN	LOT 38 ON THIS PLAN

<p>Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au</p>	REF 9111N/22 VERSION A	CAD REF: 9111N-22A-dwg	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 12
	THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN			

PLAN OF SUBDIVISION **PS725191X**



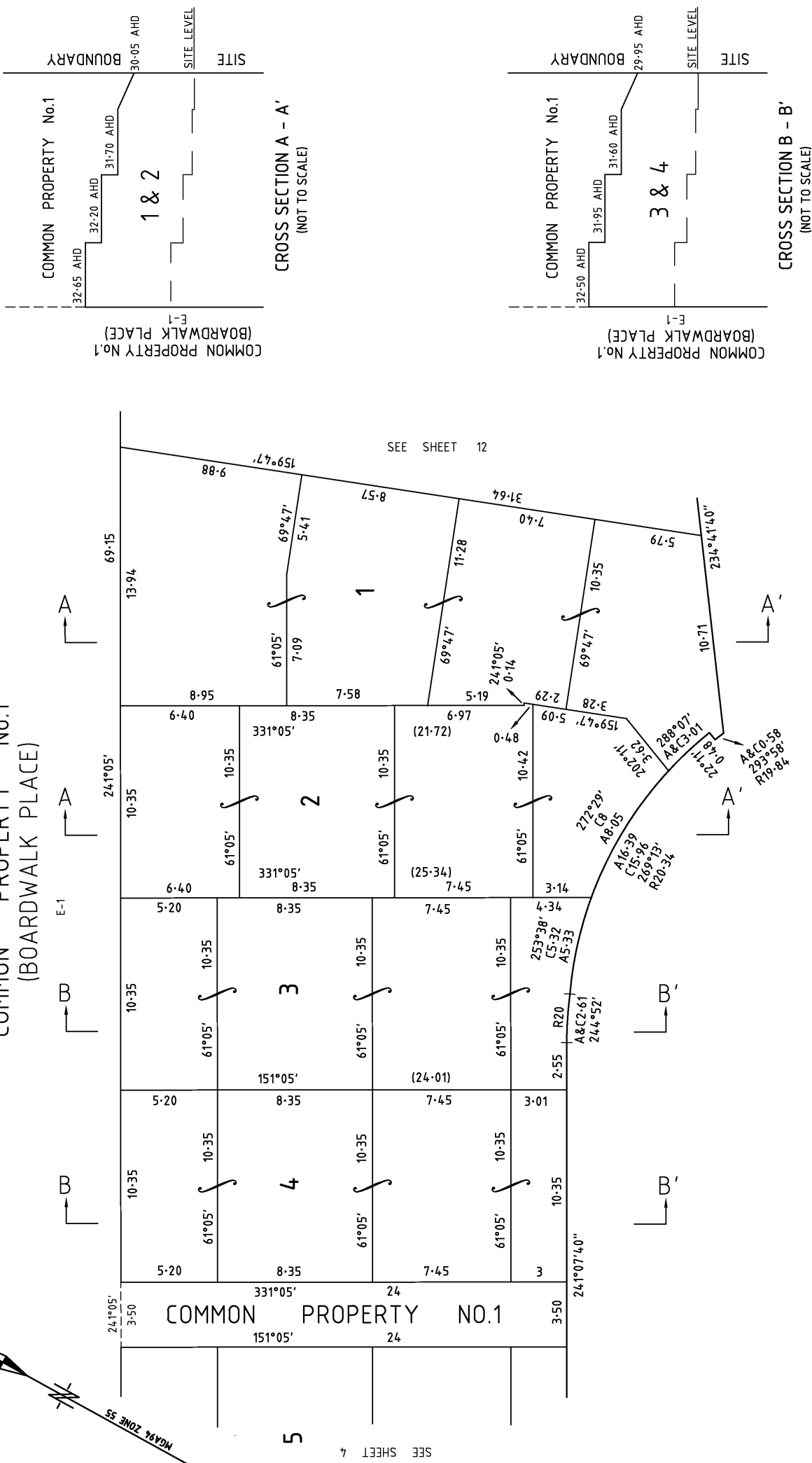
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PLAN OF SUBDIVISION

PS725191X

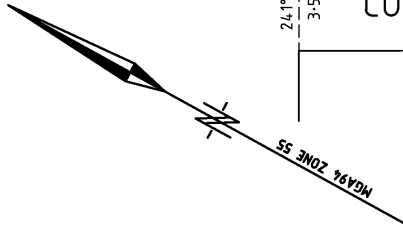
SEE SHEETS 9 & 10

COMMON PROPERTY No.1 (BOARDWALK PLACE)



SEE SHEET 4

5



MCA94 ZONE 55

SEE SHEET 12

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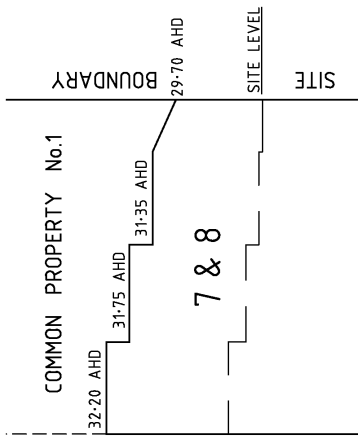
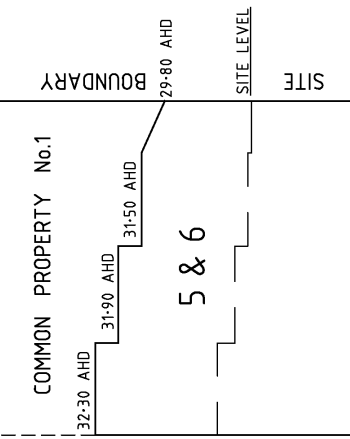
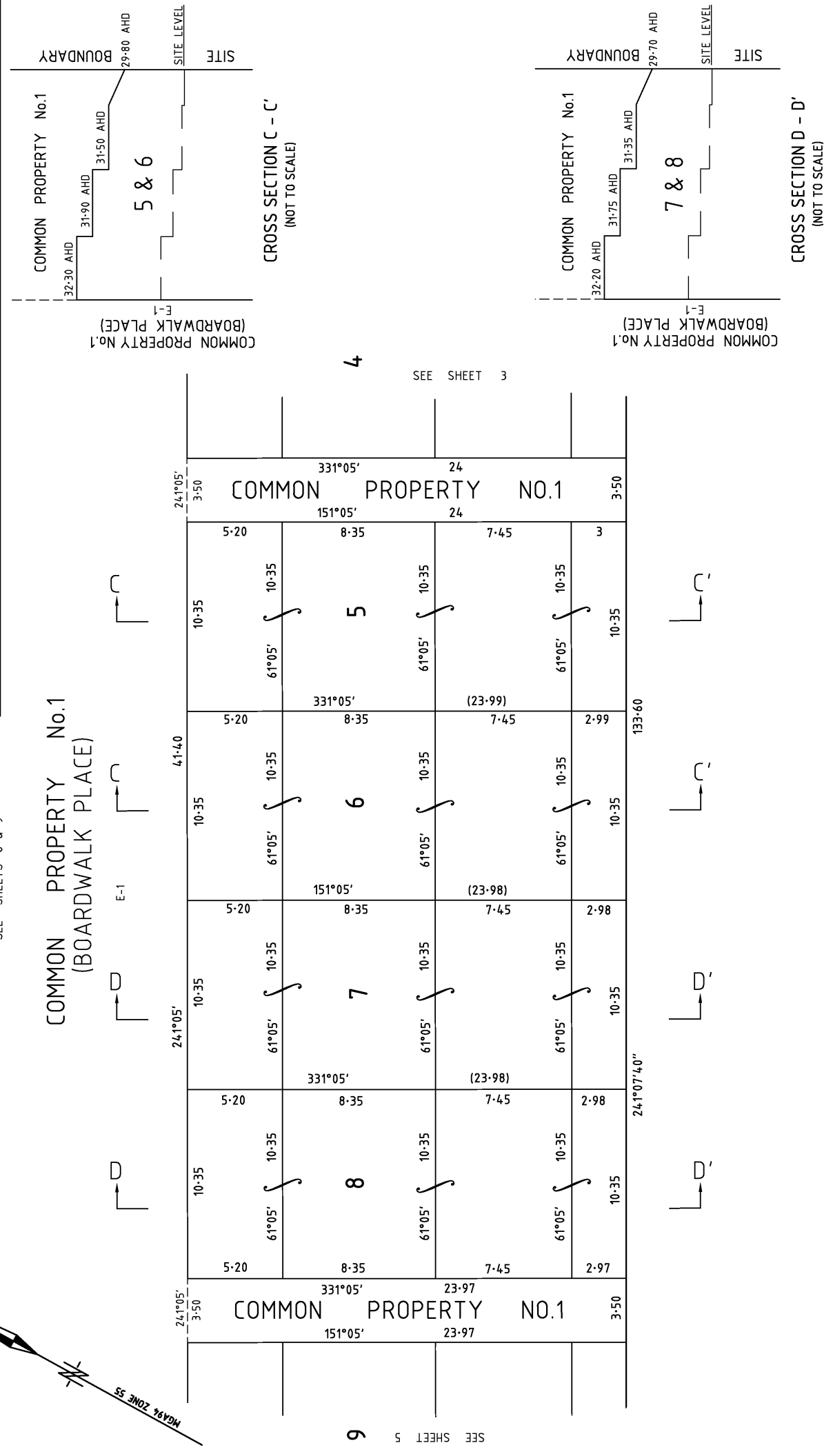
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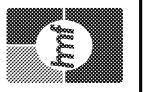
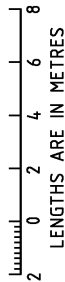
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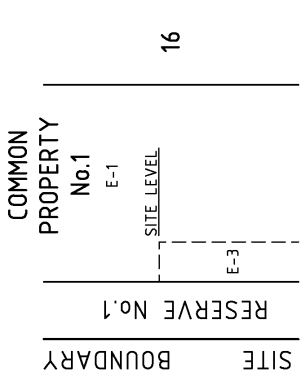
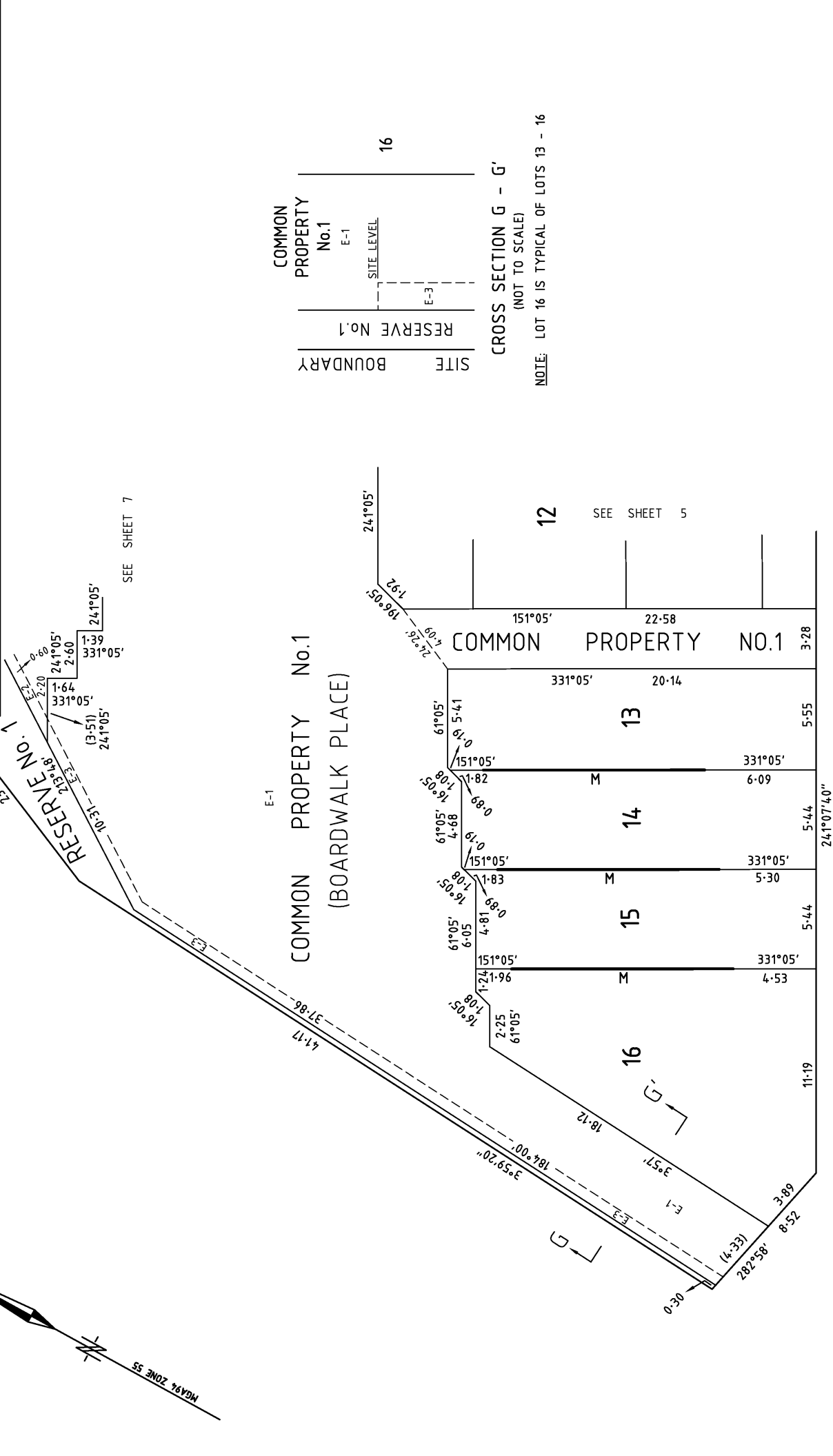
Sheet 3

PLAN OF SUBDIVISION



 <p>Heller McFarland Development Consultants, Town Planners, Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darington, VIC 3145 Tel: 03 8532 9851 Fax: 03 8532 9841 www.hmf.com.au info@hmf.com.au</p>	SCALE 1:200	 <p>LENGTHS ARE IN METRES</p>	REF 911N/21	VERSION A	ORIGINAL SHEET SIZE: A3	Sheet 4
	<p>PS725191X</p>					

PLAN OF SUBDIVISION **PS725191X**

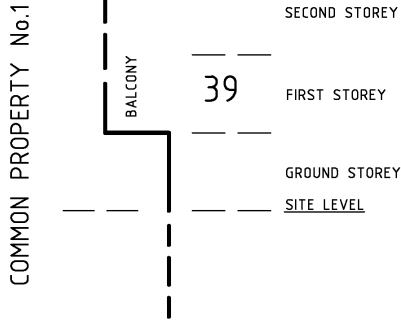


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SCALE 1:200
LENGTHS ARE IN METRES

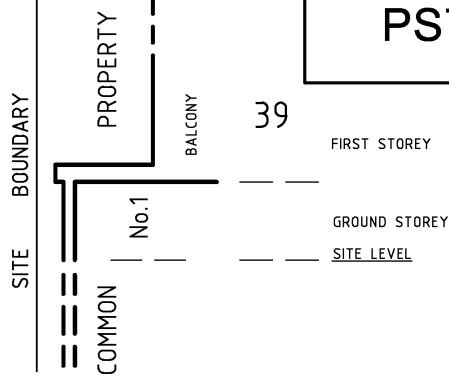
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VERSION A
ORIGINAL SHEET SIZE: A3
Sheet 6

PS725191X



TYPICAL CROSS SECTION L - L'
(NOT TO SCALE)

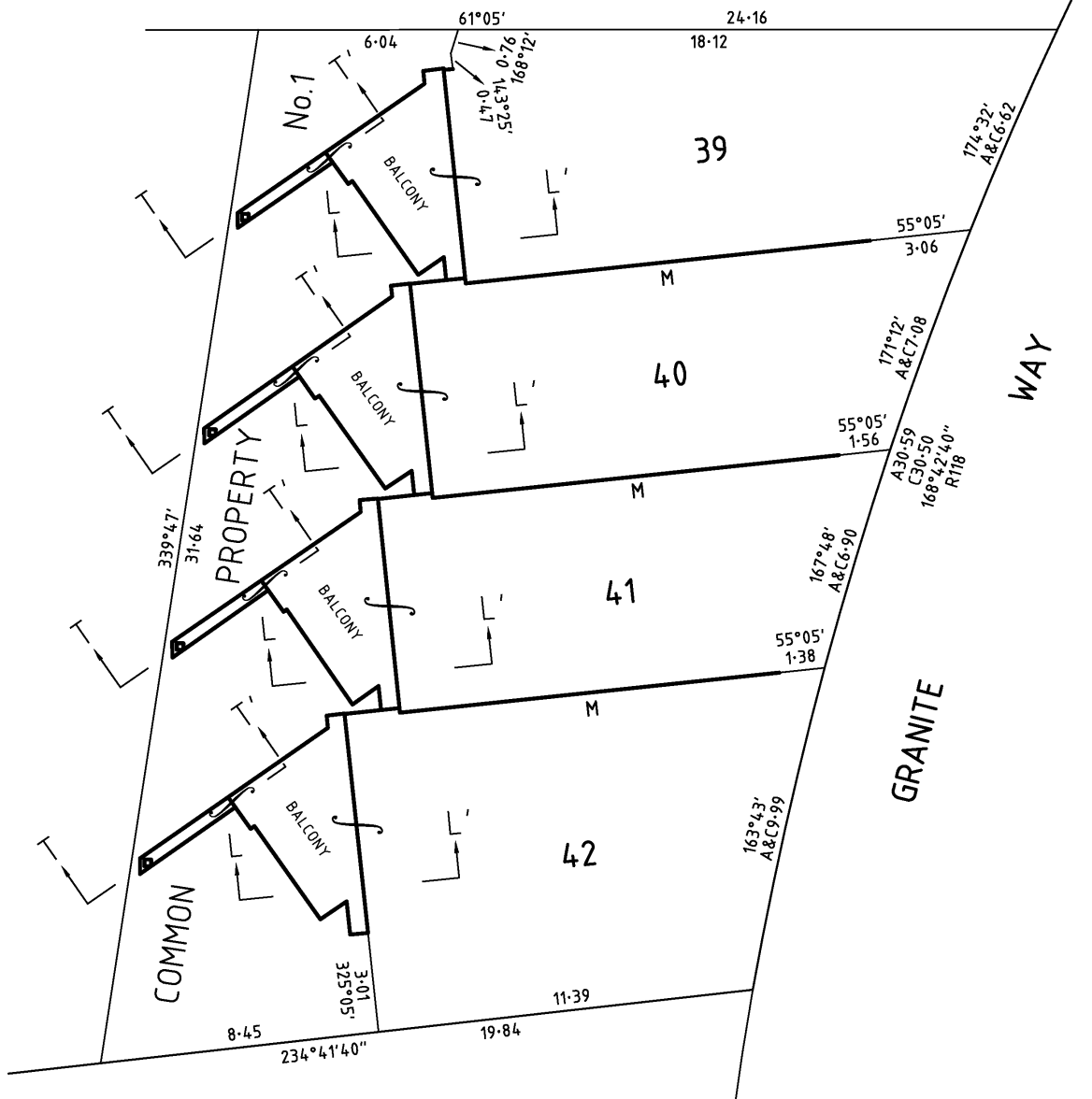
NOTES: LOT 39 IS TYPICAL OF LOTS 39 - 42



TYPICAL CROSS SECTION T - T'
(NOT TO SCALE)

NOTES: LOT 39 IS TYPICAL OF LOTS 39 - 42

COMMON PROPERTY No.1
(BOARDWALK PLACE)



SCALE 1:150
1.5 0 1.5 3 4.5 6
LENGTHS ARE IN METRES



Hellier McFarland

Development Consultants Town Planners Land Surveyors
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Tel: 03 9532 9951 Fax: 03 9532 9941
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REF 9111N/9
VERSION G

LICENSED SURVEYOR:
Bruce G Tallon

ORIGINAL SHEET
SIZE: A3

SHEET 12



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS725191X

The land in PS725191X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 42.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

THE KNIGHT LEVEL 1 204 BALACLAVA ROAD CAULFIELD NORTH VIC 3161

AX151805P 15/08/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AQ352398Q 17/10/2017

Additional Owners Corporation Information:

OC034349P 10/04/2017

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	266	266
Lot 2	261	261
Lot 3	254	254
Lot 4	257	257
Lot 5	257	257
Lot 6	257	257



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/07/2024 02:33:58 PM

**OWNERS CORPORATION 1
PLAN NO. PS725191X**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	257	257
Lot 8	257	257
Lot 9	257	257
Lot 10	257	257
Lot 11	257	257
Lot 12	256	256
Lot 13	240	240
Lot 14	240	240
Lot 15	240	240
Lot 16	242	242
Lot 17	229	229
Lot 18	229	229
Lot 19	229	229
Lot 20	229	229
Lot 21	229	229
Lot 22	265	265
Lot 23	265	265
Lot 24	265	265
Lot 25	260	260
Lot 26	220	220
Lot 27	220	220
Lot 28	220	220
Lot 29	220	220
Lot 30	220	220
Lot 31	220	220
Lot 32	220	220
Lot 33	220	220
Lot 34	220	220
Lot 35	220	220



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS725191X**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	220	220
Lot 37	220	220
Lot 38	220	220
Lot 39	220	220
Lot 40	220	220
Lot 41	220	220
Lot 42	225	225
Total	10000.00	10000.00

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

Statement End.



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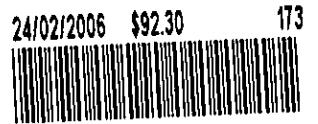
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9 TITLES



Form 13

AE205222J



Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:5140224 Customer Code: 1167E

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

Land: Volume 8945 Folio 365, Volume 8391 Folio 085, Volume 8082 Folio 506, Volume 8358 Folio 857, Volume 9358 Folio 431, Volume 7742 Folio 002, Volume 8574 Folio 936, Volume 6053 Folio 510 and Volume 10087 Folio 736
Volume 10685 Folio 026, Volume 8574 Folio 936, Volume 8082 Folio 506, Volume 8358 Folio 857 and Volume 8391 Folio 085

Authority: Moonee Valley City Council of Civic Centre, 9 Kellaway Avenue, Moonee Ponds

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

Name of officer: GEORGE BORG

Office held: MANAGER STATUTORY PLANNING

Date: 28/11/05

[5140224: 4372341v1]

[Handwritten mark]

24 FEB 2006

CLAYTON UTZ

Section 173 Agreement (Design Controls)

VicUrban

Owner

Moonee Valley City Council
Council

Subject Land: Former Niddrie Quarry

AE205222J

24/02/2006 \$92.30 173



If you have any questions about the details of this document
please contact Don Mazzone on + 61 3 9286 6000

Clayton Utz Lawyers
Level 18 333 Collins Street Melbourne VIC 3000 Australia
DX 38451 333 Collins VIC
T + 61 3 9286 6000 F + 61 3 9629 8488

www.claytonutz.com

Our reference 14709/80022695

Contents

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2	Agreement under section 173 of the Act	3
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Date 28 November 2005

Parties

Moonee Valley City Council of Civic Centre, 9 Kellaway Avenue, Moonee Ponds Victoria 3039 (**Council**)

VicUrban of Level 11, Melbourne Central, 360 Elizabeth Street, Melbourne Victoria 3000 (**Owner**)

Background

- A The Owner is registered as the proprietor of the Land.
 - B The Council is the Responsible Authority pursuant to the Act for the Scheme under section 96N of the Act.
 - C The Minister for Planning issued the Permit under the Scheme.
 - D The Permit, amongst other things, required the Owner to enter into this Agreement.
 - E The Land is not encumbered by any mortgage.
 - F The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.
-

Agreed terms

1 Definitions and interpretation

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

Act means the Planning and Environment Act 1987.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

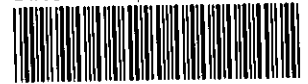
Business Day means Monday to Friday excluding public holidays in Victoria.

Master Plan means the master plan referred to in condition 1 of the Permit.

Owner means the person or persons from time to time registered or entitled to be registered as the proprietor of an estate in fee simple in the Land or any part of it.

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Permit means Planning Permit No MV/14304/2001 issued by the Minister for Planning dated 6 April 2002 and amended 24 October 2002 and 28 January 2005.

Residential Lot means any lot on a plan of subdivision of the Land under the Subdivision Act 1988 which is shown on the Master Plan as being a lot for single dwelling development.

Responsible Authority means the Council.

Scheme means the Moonee Valley Planning Scheme.

Land means the land described in certificates of title volume 8945 folio 365, volume 8391 folio 085, volume 8082 folio 506, volume 8358 folio 857, volume 9358 folio 431, volume 7742 folio 002, volume 8574 folio 936, volume 6053 folio 510 and volume 10087 folio 736 known as the former Niddrie Quarry.

Termination Date means the date upon which this Agreement ends in accordance with Section 177 of the Act, namely on the date upon which the Owner has fully complied with its obligations as specified in this Agreement as evidenced by a letter from Council confirming that all of the obligations in the Agreement have been complied with.

Urban Design Guidelines means any urban design guidelines prepared by VicUrban in relation to the Land and endorsed by VicUrban as the Urban Design Guidelines for the purpose of this Agreement.

1.2 Interpretation

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

- (a) undefined terms or words have the meanings given to them in the Act or the Scheme;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes the other gender;
- (d) a reference to a person includes a reference to a firm, corporation or other corporate body;
- (e) if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- (f) a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- (g) a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- (h) where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
- (i) all headings are for ease of reference only and do not affect the interpretation of this Agreement;

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(j) the recitals to this Agreement form part of this Agreement.

2 Agreement under section 173 of the Act

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

3 Effect of Agreement

- 3.1 This Agreement is effective from the date of this Agreement.
- 3.2 The Owner's use and development of the Land is subject to the conditions and obligations set out in this Agreement
- 3.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the Land to bind the Owner and each successor, assign or transferee of the Owner including the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land.

4 Owner's Warranties

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

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

5 Successors in Title

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

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

6 Covenants of Owner

- 6.1 The Owner covenants that:
 - (a) the Owner of a Residential Lot must comply with the Urban Design Guidelines;

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- (b) VicUrban or its successor in law will be responsible for the administration and enforcement of the Urban Design Guidelines in relation to a Residential Lot until 90% of such Residential Lots proposed for the Land are developed with housing;
- (c) in relation to any Residential Lot which is designated on the Master Plan as a lot upon which only one single dwelling development will be constructed VicUrban or its successor in law must impose a covenant or create a restriction on the plan of subdivision that not more than one dwelling will be constructed on that lot ;
- (d) VicUrban or its successor in law must impose a covenant or create a restriction on the plan of subdivision on all lots on the plan of subdivision of the Land that all roofed areas of the proposed buildings must be coloured in non-reflective muted tones or constructed of suitable materials that absorb the light rather than creating unnecessary glare.

6.2 Notice

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Land.

6.3 Compliance

The Owner covenants to:

- (a) comply with the requirements of all statutory authorities in relation to the development of the Land;
- (b) comply with all statutes, regulations, local laws and planning controls in relation to the Land; and
- (c) take all necessary steps to comply with the obligations of each clause in this Agreement.

6.4 Registration

The Owner covenants to:

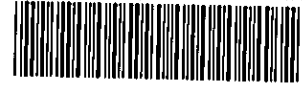
- (a) consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act; and
- (b) do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.

6.5 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Land.

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6.6 Council's Costs to be Paid

The Owner covenants to pay immediately on demand to the Council the Council's reasonable costs and expenses (including legal expenses) incidental to the enforcement of this Agreement.

6.7 Non-Compliance

If the Owner has not complied with this Agreement within 14 days after service of a notice by the Council specifying any non-compliance, the Owner covenants:

- (a) to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- (b) to pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the non-compliance.

7 General

7.1 Further Assurance

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

7.2 No Waiver

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

7.3 Severability

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

7.4 No Fettering of Council's Powers

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

8 Ending of Agreement

- (a) This Agreement ends on the Termination Date as evidenced by a letter from Council confirming that all of the obligations in the Agreement have been complied with.
- (b) As soon as reasonably practicable after the Termination Date, the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

9 Notices

9.1 Service of Notice

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

- (a) personally on the party; or
- (b) by sending it by pre-paid post, addressed to that party at that party's address specified in this document or subsequently notified to each party as that party's address for service; or
- (c) by facsimile to the person's number for service specified in this document or subsequently notified to each party.

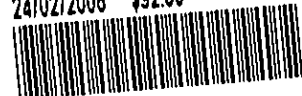
9.2 Time of Service

A notice or other communication is deemed served:

- (a) if served personally, upon service;
- (b) if posted within Australia to an Australian address, 2 business days after posting and in any other case, 7 business days after posting;
- (c) if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; or
- (d) if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

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Executed as an agreement.

The common seal of Moonee Valley City Council was hereto affixed on the 25TH NOV 2005 with the authority of Council



Lynia Kouzani
Councillor

[Signature]
Chief Executive

The Official Seal of VicUrban is affixed in accordance with the Victorian Urban Development Authority Act 2003 in the presence of:



[Signature]

[Signature]

John Tabart
Name & Title (print) CEO

SHARON MICHAEL
Name & Title (print) SECRETARY

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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1051794

APPLICANT'S NAME & ADDRESS

ANNA RICHARDS C/- LANDATA
DOCKLANDS

VENDOR

FORMOSA, SHANNON

PURCHASER

KNOWN, NOT

REFERENCE

BOARDWALK

This certificate is issued for:

LOT 32 PLAN PS725191 ALSO KNOWN AS 32 BOARDWALK PLACE KEILOR EAST
MOONEE VALLEY CITY

The land is covered by the:

MOONEE VALLEY PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 2

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

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

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

23 July 2024

Sonya Kilkenny
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.

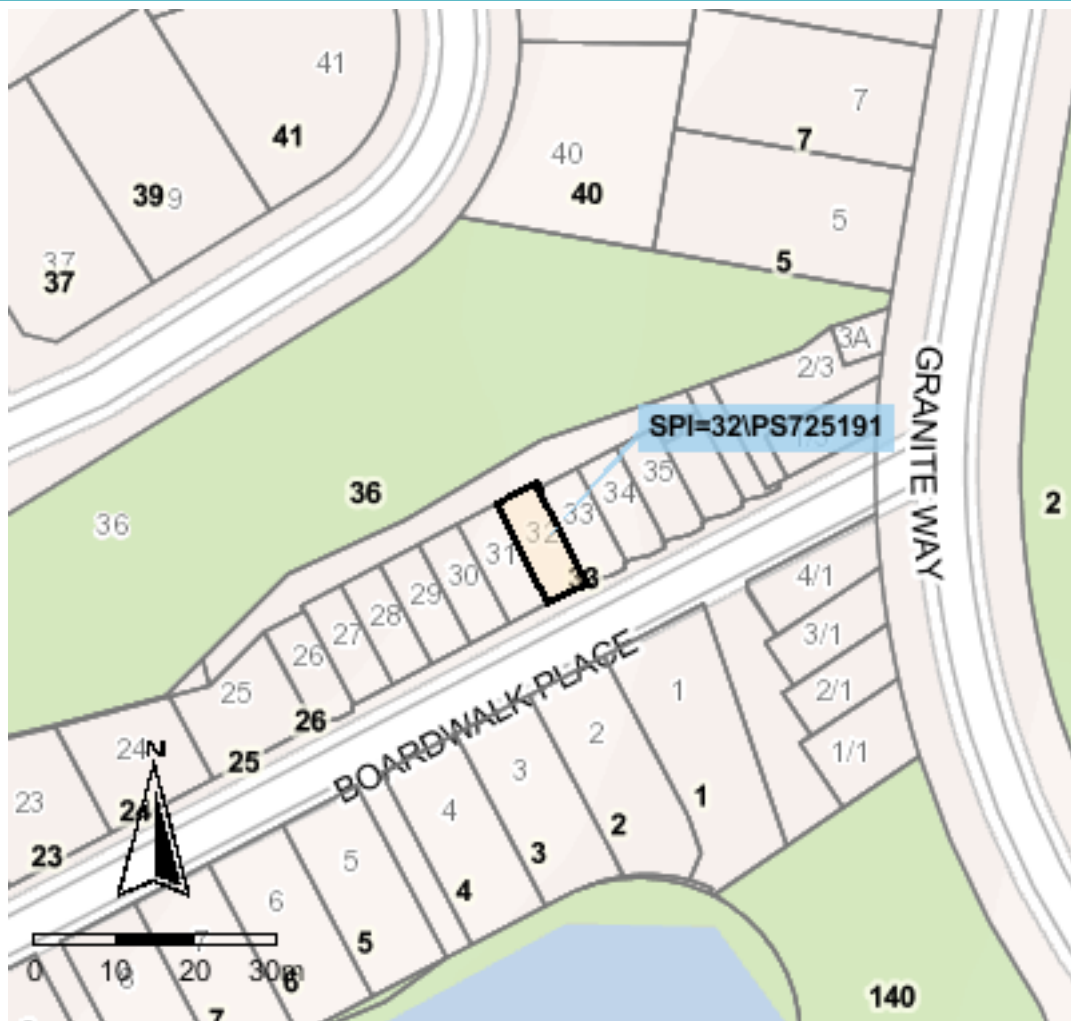
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

From www.planning.vic.gov.au at 06 August 2024 05:38 PM

PROPERTY DETAILS

Address: **32 BOARDWALK PLACE KEILOR EAST 3033**
Lot and Plan Number: **Lot 32 PS725191**
Standard Parcel Identifier (SPI): **32\PS725191**
Local Government Area (Council): **MOONEE VALLEY**
Council Property Number: **242588**
Planning Scheme: **Moonee Valley**
Directory Reference: **Melway 15 H11**

www.mvcc.vic.gov.au

[Planning Scheme - Moonee Valley](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **NIDDRIE**

OTHER

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

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(R1Z\)](#)

[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(R1Z\)](#)



R1Z - Residential 1

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

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)

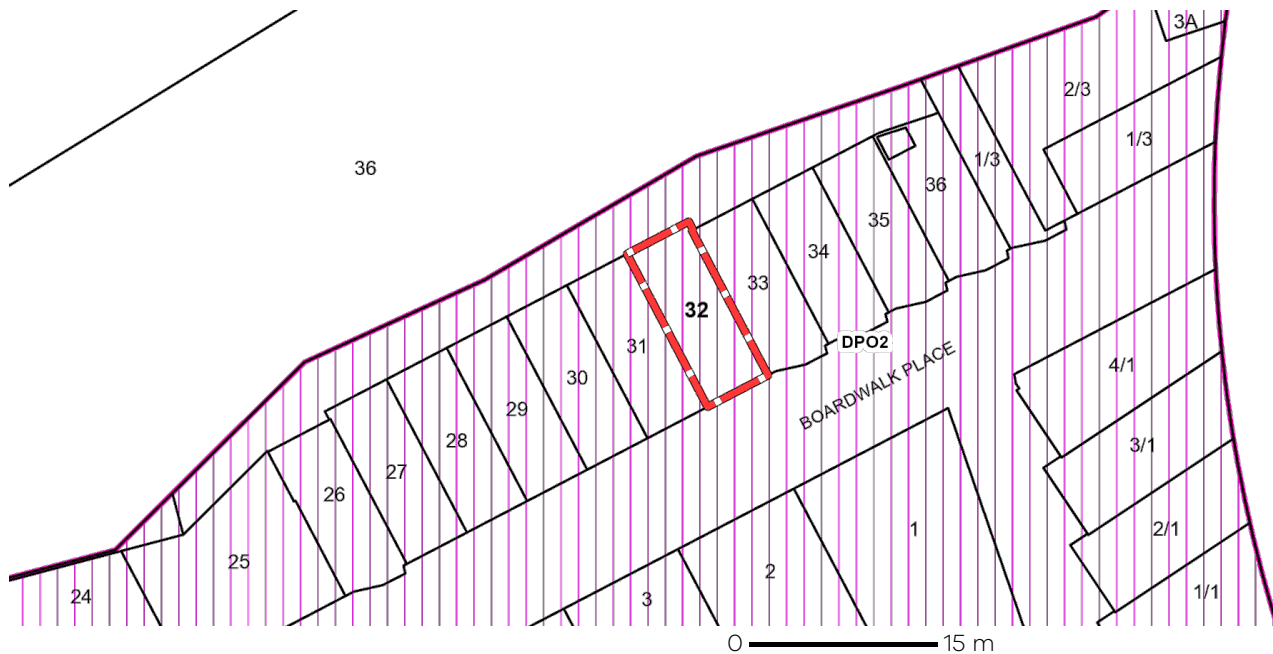


DCPO - Development Contributions Plan Overlay

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

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 2 \(DPO2\)](#)



DPO - Development Plan Overlay

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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 2 August 2024.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Contact name: Lauren Nicolo
Telephone 9243 8888
Your ref: 73631362-022-1:103476

24 July 2024

LANDATA BY WEBSERVICE GATEWAY
PO Box 500
EAST MELBOURNE VIC 8002

Dear Sir/Madam

32 Boardwalk Place, KEILOR EAST VIC 3033

In reply to your request please be advised of the following information relating to the above address:

- Particulars of Building Permits granted under the *Building Act 1993* within the past 10 years in relation to the subject land are as follows:

Issue Date	Permit Number	Nature of Construction
15/07/2016	42048/2016	Construction of 11 attached dwellings and garages

- Council records indicate that an Occupancy Permit has been issued for permit number 42048/2016.
- Council records indicate that there are no current statements issued under regulation 64(1) or exemption granted under regulation 231(2) of the Building Regulations 2018 that affect this property.
- Council records indicate that there are no outstanding orders, notices issued by the relevant building surveyor under the *Building Act 1993*.
- An inspection of the property which would reveal any building work constructed without a Building Permit has not been carried out. It is recommended that prospective buyers arrange for a building professional to inspect and report on the building.

Please note the following regulatory information which may apply to the subject property:

Building Work by Owner-Builders

An owner builder to which the provisions Part 9 of the *Building Act 1993* apply must not enter into a contract to sell the building unless an inspection report from a prescribed practitioner is obtained within 6 months of the date of the contract and the report is disclosed to the purchaser. The vendor must also be covered by the required insurance (if any) and in the case of a home, the contract sets out the warranties of Section 137C of the *Building Act 1993*.

Safety of existing Swimming Pools / Spas

The Building Regulations 2018 require ALL properties containing a swimming pool or spa and capable of containing a depth of water exceeding 300mm to be provided with suitable barriers to restrict children under the age of 5 years from gaining access. The regulations also require all existing gates and doors leading to a swimming pool or spa to be self-closing and self-latching with opening mechanisms located not less than 1.5 metres above the ground level or the internal floor level (as the case may be) measured from the approach side. In addition, the building regulations require the occupier of an allotment containing a swimming pool or spa to take all reasonable steps to ensure the existing safety barriers are maintained and operating effectively at all times.

A person who fails to comply with the above-mentioned requirements is guilty of an offence and liable to a penalty.

Self Contained Smoke Alarms in existing Dwellings, Apartments or Units

Self contained smoke alarms complying with AS 3786-1993 must be installed in each dwelling, apartment or unit in appropriate locations on or near the ceiling of every storey and outside each bedroom and in the hallways serving the bedrooms. A person who fails to comply with this requirement is guilty of an offence and liable to an on-the-spot fine.

Hardwired Smoke Alarms or Detection Systems in Residential Accommodation Buildings

Building Regulations 2018 requires that hardwired smoke alarms or a smoke detection system be installed in all Class 1b, 3 & 9a buildings. This includes Boarding Houses, Guest Houses, Hostels, Lodging-Houses, Backpackers Accommodations, Hotels, Motels, Residential parts of a School, Accommodation for the aged / children / people with disabilities, Health Care Buildings and a Detention Centre. An owner of an above-mentioned building who fails to comply with this requirement is guilty of an offence.

Occupancy Permit

An owner of a Class 1b, 2, 3, 5, 6, 7, 8 or 9 building or an owner of a place of public entertainment must take all reasonable steps to ensure that a copy of any current Occupancy Permit in respect of that building or place is displayed and kept displayed at an approved location within the building or place. This does not apply to a typical residential house.

Fire Safety Equipment and Essential Safety Measures

Buildings constructed before 1 July 1994

An owner of a Class 1b, 2, 3, 5, 6, 7, 8, 9 building and a place of public entertainment constructed before 1 July 1994 must ensure that any essential safety measure is maintained in a state which enable the essential safety measure to fulfil its purpose and must not be removed from its approved location.

An owner of a Class 1b, 2, 3, 5, 6, 7, 8, 9 building and a place of public entertainment constructed before 1 July 1994 must also ensure that an 'annual essential safety measures report' is prepared in accordance with regulation 224 in respect of any essential safety measure required to be provided in relation to that building or place under the *Building Act 1993* or the Building Regulations 2018 or any corresponding previous Act or regulations:-

- (a) within 28 days before 13 June 2018; and
- (b) each anniversary of that date.

Buildings constructed after 1 July 1994

An owner of a Class 1b, 2, 3, 4, 5, 6, 7, 8, 9 building and a place of public entertainment constructed after 1 July 1994 must ensure that any essential safety measure is maintained to fulfil its purpose in accordance with the conditions of the relevant Occupancy Permit or the determination of the relevant building surveyor.

An owner of a Class 1b, 2, 3, 4, 5, 6, 7, 8, 9 building and a place of public entertainment constructed after 1 July 1994 must also ensure that an annual essential safety measures report is prepared in accordance with Regulation 224 before each anniversary of the relevant anniversary date.

Fire Sprinklers in Residential Care Buildings

Residential Care Buildings must have a fire sprinkler system complying with AS 2118.4 - 2012 (Automatic fire sprinkler systems) installed within the building. In addition, if the sprinkler system has more than 100 heads (outlets) or the building accommodates more than 32 residents, the sprinkler system must be connected to a fire station or other approved monitoring service.

Residential Care Buildings include any building which is a place of residence for persons who need physical assistance in conducting their daily activities and to evacuate the building during an emergency (including any supported residential service, hostel, or nursing home (as defined in the *Health Services Act 1988*) but does NOT include:

- (i) a hospital; or
- (ii) a dwelling in which two or more members of the same family and not more than two other persons would ordinarily be resident; or
- (iii) a place of residence where less than 10% of residents need physical assistance in conducting their daily activities and to evacuate the building during an emergency.

A person who fails to comply with the above-mentioned requirements is guilty of an offence and liable to a penalty.

Fire Sprinklers in Class 3 Buildings (Shared accommodation)

Regulation 147 of the Building Regulations 2018 requires that an automatic fire sprinkler system be installed in all Class 3 buildings. This includes a Boarding Houses, Guest Houses, Hostels, Lodging-Houses, Backpackers Accommodation, Hotels, Residential parts of a School, Accommodation for the aged / children / people with disabilities, a residential part of a Health Care Building and a Detention Centre. There are certain exceptions depending on the construction of the building and whether it meets regulation 147(5) of the Building Regulations 2018.

Yours sincerely



John Mammola
COORDINATOR BUILDING SERVICES

Date: 25-Jul-2024

Your Ref: 73631362-020-7:103477

LANDATA BY WEBSERVICE GATEWAY
PO Box 500
EAST MELBOURNE VIC 8002

Re: Land Information Certificate (Section 229 LGA 1989)
Certificate No. 119621

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under *The Local Government Act, 1958, Local Government Act 1989*, or under a Local Law or By Law of the Council. **NB: This Certificate is valid for a period of 90 days from the date of issue.** This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Assessment No. 286077-3 Parish of Doutta Galla

Property Situated: 32 Boardwalk Place, KEILOR EAST VIC 3033
AVPCC: 120 Single Strata Unit/Villa Unit/Townhouse

Operation date of valuation is 01-Jul-2024 based on level of value as at 01-Jan-2024.

SITE VALUE: \$200,000 CIV: \$750,000 NAV: \$37,500

For Rates and Charges please see table on the following page.

RATES & CHARGES LEVIED FOR THE 2024/2025 FINANCIAL YEAR

Certificate Number. **119621**

<p>Rates are levied on the Capital Improved Value (CIV) at either 0.00177768 cents in the dollar on Residential assessments, OR 0.00218455 cents in the dollar on Non-Residential assessments for the rating period 1 July 2024 to 30 June 2025.</p> <p>Interest charges may be applied on late instalment payments for the amount of the unpaid instalment from the due date of the instalment. Payment in full in February is no longer a Council payment option.</p> <p>In accordance with Section 175(1) of the <i>Local Government Act 1989</i>, the purchaser must pay all arrears, interest and legal costs upon settlement.</p> <p>General Notation:</p>	<p><u>BALANCE OUTSTANDING</u></p> <p>General Rates/Municipal Charge 1,499.60</p> <p>Fire Service Property Levy 197.25</p> <p>Waste Service Charge 415.50</p> <p>Arrears of Rates & Charges: 1,576.20</p> <p>Interest on Rates to Date: Arrears – 0.00 Current 0.00</p> <p>Legal Costs: Current 0.00 Arrears 0.00</p> <p>Property Related Debts: 0.00 Property Special Rate/Charge 0.00</p> <p>Less Payments Received -1,451.00</p> <p>Amount Refunded 0.00</p> <p>Less Rebates 0.00</p> <p>TOTAL RATES & CHARGES DUE: <u>\$2,237.55</u></p>
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Assessment No. 286077-3

Property Situated : 32 Boardwalk Place, KEILOR EAST VIC 3033

Payment Options:



Billers Code: 93658
Ref: 2860773



Mail Cheques to:
Moonee Valley City Council
PO Box 126
Moonee Ponds VIC 3039

Be open | Know your impact | Make it count

Moonee Valley City Council 9 Kellaway Avenue Moonee Ponds
PO Box 126 Moonee Ponds Victoria Australia 3039 | 03 9243 8888 | council@mvcc.vic.gov.au

SPECIAL CIRCUMSTANCES:

PARKING PERMITS

- **The property may or may not be eligible for parking permits under the current Municipal Parking Policy. Please contact Council's Citizen Services unit on 9243 8888 for further information.**

POTENTIAL LIABILITY/SUBDIVISIONAL REQUIREMENT/OTHER INFORMATION

- Potential liability for rates under the *Cultural & Recreational Lands Act 1963* - **NOT APPLICABLE**
- Potential liability for land to become rateable under Section 173 or 174A of the *Local Government Act 1989* - **NOT APPLICABLE**
- Any outstanding amount or any transfer of land required for recreational purposes under Section 18 of the *Subdivision Act 1988* or *Local Government Act 1958* - **NOT APPLICABLE**
- Any notice or orders under *Local Government Act 1958* or *1989*, or Local Law or By Law - **NOT APPLICABLE**

Please note:

1. After the issue of this Certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Verbal confirmation of any variation to amount will only be given for a period of 90 days after date of issue. For settlement purposes after 90 days, a new Certificate must be applied for.
2. In accordance with Section 175(1) Local Government Act 1989, the purchaser must pay any current rate or charges on the land and any arrears of rates and charges (including interest) which are due and payable.
3. Interest will continue to accrue at the rate fixed under Section 2 of the *Penalty Interest Act 1983* until such time as payment of outstanding rates and charges is made.
4. Balances shown subject to clearance of payments.

For further information, please contact Citizen Services on 9243 8888.

I hereby certify that as at the date of this Certificate, the information is true and correct for the property described in this certificate.

Yours sincerely



Rocky Iannello
Coordinator Revenue



LANDATA
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

73631362-032-0

Date of Issue 9 August 2024

Total amount

\$865.16

Total amount to end of June 2025 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all Tariffs, Charges and Penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes Tariffs and Charges, (other than for water yet to be consumed), which are due and payable to the date as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.

Requested address 32 BOARDWALK PLACE, KEILOR EAST VIC 3033

Property number 2706450000

Title(s) 32/PS725191

Comments

Payment options

Greater Western Water ABN 70 066 902 467



BPAY

Billers code: **8789**

Ref: **07730400001**

Go to **bpay.com.au**

Annual Charges

	Annual charge	Frequency	Date billed-to	Outstanding amount unbilled
Residential Water Service Charge	\$220.28	Quarterly	N/A	\$220.28
Residential Sewer Service Charge	\$287.07	Quarterly	N/A	\$287.07
Parks Fee	\$87.19	Quarterly	N/A	\$87.19
Drainage Fee	\$122.09	Quarterly	N/A	\$122.09
Total annual charges	\$716.63			
			Unbill network charges to 30/6/2025	\$716.63
			Network charges to 30/06/2024	\$148.53
			Total Charges	\$865.16

Volumetric Charges billed to 30/04/2024
Estimated Volumetric Charges Residential - Average daily cost \$0.00

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

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.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

General Information

If a final meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date to the final meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website <https://www.gww.com.au/accounts-billing/moving/informationstatements> prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement. Updates of charges will only be provided for up to 90 days from the date of this statement.

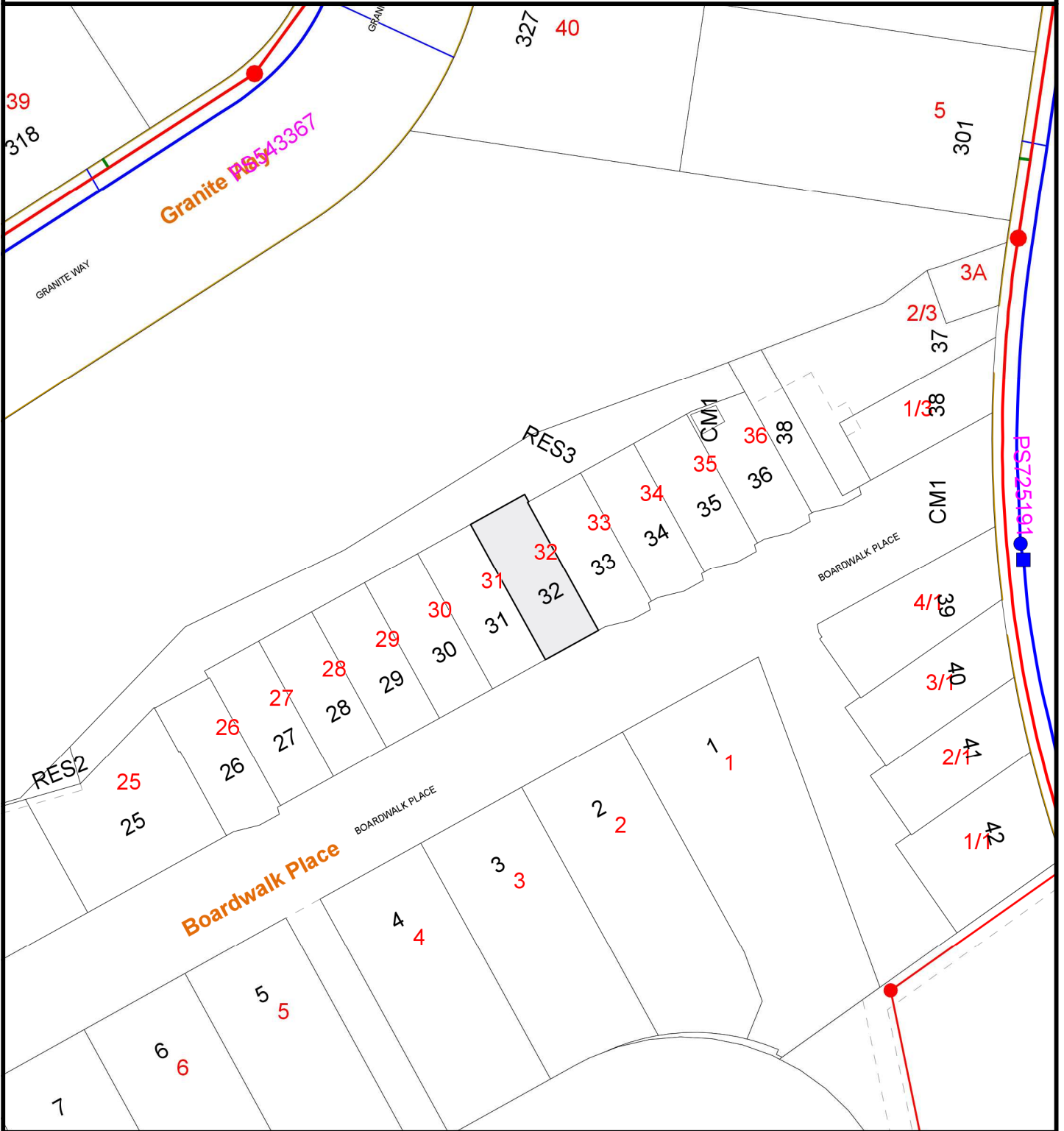
Authorised Officer,



Rohan Charrett
General Manager, Customer Experience

INFORMATION STATEMENT PLOT

Address : **32 BOARDWALK PLACE KEILOR EAST VIC 3033**
 Reference : **PID000546072**



Scale 1:500
 Printed on : 09/08/2024

Water Main DOES NOT traverse property
 Sewer Main DOES NOT traverse property



- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water
 36 Macedon St,
 Sunbury
 Locked Bag 350
 Sunshine
 VIC 3020
 Ph: 134 499
www.gww.com.au

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

**SUBJECT: OWNERS CORPORATION CERTIFICATE
- IMPORTANT INFORMATION FOR VENDORS & PURCHASERS**

Dear Sir/Madam,

As per your request, please find attached the following:

- Paid Tax Invoice
- Owners Corporation Certificate
- OC Certificate Attachments including Insurance Certificate

Please note that the Owners Corporation Certificate is only valid on the date of issue.

If, for property settlement purposes, you require an update on the status of the levies, this will be provided free of charge; if requested within three months from the date of issue of the Owners Corporation Certificate and the settlement date occurs within this period.

Note:

- 1) All Owners Corporation levy status requests must be emailed to: occ@theknight.com.au
- 2) Any other updates on the Owners Corporation Certificate will require the provision of a new Owners Corporation Certificate and the relevant fee will apply.

In accordance with Section 134 of the Owners Corporations Act 2006, details of the Purchaser's name and address must be advised to the Owners Corporation within one month of the completion of the contract (settlement date). The receipt of a Notice of Acquisition and/or Notice of Disposition within the prescribed time will fulfil this requirement and may be emailed to: ownerupdates@theknight.com.au

Additionally, in the event the Purchaser resides overseas, as per Section 135 of the Owners Corporations Act 2006, the Owners Corporation must be advised of the Purchaser's mailing address in Australia for service of notices.

To assist us in effectively communicating with the Purchaser, your assistance in providing the Purchaser's contact numbers and email address on the Notice of Disposition/Acquisition would be greatly appreciated.

If you require further information, please do not hesitate to contact the office.

Yours faithfully,
THE KNIGHT

TAX INVOICE

DYMOND COWAN P/L
ABN 20 007 112 816

T/A THE KNIGHT

P: 03 9509 3144
E: theknight@theknight.com.au
P.O. Box 678
MALVERN VIC 3144
www.theknight.com.au

Date: 30/07/2024

Invoice No. 24574

Our ref: 725191X/32

Your ref:

Conveyancing West Vic
5/29 Rockbank Road
ARDEER VIC 3022
AUSTRALIA

<i>Date</i>	<i>Details</i>	<i>No. Items</i>	<i>Amount \$</i>	<i>GST \$</i>	<i>Total \$</i>
30/07/2024	Certificate in 6-10 business days	1	\$157.42	\$15.74	\$173.16
	Invoice Totals		\$157.42	\$15.74	\$173.16

Paid in full to THE KNIGHT

Plan Number: 725191X

Lot Number: 32


PAYMENT INSTRUCTIONS FOR SETTLEMENT FUNDS






For all settlement payments relating to the transfer of the Lot, please use the payment details below to deposit settlement funds.

Please note the payment reference numbers are Lot specific.

Prior to payment, please ensure you obtain an update to ensure the amounts are correct at settlement.

Payment Options

	BPay
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: http://www.bpay.com.au	
Bill Code: 96503	
Reference Number: 2111 8501 2103 0445 5	

	Macquarie DEFT
To pay by DEFT go https://www.deft.com.au and use the following reference number	
Reference Number: 2111 8501 2103 0445 5	
*Register at deft.com.au or by calling 1800 672 162.	
   	
Pay by credit card or registered bank account at https://www.deft.com.au or phone 1300 30 10 90. Payments by credit card may attract a surcharge.	

	Aust Post Billpay
Please present page intact at any post office. Payments may be made by cash (up to \$9,999.99), Cheque or EFTPOS.	
	
*496 211185012 10304455	

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Vendor: S C Formosa

This certificate is issued for Lot 32 on Plan Number 725191X the postal address of which is:

32 Boardwalk Place KEILOR EAST 3033 VIC

The current fees for Lot 32 are:

Period Start	Period End	Date Issued	Date Due	Amt. GST \$	Total Amt. \$
Operating Levy					
01/07/2024	30/09/2024	24/06/2024	29/07/2024	0.00	303.57
01/10/2024	31/12/2024	Not Issued	29/10/2024	0.00	303.57
01/01/2025	31/03/2025	Not Issued	29/01/2025	0.00	303.57
01/04/2025	30/06/2025	Not Issued	29/04/2025	0.00	303.57

The current fees have been levied up until the:

30/09/2024

Unpaid fees including interest, special levy & maintenance plan if applicable now total:

(\$249.58) in credit

The following special fees or levies have been struck and are due and payable on the dates indicated:

Date Levy Struck	Levy	Amount Levied \$	Amount Outstanding \$
nil	nil	nil	nil

The Owners Corporation has performed or is about to perform the following repairs, maintenance or other work which may incur additional charges to those set out above:

Penalty interest applies at this property.
At the time of the AGM or any other formal meetings, the Owners Corporation may approve increases in levies that will be backdated to the commencement of the financial year.

NB: A purchaser is advised to take note of the state of repairs & maintenance of the property & common property they are proposing to buy.

The Owners Corporation presently has the following insurance cover:

Name of Company	CHU Underwriting Agencies Pty Ltd
Policy Type	Residential Strata
Policy Number	HU0033697
Notes	Refer to attached Policy for details
Refer to Policy	Refer to attached Policy for details

Statement of financial position:

Net Equity (Funds) approved at last AGM as at 30/06/2023: \$88,397

The Owners Corporation has the following liabilities and contingent liabilities in addition to the liabilities specified above:

Other than a possible deficit levy which may be raised to cover period shortfalls.

The Owners Corporation is party to the following contracts, leases, licences or special privileges or agreements affecting the common property:

Contracts, Leases, Licences:
Access Licence Agreement - Owner of Lot 36
Foxtel Installation Agreement - Foxtel Management Pty Limited
Owners Corporation Management - The Knight
Storm Water Treatment Plant Agreement - AKS Industries
Common Property Gardening/Landscaping – Jet Property Maintenance and Landscaping

The Owners Corporation has not made any agreement to provide services to members, occupiers or the public except as follows:

Nil to my knowledge.

Details of Notices and/or Orders served on the Owners Corporation in the last 12 months as follows:

As at this date there are no notices or orders.

The Owners Corporation is not party to any proceedings or aware of any circumstances which may give rise to proceedings except:

The Owners Corporation may consider to bring legal proceedings against the builder for common property defects. Please contact Owners Corporation Manager if further information is required.

In the event that it may need to recover outstanding levies which may from time to time occur.

No proposal has been made for the appointment of an administrator except as follows:

Nil to my knowledge.

The Owners Corporation has appointed a Manager.

Name of Manager: The Knight

Address of Manager: Level 1, 204 Balaclava Road CAULFIELD NORTH VIC 3161

Postal Address: P.O. Box 678 MALVERN VIC 3144

Additional Information:

Insurance Excess: Refer to policy for full details. Insurance Excess is payable by the claimant.

Waste & Recycling Bins

Please be advised the Owner/Resident is to contact Moonee Valley City Council on 03 9243 8888 to arrange delivery of waste and recycling bins for their respective Lot.

Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.

An Annual General Meeting was scheduled to be held on 09-07-2024. However due to the Knight being terminated as Owners Corporation manager, the AGM has been postponed. Binks and Associated have been appointed as the New Owners Corporation manager. The last day of the Knight management is 25th July 2024 and books and records will be handed over to Binks & Associated by 22nd August 2024.



Signature of Registered Manager

Dated: 30th, July 2024

Full name: Joe Latt On Behalf of Owners Corporation Plan (VIC) (Tier 3) 725191X

c/- The Knight

Address: P.O. Box 678 MALVERN 3144

Ph: 9509 3144

Email: theknight@theknight.com.au

Web: www.theknight.com.au

Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

Attachments:

1. Statement of Advice
2. Rules - In compliance with the Act, both Model Rules and Additional Rules are attached. Please note Owners Corporation Act 2006 Part 8 Section 139 (3)
3. AGM Minutes

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an Owners Corporation?

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an Owners Corporation.

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION
OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS
CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

Owners Details and Change of Address Form
Section.134 Owners Corporation Act 2006.

Owners Corporation No 725191X
32 Boardwalk Place KEILOR EAST 3033 VIC
Lot Number: 32

Owner Details

Full Name of owner/s: _____

Address of owners/s: _____

Email Address: _____

Owner Telephone Details:

AH: _____ BH: _____ Mob: _____ Fax: _____

Agent Details:

Agent Name: _____

Agent Address: _____

Agent Email Address: _____

Agent Telephone Details:

AH: _____ BH: _____ Mob: _____ Fax: _____

Address for Accounts, Notices, etc:

At The Knight we are environmentally friendly, and you can help us save the environment by choosing to receive your invoices and correspondence via e-mail (please note, we can only send invoices by post OR e-mail, not both ways)

Accounts to: Owner or Agent (Please circle one)
Notices/Correspondence to: Owner or Agent (Please circle one)

Date: _____ Signature of Owner/s: _____

NB: The Knight newsletter is issued quarterly and will only be distributed by email.

Please return completed form to The Knight
Kindly Enclose **NOTICE OF ACQUISITION (NOA) / NOTICE OF DISPOSITION (NOD)** as proof of settlement.
Mail: PO Box 678, Malvern Vic 3144
Email: ownerupdates@theknight.com.au

Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.

Australian Addresses

As of 24th August 2011, **overseas owners are now required to provide an Australian address** for service of notices. I refer you to Section 135 of the Owners Corporation Act, which states:

*“(1) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address in **Australia** for service of notices and any changes to it as soon as possible.*

(2) If an address in Australia has not been nominated under subsection (1), service may be effected-

(a) By posting the notice to the last known address of the lot owner in Australia; or

(b) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate”

It is our suggestion that you arrange for notices to be received either by your Managing Agent or by a relative in Australia. You should then immediately advise us **in writing** of the updated address for service of notices. Please email ownerupdates@theknight.com.au. Please note, you may choose to receive all correspondence & levies notices via email.

Should we not receive notification from you within 28 days, which is your legal requirement, you will be at risk of having your address amended as per the above, which could lead to penalty interest and debts being incurred and legal action being commenced against you.

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No. 725191X

Granite Way KEILOR EAST VIC 3033

Minutes of the Annual General Meeting held via ZOOM

Meeting ID: 838 9722 9386 Passcode: 186843

on Wednesday, 12 October 2022

1. Commencement of Meeting

The meeting commenced at 5:00 PM. Mikaela Williams welcomed everyone in attendance to the meeting.

2. Registration

2.1 Lot Owners Present

Lot	Name	Lot	Name
4	Mrs. T Petrovski	14	Mr K, Mr S & Mrs N Giannoukas
28	M E George	42	Ms K Hetheron

2.2 Proxy Holders Present*

There were no Proxies present.

2.3 Quorum*

A quorum for the meeting was not achieved. As a quorum was not achieved all resolutions made at the meeting are interim resolutions.

Interim resolutions become resolutions of the Owners Corporation 29 days after the meeting subject to:

- the meeting minutes being forwarded to Lot owners within 14 days of the meeting
- no notice for a special general meeting to be held is given within 29 days of the meeting.

2.4 Apologies Received

There were no Apologies received.

2.5 In Attendance

Mikaela Williams, Owners Corporation Manager at The Knight

3. Meeting Preliminaries

3.1 Adoption of Meeting Rules*

Resolution: 'It was resolved that the meeting rules listed in the explanatory notes, that were circulated with the meeting documentation, be adopted.'

Moved By: Thelma Petrovski

Seconded By: Kathleen Hetheron

3.2 Appointment of Meeting Chairperson* (s79 of the Act)

Resolution: 'It was resolved that Mikaela Williams be appointed as Chairperson for the meeting.'

Moved By: Thelma Petrovski

Seconded By: Kathleen Hetherton

3.3 Tabling and Confirmation of the Minutes of the Previous General Meeting* (s71(2)(i) of the Act)

Resolution: 'It was resolved that minutes of the previous General Meeting held on 26/10/2021 be confirmed as a true and accurate record of that meeting.'

Moved By: Thelma Petrovski

Seconded By: Kathleen Hetherton

4. Reports

4.1 Presentation of the Owners Corporation Manager's Report (s126 of the Act)

Mikaela Williams on behalf of The Knight presented the Owners Corporation Manager's report to the meeting.

5. Financial Matters

5.1 Financial Statements for the Period* 01/07/2021 - 30/06/2022 (s34 of the Act)

It was noted that the financial statements for the period 01/07/2021 - 30/06/2022 had been approved by the Committee of Management prior to the meeting and therefore the statements were tabled and considered at the meeting.

Resolution: 'It was resolved that the financial statements for the period 01/07/2021 - 30/06/2022 be approved.'

Moved By: Thelma Petrovski

Seconded By: Monty George

5.2 Annual Budget and Levies for the Period* 01/07/2022 - 30/06/2023 (s23 of the Act)

Resolution: 'It was resolved that the annual budget and levies for the period 01/07/2022 - 30/06/2023, as circulated with the meeting documentation, be approved upon the amendment to remove the window cleaning budget item.'

Moved By: Kathleen Hetherton

Seconded By: Monty George

5.3 Annual Operating Levy

For the period 01/07/2022 30/06/2023 the approved levy is \$55,195.

Compared to the previous financial year the levy amount has decreased.

5.4 Maintenance Plan* (s36 of the Act)

It was noted that the Owners Corporation has not implemented an approved Maintenance Plan.

5.5 Lot Owners in Arrears

Resolution: 'It was resolved that the Owners Corporation (OC) initiate debt recovery proceedings against a Lot if fees or charges are owed to the OC 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the OC account of the relevant Lot and further that the OC Manager be authorised to take any action necessary to facilitate the recovery of the debt.'

Moved By: Monty George

Seconded By: Kathleen Hetherton

5.6 Charging of Penalty Interest

NB Owners Corporation Invoices are payable within 28 days from the 'Date of Notice' as displayed on the Fee Notice. Interest will be charged at the applicable interest rate from the 'Date of Notice' if payment of charges on the fee notice are not received by the due date.

Resolution: 'It was resolved that the Owners Corporation charge penalty interest on any amount payable by a Lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983 or other amount as included in the Owners Corporation Rules.'

Moved By: Kathleen Hetherton

Seconded By: Monty George

5.7 Recovery of Costs

Resolution: 'It was resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.'

Moved By: Monty George

Seconded By: Kathleen Hetherton

6. Insurance (s59 of the Act)

6.1 Insurance Policy Details*

The details of the insurance policy taken out by the Owners Corporation were circulated with the meeting notice.

6.2 Standing Direction Order for Future Insurance Renewals

Resolution: 'It was resolved that the Committee of Management make the determination on engaging an appropriate insurance company. Should however the Committee not make a decision at least 1 day prior to the renewal of the insurance, The Knight will renew the insurance with the insurer recommended by the broker or if there is no recommendation the existing insurance company.'

Moved By: Kathleen Hetherton

Seconded By: Thelma Petrovski

7. Committee of Management* (s100 of the Act)

7.1 Election of Committee

Resolution: 'It was resolved that the Owners Corporation elect the following named nominees onto the Committee of Management:

Thelma Petrovski

Monty George

Kathleen Hetherton.'

7.2 Committee of Management Meeting

No Committee of Management Meeting was required.

7.3 Election of Chairperson (s98 of the Act)

Resolution: 'It was resolved that Monty George be elected as the Chairperson of the Owners Corporation.'

Moved By: Thelma Petrovski

Seconded By: Kathleen Hetherton

7.4 Election of Secretary (s99 of the Act)

Resolution: 'It was resolved that The Knight be elected as the Secretary of the Owners Corporation.'

Moved By: Kathleen Hetherton

Seconded By: Thelma Petrovski

8. Governance

8.1 Use of Owners Corporation Common Seal (s18a of the Act)

Resolution: 'It has been resolved that the common seal is no longer required and can be destroyed.'

It is noted that there has not been a resolution to authorise the use of the Owners Corporation common seal since the last AGM.

Moved By: Monty George

Seconded By: Thelma Petrovski

9. General Business

9.1 Visitor Parking

It was advised that although the issue of inappropriate parking has improved, some residents continue to park in breach of the rules. Owners are reminded that parking in front of garages is against the rules of the Owners Corporation and this rule is for the safety of residents. Owners were reminded of the towing agreement in place. The agreement will be reviewed 12-monthly.

9.2 Insurance Claim – Legal Proceedings CHU v Builder

There was a discussion around legal action involving the Owners Corporation's insurance company, CHU against the property builder regarding a private property claim that was paid out by the insurer. It was discussed that an ordinary resolution is required by the Owners Corporation to allow the insurer to pursue legal action, as the claim was submitted and paid out under the Owners Corporation's insurance policy. CHU have confirmed responsibility for all costs involved in pursuit of legal action.

9.3 Concreting Repairs

The concreting repairs at the property were discussed. One quotation has been received. It was resolved that The Knight will provide contact details for two other contractors to the Committee to discuss the scope and obtain additional quotations.

10. Close of Meeting

The meeting closed at 6:04 PM.

10.1 Next Annual General Meeting

Resolution: 'It was resolved that the next Annual General Meeting will be held in October 2023.'



Mikaela Williams

Owners Corporation Manager

For and on behalf of Plan 725191X

T: (03) 9509 3144

E: Mikaela@theknight.com.au

Notification of making, amendment or revocation of owners corporation rules

AQ352398Q

Section 142 *Owners Corporation Act 2006*



Privacy collection statement

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

Lodged by	Kalus Kenny Intalex
Name	Amanda Sofo/Sarah Wickham
Phone	03 8825 4800
Address	Suite 3, Level 3, 299 Toorak Road, South Yarra
Reference	HK:AS:141003
Customer code	3875P
Owners corporation number	Owners Corporation No. 1
Plan number	PS725191X

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on

10/05/2017

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

04 OCTOBER 2017

Signature or seal of applicant, Australian Legal Practitioner under the *Legal Profession Act 2004* or agent.

Uniform Law (VIC)

The common seal of owners corporation number:

NO. 1

STEVEN APOSTOLOU
 Australian Legal Practitioner within the meaning of the *Legal Profession Uniform Law (Victoria)*.

Plan number:

PS725191X

KALUS KENNY INTELEX
 Suite 3, Level 3, Como Centre,
 Toorak Road South Yarra Vic 3141

was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

AQ352398Q

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Lot owner

Full name	
Address	

Lot owner

Full name	
Address	

For current information regarding owners corporation, please obtain an owners corporation search report

Land Victoria
570 Bourke Street
Melbourne VIC 3000
Telephone 03 8636 2010

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These Rules may not provide for a matter which is provided for in the Model Rules (Model Rules for an Owners Corporation – Regulation 8 – Schedule 2) prescribed from time to time pursuant to Section 139 of the Owners Corporation Act 2006. If this is the case then these Rules will be deemed to include the provisions of the Model Rules relating to that matter.

Recital

The following Rules have been prepared and are registered with the plan of subdivision to administer and manage the conduct of all owners, occupiers, visitors, guests, contractors and others who may enter upon the plan of subdivision.

Your Owners Corporation (s) is responsible for ensuring that appropriate rules, measures and procedures are established to govern matters common to owners and occupiers who reside at Valley Lake Estate.

The following rules are binding on Members, Occupiers and the Owners Corporation and are able to be amended by the Owners Corporation in accordance with the Act.

Occupiers must comply with these Rules and the relevant laws and,

- (a) Take all reasonable actions to ensure Invitees comply with the following Rules
- (b) Not allow another person to do anything which an Occupier cannot do under the following Rules

Members are responsible for any act, negligence, breach or failure to comply with the following Rules or laws by all of their Invitees (including the occupier(s) of their Lot and their Invitees)

The Owners Corporation exercises such responsibilities through enforcing the Rules and by appointing a Committee of Management in order to give direction to the Manager and to assist with the resolution of matters which are not the responsibility of that Manager.

The Owners Corporation must abide by the Rules, Act and Regulations and in carrying out its functions and powers must act honestly and in good faith and exercise due care and diligence

The following Rules are for the purpose of the control, management, administration and use of a Lot or the Common Property to ensure that you have quiet enjoyment of your Lot and/or Common Property in the Development.

These Rules may be added to, amended or revoked by the passing of a Special Resolution (refer Section 96 of the Owners Corporations Act 2006).

Definitions

In these rules:

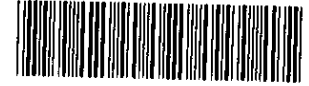
Act means the *Owners Corporations Act* 2006 as amended from time to time.

Common Property means the land and any improvements erected at Valley Lake Estate designated as common property on the Plan.

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CP No. 1 means the land and any improvements (including but not limited to the cables and conduits that provide service) designated as CP No. 1 on plan of subdivision no. PS725191X.

Developer means Lake Niddrie Pty Ltd ACN 165 885 772 or related body corporate responsible for the development of the Land and creation of Lots and includes the Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, contractors, subcontractors and invitees.

Development means the development of MD1, Valley Lake Estate, 3 Granite Way, Keilor East, Victoria 3033.

Lot means a lot shown on the Plan.

Manager means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation(s) and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

Member means a member of the Owners Corporation by reason of being the owner of a Lot for the time being and where the context requires includes their invitees.

Occupier means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees.

Owners Corporation means the Owners Corporation created on registration of the Plan and includes Owners Corporation No. 1.

Plan means plan of subdivision no. PS725191X

Regulations means the *Owners Corporations Regulations 2007* (Vic) as amended from time to time.

Rule or Rules means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

Satellite Reserve means the part of CP No. 1 located on or in Lot 36 as shown on the Plan.

1 Health Safety and Security

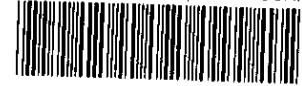
1.1 General

- 1.1.1 An owner or occupier of a Lot must not use a Lot or the Common Property, or permit a Lot or the Common Property to be used, or do anything, so as to cause a hazard to the health, safety and/or security of an owner, occupier, or user of another Lot or any person who enters upon the Common Property.
- 1.1.2 The Owners Corporation may take whatever reasonable measures are necessary to ensure the health, safety and/or security of owners and occupiers of Lots and all persons who are entitled to use the Common Property is not compromised.

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- 1.1.3 An owner or occupier of a Lot must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.
- 1.1.4 An owner or occupier of a Lot must ensure compliance with all statutory requirements with respect to their Lot, including any rules and directions and decisions of the Owners Corporation relating to fire safety with respect to the Lot and the Common Property.
- 1.1.5 If an owner or occupier of a Lot fails to comply with rule 1.1.3 and/or 1.1.4 the Owners Corporation is entitled to take such action as is required to remedy the breach, and shall be entitled to recover the costs of doing so from the owner or occupier.
- 1.1.6 An owner or occupier of a Lot must install smoke detectors on their Lot and ensure that all smoke detectors installed are regularly maintained and tested and batteries are replaced regularly.
- 1.1.7 An owner or occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle which is owned by them or under their control onto the Common Property, or to allow such leakages within a Lot to spread to another Lot or the Common Property (e.g by pedestrian or vehicular traffic). In the event of breach of this rule causing damage to, or the dirtying of Common Property, the Owners Corporation may clean the leaked substance from the Common Property and from the Lot on which it is located and recover the costs of doing so from the Lot owner or occupier.
- 1.2 *Safety of children, including their exclusion from areas that may be unsafe for them or restricting activities that may be unsafe.***
- 1.2.1 An owner or occupier of a Lot must not permit any child under the age of 14 years, and over whom the owner or occupier has control, to remain unaccompanied (by a responsible adult) on Common Property where there is a hazard or possible danger .
- 1.3 *Storage and use of flammable liquids and dangerous substances and materials***
- 1.3.1 An owner or occupier of a Lot must not use or store on the Lot or on the Common Property any flammable chemical, liquid or gas or other flammable material, except chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 1.4 *Waste disposal***
- 1.4.1 An owner or occupier of a Lot must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other Lots.

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2 Management and Administration

2.1 Management and administration of Common Property and Services

- 2.1.1 An owner or occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:
- (a) the structural integrity of any part of the Common Property is impaired;
 - (b) the provision of services through the Lot or the Common Property is interfered with in any way (except temporarily as consented to by the Owners Corporation and the owner and occupier of any Lot affected); or
 - (c) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with.
- 2.1.2 Any consent given by the Owners Corporation may be qualified or conditional.
- 2.1.3 An owner or occupier of a Lot must take all reasonable steps to ensure that their invitees comply with these rules at all times.
- 2.1.4 These rules must be given to a resident of a Lot, not being the owner, prior to taking up occupancy.
- 2.1.5 An owner or occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983 (Vic)* on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- 2.1.6 The Owners Corporation and/or the Committee of Management will from time to time issue a document entitled 'Housekeeping Rules'. These housekeeping rules will assist owner and occupiers in interpreting the rules contained herein in respect to how these rules should be applied on a daily basis. Accordingly the housekeeping rules will be binding on all residents at Valley Lake Estate.
- 2.1.7 In the event of a sale of a Lot the Vendor must provide a copy of the 'Housekeeping Rules' (if applicable) to the prospective Purchaser.

2.2 Maintenance of Gardens

- 2.2.1 An owner or occupier of a Lot must, at their own cost, maintain any lawn, garden or similar contained within the Lot.
- 2.2.2 If the Owners Corporation is of the opinion that a Lot owner or occupier has neglected the maintenance of the lawn, garden or similar then the Owners Corporation may enter the Lot and undertake reasonable garden maintenance after providing the Lot owner with 28 days' notice of the Owners Corporation's intention of doing so.
- 2.2.3 If the Owners Corporation takes such action under rule 2.2.2 then the costs incurred shall be recoverable by the Owners Corporation from the Lot owner and/or occupier.

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2.3 Rights of Developer

2.3.1 Nothing in these rules shall prevent or hinder the Developer from completing construction of improvements and development of the land affected by the Owners Corporation which is owned by the Developer. Without limitation, the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing and sale of other Lots;
- (b) place anywhere on the Common Property signs and other materials relating to the sale of Lots;
- (c) conduct in a Lot or on Common Property an auction sale of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purpose of selling Lots;
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of the subdivision and construction of works;

subject to the Developer's obligations under the Act.

2.3.2 The Owners Corporation must sign all necessary consents to permits and/or applications required by the Developer and must close off from access by the public and Lot owners and occupiers any part of the Common Property when it is necessary to do so to facilitate the construction and subdivision by the Developer.

3 Use of Common Property

3.1 General

3.1.1 An owner or occupier of a Lot must not obstruct or prevent the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property, or use the Common Property, or allow the Common Property to be used by any other person in such a manner as to unreasonably interfere with the quiet enjoyment of any person entitled to use the Common Property.

3.1.2 An owner or occupier of a Lot must not without the written approval of the Owners Corporation, use for his or her own purposes as a garden or for any other purpose, any portion of the Common Property.

3.1.3 An approval under 3.1.2 may state a period for which the approval is granted.

3.1.4 If an Owners Corporation has resolved that an animal is a nuisance or is a danger to persons who have a right to use the Common Property, or is causing damage to the Common Property, it must give reasonable notice of the resolution to the owner or occupier who is keeping the animal.

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- 3.1.5 An owner or occupier of a Lot which is keeping an animal the subject of a resolution made under 3.1.4 must remove that animal immediately from the Common Property after having been given written notice of such resolution.
- 3.1.6 Rule 3.1.5 does not apply to an animal which assists a person with an impairment or disability in relation to nuisance and damage, however the Owners Corporation may require the owner of such animal to take reasonable steps to prevent the reoccurrence of the nuisance and/or damage.
- 3.1.7 An owner or occupier of a Lot must not place any signage or hoarding on the Common Property without the written approval of the Owners Corporation.
- 3.1.8 An owner or occupier of a Lot must not use the common property for the making of any public announcement.
- 3.1.9 An owner and/or occupier must always follow the directions of the Owners Corporation when using any Common Property. This includes all directions which are signposted in or around the Common Property.
- 3.1.10 An owner or occupier of a Lot must not place, keep or store on the common property or any part thereof any personal effects, materials or goods including bicycles and other items except in designated areas if any and subject to terms and conditions set forth in writing by the Owners Corporation.

3.2 Deposit of rubbish and other material on Common Property

- 3.2.1 An owner or occupier of a Lot must ensure that their bin/s is placed out for collection within 24 hours of the local council's advised collection time and ensure that the bin/s are retrieved on the same day the bin/s is emptied.
- 3.2.2 An owner or occupier of a Lot must ensure that bins and specific items of waste are placed out for collection in the position as directed by the Owners Corporation and/or the local council, if such a direction is given.
- 3.2.3 Apart from the purposes of complying with rules 3.2.1 and 3.2.2 no rubbish or waste shall be placed on Common Property without the written approval of the Owners Corporation.
- 3.2.4 An owner or occupier of a Lot must store their rubbish bins on their Lot out of sight from the Common Property.
- 3.2.5 An owner or occupier of a Lot must not dump hard rubbish on Common Property without the written approval and/or direction of the Owners Corporation and/or from the Local Council.

3.3 Vehicles and parking on Common Property

- 3.3.1 An owner or occupier of a Lot must not park or store:

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- (a) Any vehicle with a carrying capacity of one tonne or more; or
- (b) Any boat, caravan or trailer;

in such a way as to be visible from any street or reserve adjacent to or abutting the Lot.

3.3.2 An owner or occupier of a Lot must not, except in the case of emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:

- (a) to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or
- (b) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
- (c) in any place situated on Common Property other than a parking area specified for that purpose by the Owners Corporation.

3.3.3 An owner or occupier of a Lot shall not drive any motor vehicle, and shall not allow any vehicle to be driven, on common property at a speed greater than 15 kph any direction other than as specified by signage, or at any speed higher than indicated on any signage or as otherwise directed by the Owners Corporation.

3.4 Damage to Common Property

3.4.1 An owner or occupier of a Lot must not mark, paint, damage or alter the Common Property without the written approval and direction of the Owners Corporation.

3.4.2 An owner or occupier of a Lot must not alter or damage in any way a structure that forms part of the Common Property.

3.4.3 An owner or occupier of a Lot must notify the Owners Corporation as soon as possible after becoming aware of any damage to the Common Property.

3.5 Satellite Reserve

3.5.1 The Manager, and such other persons authorised by the Manager, is entitled to enter Lot 36 in order to access the Satellite Reserve, from time to time, with such equipment and tools as are reasonably required, for the purposes of installing, removing, servicing, maintaining and repairing the central satellite dish (and any of its related infrastructure) to be located on the Satellite Reserve, at its own cost.

3.5.2 The Manager must not alter the size and location of the satellite (or any of its related infrastructure) located on the Satellite Reserve without the prior written consent of the owner or the occupier of Lot 36 on the Plan (such consent must not be unreasonably withheld or delayed).

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- 3.5.3 The Manager must provide the owner or occupier of Lot 36 on the Plan with written notice five (5) Business Days prior to its access of the Satellite Reserve via entry through Lot 36 under rule 3.5.1.
- 3.5.4 During the Manager's access under rule 3.5.1, the Manager will use reasonable endeavours to minimise disturbance or interference with the owner or occupier's reasonable use and enjoyment of Lot 36 on the Plan.
- 3.5.5 An owner or occupier of Lot 36 on the Plan must not:
- (a) obstruct or prevent the Manager from accessing Lot 36 and the Satellite Reserve; and
 - (b) allow Lot 36 and the Satellite Reserve to be used by any other person or in such a manner that may interfere with the Manager's access to the Satellite Reserve.
- 3.5.6 All lot owners or occupiers shall be entitled to benefit from the central satellite dish located in the Satellite Reserve.

4 Lots

4.1 Change of use of Lots

- 4.1.1 An owner or occupier of a Lot must give written notification to the Owners Corporation if the owner or occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation. For example, if the change of use results in a hazardous activity being carried out on the Lot or results in the Lot being used for retail, commercial or industrial uses rather than residential purpose
- 4.1.2 An owner or occupier of a Lot must not use or permit a Lot to be used for any purpose which may be illegal, or may cause a nuisance or hazard to any other owner or occupier of a Lot, or guests of such owner or occupier, or interfere with the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.
- 4.1.3 An owner or occupier of a Lot must not use the Lot for any trade or business unless approved by the Owners Corporation and then only based upon the terms and conditions determined by the Owners Corporation.

4.2 External Appearance of Lots

4.2.1 General

- (a) An owner or occupier of a Lot must not in any way alter the external appearance of a Lot or any structure on a Lot including by any addition of any nature, change of colour, finish or decoration of any external wall or woodwork, without first obtaining the written approval and direction of the Owners

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Corporation.

- (b) An owner or occupier of a Lot must not carry out or perform any works on a Lot which is visible from the Common Property.
- (c) An owner or occupier of a Lot must not cause any fitting or fixture or any object of any nature to sit on, be stored or installed upon, or fixed to, the roof of a Lot where that fitting, fixture or object would obstruct, impede or interfered with any other Lot owner or occupier's view of the lake located at the Development.
- (d) An owner or occupier of a Lot must not at any time maintain any satellite, clothes drying or airing facility on any Lot so as to be visible from any common property, street or reserve adjacent to or abutting the Lot.
- (e) An owner or occupier of a Lot must not keep any plants, planter boxes or pots on any balcony that are not maintained in good health and condition and that are offensive in appearance to other Occupiers.
- (f) An owner or occupier of a Lot must not construct or erect any sheds, kennels or structures of any nature or description on any balcony.
- (g) An owner or occupier of a Lot must not hang or place or permit to be hung or placed any garment or article of clothing sheet blanket or towel or other article on any part of the common property or on or from any part of the exterior of the lot including the balcony or such as to be visible from outside the lot except as provided by the Owners Corporation.
- (h) An owner or occupier of a Lot must maintain the cleanliness of the windows of the Lot.

4.2.2 Awnings, Flywire Screens, Window Furnishings

- (a) An owner or occupier of a Lot must install any awning, flywire screen, security door, or any exterior fixture or fitting without first having obtained written approval to do so by the Owners Corporation.
- (b) Subject to rule 4.2.2(a), an owner or occupier of a Lot may install a reasonable locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent the entry of animals or insects, if the device, screen or barrier is soundly built, is consistent with the colour, style and materials of the building, and does not interfere with the use by other owners and occupiers of their Lots and/or the Common Property. The owner of any such device, screen or barrier must keep it in good repair.
- (c) An owner or occupier of a Lot must not install any curtains, blinds or other window furnishings on the interior or exterior of any windows forming part of the Lot without first having obtained written approval to do so by the Owners Corporation and/or other than specified by the Owners Corporation Specification which is as follows:

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Owners Corporation Specification

Colour: White backing (visible from outside the Lot)

Location: Interior Window Furnishings

4.2.3 Signage

- (a) An owner or occupier of Lots 1-12 inclusive must not place on or in a Lot any signage or hording which can be seen from outside the Lot without the written approval of the Owners Corporation except where the size of the sign in respect to an 'Auction' or 'For Sale' is no greater than 1000mm by 1000mm and in respect to a 'For Lease' is no greater than 600mm by 600mm by attaching it to the front fence or lakeside fence.
- (b) An owner must remove an 'Auction' or 'For sale' sign within 72 hours after the auction or sale of the Lot and a 'For Lease' sign within eight (8) weeks of it first being erected. Failure to remove such signage by the deadline will result in the Owners Corporation removing the sign and the cost of removal will be charged to the owner.

4.2.4 Vehicles and/or Machinery

- (a) An owner or occupier of a Lot must not store, and must not allow the storage of any machinery whatsoever on the Lot which is visible from a Lot or the Common Property.
- (b) An owner or occupier of a Lot must not work on any machinery whilst visible from the Common Property.

4.3 Requiring notice to Owners Corporation of any renovations to Lots

- 4.3.1 Subject to rule 4.2.1, 4.2.2 and 8.1 an owner or occupier must not perform any renovations on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and the owner and occupier of all Lots abutting the Lot to be renovated and providing evidence of compliance with all Laws.

4.4 Time within work on Lots can be carried out

- 4.4.1 An owner or occupier must not allow works to be carried out in a Lot outside the hours of 8.30am to 4.30pm.
- 4.4.2 The works as referred to in 4.4.1 are not to be undertaken on weekends and/or public holidays.

5 Behaviour of Persons

5.1 Behaviour of owners, occupiers and Invitees on Common Property

- 5.1.1 An owner or occupier of a Lot must not, and must take all reasonable steps to ensure that guests of the owner or occupier do not, behave in a manner likely to

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unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

5.2 Noise and other nuisance control

- 5.2.1 An owner or occupier of a Lot or a guest of an owner or occupier of a Lot must not unreasonably create or permit to be unreasonably created any noise on the Common Property likely to interfere with the peaceful enjoyment of any Lot owner or occupier or any other person entitled to use the Common Property.
- 5.2.2 Rule 5.2.1 does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.
- 5.2.3 An owner or occupier of a Lot must not make or permit to be made any noise from machinery or music which may be heard outside the Lot between the hours of 10pm and 8am.

6 Dispute Resolution

6.1 Grievance Procedure

- 6.1.1 The grievance procedure set out in this rule applies to disputes involving a Lot owner, an occupier of a Lot, the Manager or the Owners Corporation.
- 6.1.2 A party making a complaint to the Owners Corporation pursuant to Section 152(1) of the Act must prepare a written statement in the approved form, and provide it to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, and all other parties involved in the dispute. If the person making the complaint ("complainant") does not have the address of any party involved, that person may request that the Owners Corporation or grievance committee provide a copy to that party and if the Owners Corporation or grievance committee has the address of that party, they shall do so within 7 days.
- 6.1.3 The complainant may request, at the time of making the complaint, that the respondent attend a meeting with the complainant and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.
- 6.1.4 The person about whom a complaint is made ("respondent") may respond in writing to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee within 14 days of the date on which the respondent receives the written complaint.
- 6.1.5 The respondent may request, at the time of making the complaint, that the complainant attend a meeting with the respondent and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.
- 6.1.6 If either the complainant or the respondent requests a meeting as referred to above, the grievance committee of the Owners Corporation, or the Owners Corporation if

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there is no grievance committee must invite each of the parties to attend a meeting to discuss the dispute, in good faith with a view to resolving the dispute. The grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee may call such a meeting even if neither the complainant nor the respondent has requested one.

- 6.1.7 If the respondent does not respond within the time frame referred to at 6.1.4, then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they have, in accordance with the Act.
- 6.1.8 If the grievance committee or the Owners Corporation if there is no grievance committee determines not to hold a meeting (in the absence of a request from either party) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.
- 6.1.9 If any party refuses to attend a meeting as arranged under rule 6.1.6 or does not attend such meeting (having been given reasonable notice) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.
- 6.1.10 A party to the dispute may appoint a person to assist them at any meeting organised pursuant to 6.1.6.
- 6.1.11 If the dispute is not resolved within a reasonable period of time, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, must notify each party of his or her right to take further action under Part 10 of the Act.
- 6.1.12 The process outlined in this rule 6 is separate from and does not limit any further action under Part 10 of the Act.

7 Committees and Subcommittees

(No rules apply)

8 Design Construction and Landscaping

8.1 Building Works

- 8.1.1 An owner or occupier of a Lot must not undertake any building works within or about or relating to the Lot which shall affect Common Property, services within Common Property and/or other Lots unless the owner or occupier:
- (a) submits to the Owners Corporation plans and specifications of any works proposed by the owner or occupier which affect the external appearance of the building, or any of the Common Property or which affect the building structure

Owners Corporation Rules
Owners Corporation No. 1 on Plan of Subdivision PS725191X
MD1, Valley Lake Estate
3 Granite Way, Keilor East Vic 3033

AQ352398Q

17/10/2017 \$47.20 OCAR



or services or the fire or acoustic ratings of any component of the building; and

- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic of the building and do not endanger the Common Property and are compatible with the overall services to the building, the Common Property and other Lots; and
 - (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) are met by the proprietor or occupier and such approval shall not be effective until such costs have been paid;
 - (d) pays such reasonable costs to the Owners Corporation;
 - (e) has obtained all requisite permits, approvals and consents under all relevant laws and copies have been given to the Owners Corporation.
- 8.1.2 An owner or occupier must not perform any renovations on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and the owner and occupier of all Lots abutting the Lot to be renovated.
- 8.1.3 An owner or occupier must not allow works to be carried out in a Lot outside the hours of 8.00am to 4.00pm on weekdays or at all on weekends and public holidays.
- 8.1.4 Works must be completed strictly in accordance with those permits, approvals and consents and any conditions contained within them.
- 8.1.5 An owner or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot owners and occupiers.
- 8.1.6 An owner or occupier of a Lot must ensure that the owner or occupier and their servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the use of Common Property, and hours of work, the minimisation of damage to the Common Property and the services contained within the Common Property.
- 8.1.7 Before any of the owner or occupier's works commence the owner or occupier must:
- (a) cause to be effected and maintained (a) during the period of the building works a contractor's all risk insurance (including public liability) policy to the satisfaction of the Owners Corporation; and

Owners Corporation Rules
Owners Corporation No. 1 on Plan of Subdivision PS725191X
MD1, Valley Lake Estate
3 Granite Way, Keilor East Vic 3033

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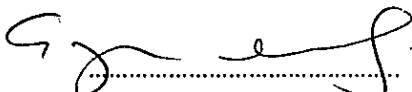
(b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

8.1.8 Access shall not be available to other Lots or Common Property for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the Owners Corporation in the case of Common Property.

8.1.9 An owner or occupier of a Lot shall immediately make good all damage to the Common Property, the services, or any fixtures fittings or finishes of or in the Common Property which are caused by such works and if the owner or occupier fails to immediately do so the Owners Corporation may in its absolute discretion make good the damage and dirtying and in that event the owner or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

.....

I, Gregor Evans act as Secretary for Owners Corporation 1 Plan of Subdivision 725191X hereby certify these Owners Corporation Rules.


.....
Signature

20/6/2017
.....
Dated

Owners Corporation Additional Information



Accompanying a Plan Unlimited Owners Corporation

Lodged by

Name: Kalus Kenny Intelex

Phone: 03 8825 4800

Address: Suite 3, Level 3, 299 Toorak Rd South Yarra 3141

Reference: 141002

Customer Code: 3875P

Applicant: (full name and address including postcode)

Lake Niddrie Pty Ltd ACN 165 885 772 of Level 1, 128 Acland Street, St Kilda VIC 3182

Plan No. PS725191X

Owners Corporation No. 1

Owners Corporation postal address for service of notices: (Regulation 15 Subdivision (Registrar's Requirements) Regulations 2011)

The Knight Alliance, Level 2, 2 Glenferrie Road, Malvern VIC 3144

The purposes of the Owners Corporation are: [Section 27B(2) Subdivision Act 1988]

The purpose of Owners Corporation 1 PS725191X is to manage the land affected by the Owners Corporation (except the use of any common property affected by a Limited Owners Corporation).

The basis for the allocation of lot entitlement and lot liability is: [Section 27F(2)(a) Subdivision Act 1988]

- I. In determining the lot entitlement, regard has been had to the value of each lot and the proportion that value bears to the total value of the lots affected by the Owners Corporation.
- II. In determining the lot liability, regard has been had to the amount that is just and equitable for the owner of each lot to contribute towards the administrative and general expenses of the Owners Corporation.

Additional functions and obligations that are to be carried out or complied with by the unlimited Owners Corporation are: [Section 27C(4) Subdivision Act 1988]

Nil

Date: 06.03.2017

Signature of Australian Legal Practitioner within the meaning of the Legal Profession Uniform Law (Vic) for applicant:

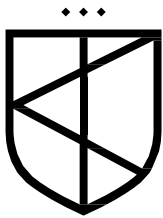
33661110A

OC1

Page 1 of 1

HENRY MAURICE KALUS
Australian Legal Practitioner within the meaning
of the Legal Profession Uniform Law (Victoria).
KALUS KENNY INTELEX
Suite 3, Level 3, Como Centre,
299 Toorak Road South Yarra Vic 3141

THE BACK OF THIS FORM MUST NOT BE USED



Model Rules for an Owners Corporation

1 Health Safety and Security

Insight, integrity
& results.

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste Disposal

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

1.4 Smoke penetration

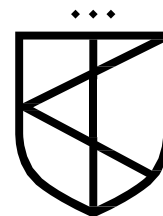
A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

Caulfield
Level 1/204 Balaclava Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street



A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees & Sub-Committees

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

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

3 Management & Administration

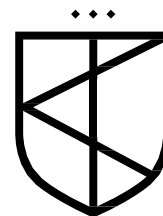
3.1 Metering of services and apportionment of costs of services

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

4 Use of Common Property

4.1 Use of Common Property

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



- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property
- (3) An approval under sub-rule (2) may state a period for which the approval is granted
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools."

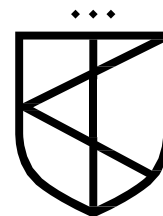
4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, entrance or exit to a lot; or
- (c) in any place other than parking area situated on common property specified for purpose by the owners corporation.

4.3 Damage to common property

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



- (3) An approval under sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

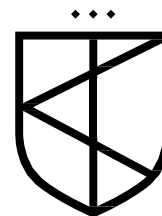
An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.



- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

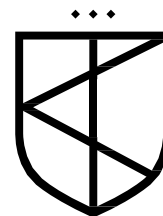
An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise & other nuisance control

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

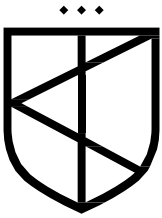
7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, an occupier or the owner's corporation.
- (2) The party making the complaint must prepare a written statement setting out the complaint in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.



- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
 - (a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
 - (a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006
- (8) This process is separate from and does not limit any further action under any further action under Part 10 of The Owners Corporation Act 2006.

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SCHEDULE FORM 1

Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001

Subdivision Act 1988

STANDARD RULES

Insight, integrity
& results.

Use of common property and lots

A member must not, and must ensure that the occupier of a member's lot does not-

- (a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- (b) Park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;
- (c) Use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;
- (d) Make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;
- (e) Make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am;
- (f) Keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

Caulfield
Level 1/204 Balaclava Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street

Client:
 OC725191X
 C/ - The Knight Alliance
 PO BOX 678
 MALVERN VIC 3144

Contact Details:
Account Manager: Hashi Pienko
Email: h.pienko@resolutepropertyprotect.com.au
Phone: 03 8646 0209

Policy Type:	Residential Strata	Period of	From:	20/06/2024
Policy Number:	HU0033697	Insurance:	To:	20/06/2025
Client Reference:	VIC - 9143			

This summary is not a policy document and is only an outline of the coverage summary. The terms, conditions and limitations of the insurer's policy shall prevail at all times.

Insured: OC725191X
Situation Address: 1 Granite Way, Keilor East, VIC 3033
No. of Units / Lots: 10

Policy Details:

Policy 1:	Insured Property - Building	\$17,700,000
	Insured Property - Common Area Contents	\$100,000
	Insured Property - Loss of Rent/Temporary Accommodation	\$2,655,000
	Insured Property - Optional Paint Benefit (NSW only):	Not Insured
Policy 2:	Public or Legal Liability:	\$30,000,000
Policy 3:	Voluntary Workers - Limit	\$200,000
	Voluntary Workers - Weekly Benefit	\$2,000
Policy 4:	Workers Compensation (NSW, ACT, TAS & WA Only)	Not Insured
Policy 5:	Fidelity Guarantee:	\$250,000
Policy 6:	Office Bearer's Legal Liability:	\$5,000,000
Policy 7:	Machinery Breakdown:	Not Insured
Policy 8:	Catastrophe Insurance - Insured Property	Not Insured
	Catastrophe Insurance - Extended Cover Rent/Temp Accommodation	Not Insured
	Catastrophe Insurance - Accommodation/Storage	Not Insured
	Catastrophe Insurance - Cost of Storage & Evacuation	Not Insured
Policy 9:	Government Audit Costs	\$25,000
	Appeal Expenses – Common Property - Health and Safety Breaches:	\$100,000
	Legal Defence Expenses:	\$50,000

Policy 10:	Lot Owners Fixtures & Improvements:	\$250,000
	Flood	Insured

Excesses:

Legal Defence Expenses each and every claim:	\$1,000
Policy 1 - Insured Property. Standard Excess:	\$2,000
Flood Excess:	\$2,000

Insurer Details:

Policy Wording:	QM562-1023
Insurer:	CHU Underwriting Agencies Pty Ltd
Supporting Insurer:	QBE Insurance (Australia) Limited
Proportion:	100%
Commission:	\$5,218.49

Important Notices:

Policy Conditions and Exclusions

Please refer to your Policy Document for full details of Policy Conditions and Exclusions.

Insurance Brokers Code of Practice & External Dispute Resolution Service

Whitbread Insurance Brokers subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA). AFCA administer an independent free and external dispute resolution service for our clients. Please visit www.whitbread.com.au or contact our office for further details.

Very Important Notice

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance.

Your duty, however, does not require disclosure of matters:

- that diminish the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know; or
- as to which compliance with your duty is waived by the insurer

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its commencement.

Liability Insurance

Claims occurring and claims-made

Most types of insurance are written on a **claims occurring basis**. This means that you are indemnified for a loss if the incident giving rise to the loss occurs during the period of cover. The claim can be reported anytime in the future. Traditionally Public Liability contracts are written on a claims occurring basis.

An alternative type of insurance cover to claims occurring is that provided on a **claims-made** basis. This means that you are indemnified for a loss if the incident is reported to the insurer during the period of cover. Traditionally Professional Indemnity, Directors & Officers and Association Liability Insurance contracts are written on a **claims-made** basis.

Hold Harmless

A "hold harmless" clause is a statement in a legal contract asserting that one party agrees to hold the other party free from the responsibility for any liability or damage that might arise out of the transaction involved. This clause might prejudice or exclude your insurer's right of recovery and you should not enter into any such agreements. Please refer to your broker if you need assistance with reviewing contracts.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0033697
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	20/06/2024 to 20/06/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 725191
Situation	1 GRANITE WAY KEILOR EAST VIC 3033

Policies Selected

Policy 1 – Insured Property

Building: \$17,700,000
Common Area Contents: \$100,000
Loss of Rent & Temporary Accommodation (total payable): \$2,655,000

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



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

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

19/06/2024

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

Property Clearance Certificate

Land Tax



CONVEYANCING WEST VIC

Your Reference: BOARDWALK

Certificate No: 79337400

Issue Date: 06 AUG 2024

Enquiries: ESYSPROD

Land Address: 32 BOARDWALK PLACE KEILOR EAST VIC 3022

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44424612			11923	450	\$975.00

Vendor: SHANNON FORMOSA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR SHANNON CLEM FORMOSA	2024	\$200,000	\$975.00	\$0.00	\$975.00

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

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$725,000

SITE VALUE: \$200,000

CURRENT LAND TAX CHARGE: \$975.00

Notes to Certificate - Land Tax

Certificate No: 79337400

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$200,000

Calculated as \$975 plus (\$200,000 - \$100,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY




Billers Code: 5249
Ref: 79337400

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 79337400

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



CONVEYANCING WEST VIC

Your Reference: BOARDWALK

Certificate No: 79337400

Issue Date: 06 AUG 2024

Enquires: ESYSPROD

Land Address: 32 BOARDWALK PLACE KEILOR EAST VIC 3022

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44424612			11923	450	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$725,000
SITE VALUE:	\$200,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79337400

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



CONVEYANCING WEST VIC

Your Reference: BOARDWALK

Certificate No: 79337400

Issue Date: 06 AUG 2024

Land Address: 32 BOARDWALK PLACE KEILOR EAST VIC 3022

Lot	Plan	Volume	Folio
		11923	450

Vendor: SHANNON FORMOSA

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 79337400

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 79337408</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 79337408</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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