

Contract of Sale of Real Estate

Property address **unit 4/10 Domain Drive, Hillside 3037**

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

The terms of this contract are contained in the -

- particulars of sale; and
 - special conditions, if any; and
 - general conditions
- in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

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

Print name(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)

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: **KRZYSZTOF ROZIEL**

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 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- * you are an estate agent or a corporate body.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

HARCOURTS RATA & CO
1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766

Mob:

Fax: 03 9464 3177

Ref:

Vendor

KRZYSZTOF ROZIEL

Vendor's legal practitioner or conveyancer

Melbourne Real Estate Conveyancing Pty Ltd
954 High Street Reservoir Vic 3073

Email: julia@melbournerec.com.au

Tel: 0421 704 140

Mob:

Fax:

Ref: JK:24/2997JK

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	11868	Folio	979	24	741469L
Volume		Folio			

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: **unit 4/10 Domain Drive, Hillside 3037**

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

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

Payment (general condition 14 and 17)

Price \$

Deposit \$ by (of which \$ has been paid)

Balance \$ payable at settlement

GST (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Settlement (general condition 17)

is due on

PLEASE NOTE - NO Settlements between 20/12/2024-15/01/2025 – our office will be closed.

See special condition 25.

Please ensure you do NOT choose a settlement date whilst we and other Conveyancing Practices are CLOSED, Lenders are on skeleton staff and Estate Agents are often not able to arrange Final Inspections.

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
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1

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

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 20)

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

Lender:

Loan amount

Approval date:

FIRB APPROVAL REQUIRED (Special Condition 16)

YES Passport Provided? Yes or No?

Passport Number

NO

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

Special conditions

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☐ No ☐ Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

Special Conditions

1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

2. Acceptance of title

General condition 12.4 is added:

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.

3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
- 3.3 This special condition only applies 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 is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 3.4 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.
- 3.5 The Purchaser must:
 - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 3.6 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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special 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.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if;
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
- 3.9 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.
- 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

4. Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 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.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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.
- 4.7 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 special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 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.
- 4.9 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 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
 - (d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

5. GST withholding

- 5.1 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.
- 5.2 This general condition 15B applies if the purchaser is 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 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 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.

5.4 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.

5.5 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.

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

5.7 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 settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.

5.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.

5.9 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 of 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.

5.10 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.

5.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's 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.

5.12 This general condition will not merge on settlement.

6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all orders or requirements under the building regulations.
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
- 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

9.6 The Purchaser acknowledges that the Vendor makes no Representation for any permits or approvals of any improvements to the property, if any. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.6 and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind or terminate the Contract of Sale whatsoever because of special condition 9.6. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to special condition 9.6.

9.7 General Condition 12 is Deleted from this Contract.

10. Improvements.

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

11. Planning.

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

12. Restrictions.

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

13. Settlement.

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

14. Licence Agreement.

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

15. Guarantee & Indemnity.

- 15.1 Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

16. Foreign Acquisitions and Takeovers Act 1975.

- 16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
- 16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
- 16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
- 16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
- 16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

17. Loans / Finance

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

18. Indemnity – Estate Agent

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

19. Adjustments of Outgoings

- 19.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:
- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
- (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or
- 19.2.2 On such other basis,
- as the Vendor may reasonably direct the Purchaser on or before the settlement date.
- 19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

20. Stamp Duty – Purchasers Buying in unequal Interest

- 20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).
- 20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

21. Vendor Statement

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

22. Trust

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;

23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.

23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and

23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

23. Personal property securities register

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

24. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar panels, or otherwise.

25. Christmas & New Year Holiday Period

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

GUARANTEE & INDEMNITY

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor:

Purchaser:

Guarantor:

Contract: A contract dated the of 2024 between the vendor and the purchaser

EXECUTED AS A DEED on the of 2024

SIGNED SEALED AND DELIVERED BY)

The said guarantor in the presence of:)

.....
Witness

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

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 condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; 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 7.6, 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 received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

19. GST

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) The engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.1 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; and
 - (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.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

unit 4/10 Domain Drive, Hillside 3037

Vendor's name

KRZYSZTOF ROZIEL

Date
/ /

**Vendor's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$8,000.00

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

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(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	AVPCC 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 of 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 documents.

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

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

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

If any are contained in the attached certificates and/or statements.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

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 certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act 2006*.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10 SUBDIVISION

10.1. **Unregistered Subdivision**

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

Not Applicable.

10.2. **Staged Subdivision**

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

Not Applicable.

10.3. **Further Plan of Subdivision**

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

--

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

Page 1 of 2

VOLUME 11868 FOLIO 979

Security no : 124119750693G
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LAND DESCRIPTION

Lot 24 on Plan of Subdivision 741469L.
PARENT TITLE Volume 10867 Folio 228
Created by instrument PS741469L 11/04/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KRZYSZTOF ROZIEL of 2 PIMELEA WAY HILLSIDE VIC 3037
AN828470K 15/05/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV472103A 28/03/2022
PEPPER FINANCE CORPORATION 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
AD415486J 04/02/2005

DIAGRAM LOCATION

SEE PS741469L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 4 10 DOMAIN DRIVE HILLSIDE (GREATER MELBOURNE) VIC 3037

ADMINISTRATIVE NOTICES

NIL

eCT Control 20486E GALILEE SOLICITORS PTY LTD
Effective from 05/04/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS741469L

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

Page 2 of 2

DOCUMENT END

INFORMATION ONLY

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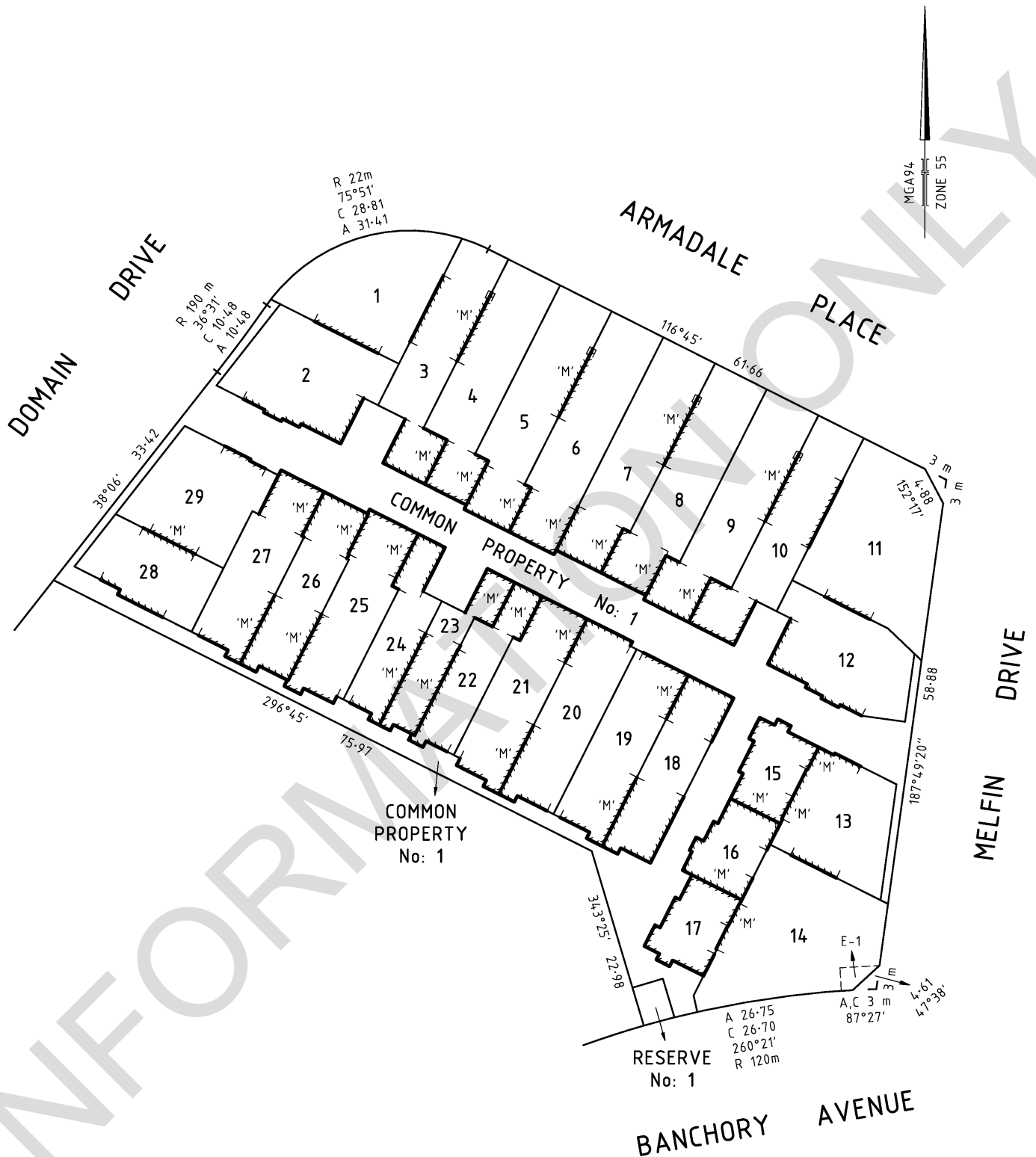
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PLAN OF SUBDIVISION		EDITION 1	PS 741469 L	
LOCATION OF LAND Parish: Maribyrnong Township: ----- Section: 25 Crown Allotment: 2 (Part) and 3 (Part) Crown Portion: ----- Title References: Vol 10867 Fol 228 Last Plan Reference: PS 514729 E (Lot A) Postal Address: 12-18 Domain Drive HILLSIDE 3037 MGA94 Co-ordinates: E 301180 GDA94 N 5826410 Zone 55		Council Name: Melton City Council Council Reference Number: Sub 4610 Planning Permit Reference: PA2016/5170 SPEAR Reference Number: S083421B Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 Has not been made at Certification Digitally signed by: Geraldine Addicott for Melton City Council on 10/03/2017		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
Identifier	Council/Body/Person	Staging This is is not a staged subdivision Planning permit No.		
Reserve No: 1	Jemena Electricity Networks (Vic) Ltd	LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES		
Depth Limitation: Does not apply		Survey: This plan is / is not based on survey This is a SPEAR plan. This survey has been connected to Permanent Mark No(s): Maribyrnong PM 1154, PM 1155, PM 1287, PM 1288 and PM 1295 in Proclaimed Survey Area No: -----		
Boundaries shown by thick continuous hatched lines are defined by buildings. Location of boundaries defined by buildings: Median: Boundaries shown 'M'. Exterior face: All other boundaries. Hatching within a parcel indicates that the relevant structure is contained within that parcel.				
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 apply to all the land in this plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	SEWERAGE	SEE DIAG	THIS PLAN	CITY WEST WATER CORPORATION
MERIDIAN LAND SURVEYORS PROVIDERS OF SPATIAL DATA SOLUTIONS 2B/266 BOLTON ST, ELTHAM 3095 Ph: (03) 9439 0070 Fax: (03) 8456 5990 www.meridiansurvey.com.au		Surveyors Ref: E 4063 Digitally signed by: Owen M Dabelstein (Meridian Land Surveyors Pty Ltd), Surveyor's Plan Version (04), 16/02/2017 Amended: 11/04/2017		Original sheet size: A3 Sheet 1 of 4 PLAN REGISTERED TIME: 3:01pm DATE: 11/04/2017 C. Venn Assistant Registrar of Titles

PS 741469 L



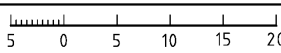
SEE SHEETS 3 & 4 FOR
ENLARGEMENTS

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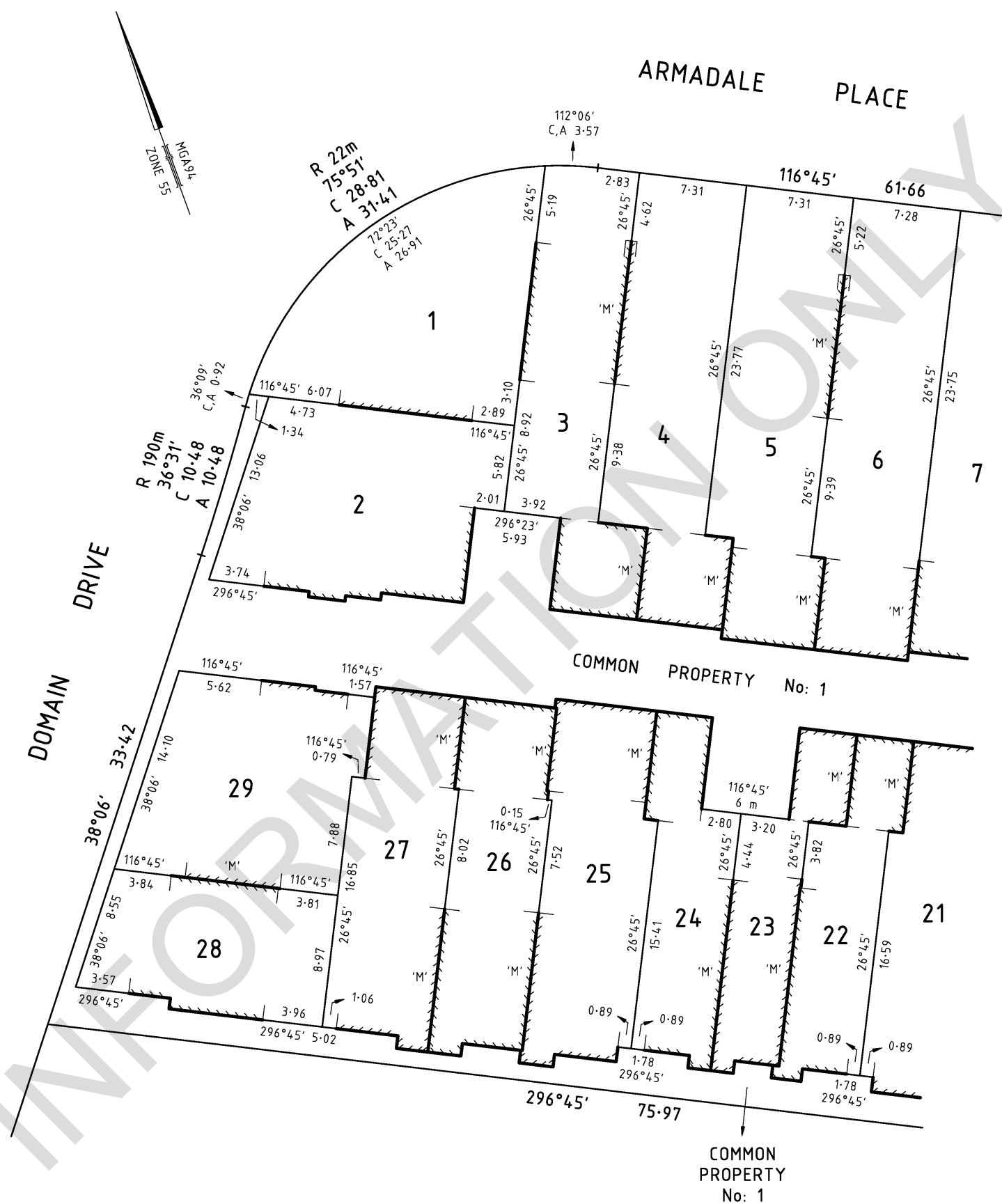
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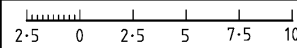
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Surveyor's Plan Version (04),
16/02/2017 Amended: 11/04/2017

Digitally signed by:
Melton City Council,
10/03/2017,
SPEAR Ref: S083421B

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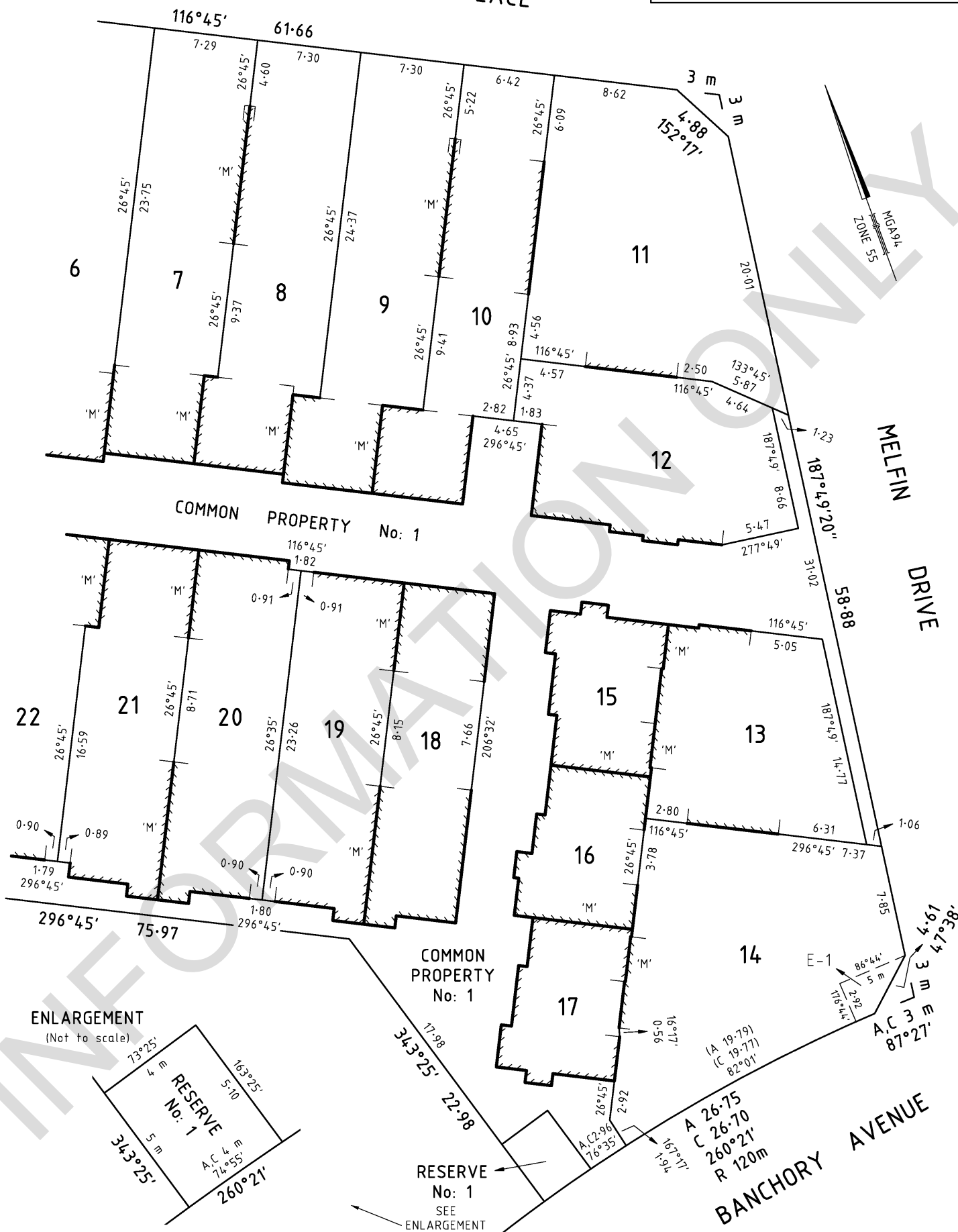
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10/03/2017,
SPEAR Ref: S083421B

ARMADALE PLACE

PS 741469 L



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Scale

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Lengths:

Metres

Original sheet

size: A3

Sheet 4

Digitally signed by: Owen M Dabelstein (Meridian Land Surveyors Pty Ltd),
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10/03/2017,
SPEAR Ref: S083421B

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AD415486J



**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:JYM:LGC:5016157

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 8539 Folio 879 (732-766 Melton Highway, Hillside).

Authority: Melton Shire Council of 232 High Street, Melton

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: Steve Finlay

Name of officer: Steve Finlay

Office held: Statutory Planning Co-ordinator

Date: 31 January 2005



DAD415486J-1-3

W
22-05

Maddocks

Date 21 / 12 / 2004

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0668
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 732-766 Melton Highway, Hillside

**Melton Shire Council
and**

**Stockland Development Pty Ltd
ACN 000 064 835**



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Dubai, Hong Kong, Jakarta, Kuala Lumpur,
Manila, Mumbai, New Delhi, Perth,
Singapore, Tianjin

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Agreement under Section 173 of the Planning and Environment Act 1987

DATE 21 / 12 / 2004

BETWEEN

MELTON SHIRE COUNCIL
of 232 High Street, Melton, Victoria

AD415486J



(Council)

AND

STOCKLAND DEVELOPMENT PTY LTD ACN 000 064 835
of Level 16, 157 Liverpool Street, Sydney, New South Wales

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 5 May 2004 Council issued Planning Permit No. PA2004/21 (Planning Permit) allowing the Subject Land to be subdivided for residential purposes in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Condition 4(d) of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked 'A'.
- D. The parties enter into this Agreement:
 - D.1 to give effect to the requirements of the Planning Permit; and
 - D.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS



In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

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.

Consumer Price Index means the Consumer Price Index-All Groups Melbourne or if this index is not available, such other index that represents the rise in the cost of living in Melbourne, as Council may reasonably determine.



Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Scheme means the Melton Planning Scheme and any other planning scheme that applies to the Subject Land.

Stage means each stage of the subdivision of the Subject Land, within the meaning of section 37 of the *Subdivision Act* 1988.

Subject Land means the land situated at 732-766 Melton Highway, Hillside being the land referred to in Certificate of Title Volume 8539 Folio 879 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

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[5016157/JYM/M0189131 1]

3. SPECIFIC OBLIGATIONS OF THE OWNER



The Owner covenants and agrees that:

- 3.1 a sum in the amount of \$3,000 must be paid to Council as a development contribution in respect of each lot which is intended to be developed for a single dwelling prior to Council being required to issue a statement of compliance in respect of any Stage of subdivision containing that lot;
- 3.2 the amount of the development contribution set out in clause 3.1 above:
 - 3.2.1 is exclusive of any Goods and Services Tax (GST) payable on the amount, for which the Owner will be liable if such GST is payable; and
 - 3.2.2 will, after one year from the date of this Agreement, and after every period of one year thereafter, be adjusted in accordance with movements in the Consumer Price Index between the date of this Agreement and the date of the issue of a statement of compliance in respect of the relevant Stage of subdivision of the Subject Land.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a



Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

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

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by

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[5016157/YN/M10189131:1]

Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.4 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 will remain operative.

8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

10. ENDING OF AGREEMENT

- 10.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced in writing by a letter from Council to that effect.
- 10.2 At the time Council issues a statement of compliance under the *Subdivision Act* 1988 in respect of any Stage, provided the Owner has fulfilled all of the obligations of this Agreement relating to that Stage to the satisfaction of Council, Council will, at the request and expense of the Owner, prepare and execute an application pursuant to section 183(2) of the Act to enable this Agreement to be removed from the Certificate of Title(s) to every lot within that Stage.

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.



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**THE COMMON SEAL OF THE MELTON
SHIRE COUNCIL** was hereunto affixed in
the presence of:

Sophie Lang
Charlotte

Councillor

Chief Executive Officer



SIGNED by **STOCKLAND**
DEVELOPMENT PTY LTD by its duly
appointed attorney –

***CAMERON PERRY ALDERSON**
***~~ANTHONY JAMES MARSHALL~~** who
certifies that he has received no notice of
revocation of the power of attorney dated -28
March 2002 a certified copy of which is filed
in Permanent Order Book No. 277 at Page 018
ITEM 32 in the presence of:

Signature of attorney

Witness

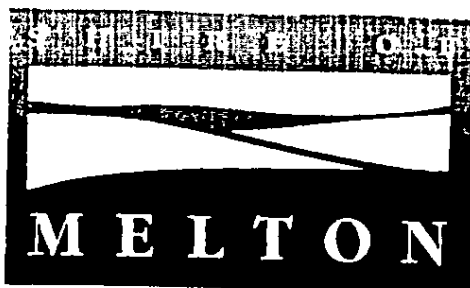
Witness name



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Melton Shire Council
Civic Centre
232 High Street
(PO Box 21)
Melton Vic 3337
Phone 9747 7324
Fax 9747 7970

PLANNING PERMIT

Permit No:
Planning Scheme:
Responsible Authority:
File No.:

PA2004/21
Melton Planning Scheme
Melton Shire Council
350/310

ADDRESS OF THE LAND:

Lot 4 LP51229, 732-766 Melton Highway, Hillside

THE PERMIT ALLOWS:



Subdivision of the land for residential purposes in accordance with the endorsed plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The subdivision as shown on the endorsed plan must not be altered or modified without the written consent of the Responsible Authority.
2. The following shall be submitted to and approved by the responsible authority prior to the issue of a Statement of Compliance under the Subdivision Act 1988 for the relevant stage of the subdivision hereby permitted:
 - a) Plans generally in accordance with those submitted with the application but amended to show:
 - (i) The lot layout revised to provide for satisfactory turning area from lots at the end of a "T" bar court head in the following locations :
 - The top north-west corner of the development.
 - Near the connection with Melfin Drive mid way along the eastern boundary.
 - The extended road reserve off the connection with Bedingham Drive along the eastern boundary.
 - Along the bottom western boundary near Melton Highway.
 - The extended drive across the east side of the 7800 square metre park.
 - (ii) A tree reserve provided at the end of "T" bar court heads where the end of the court head abuts land outside of the subdivision.
 - b) The two adjacent streets south of the 7800 square metre park converted into a continuous one way laneway that includes traffic management devices to slow down traffic and deter vehicle short cutting.
 - c) The access to lots directly west of the 7546 square metre park must have a minimum pavement and road reserve width to the satisfaction of the responsible authority.
 - d) The future connection to the north of the site relocated to align with the north south road where it abuts the northern boundary of the site.

AD415486J



Date Issued: 5 May 2004

Signature of the
Responsible Authority:



Planning Permit PA2004/21 Continued

An endorsed copy of such plans will form part of this permit.

e) A landscape plan showing treatment of all reserves in the subdivision, including street planting within road reserves.

(i) The plan must detail:

- Planting schedule detailing:
 - Location of plants.
 - Mature size of plants.
 - Quantity of each species.
 - Botanical and common name of each species.
- Irrigation systems where appropriate.
- Surface details (paving, grass, mulching)
- Borders between lawns and garden beds.
- Soil preparation and modification works.

(ii) The plan must provide for reserves to be:

- Self draining.
- Free of surface rock.
- Stabilised with uniform ground cover.
- Capable of being maintained with conventional mowing equipment.
- Connected to a reticulated water supply.
- Fully fenced along all boundaries of adjoining lots.



DAD415486J-11-0

f) A traffic management strategy and traffic engineering report identifying street types, design traffic volumes, speed control and traffic management devices to be incorporated into the development.

g) A drainage management strategy detailing 1 per cent AEP flow paths and flow volumes for the entire development. All lots shall be located above the 1 per cent AEP flood level to the satisfaction of the Responsible Authority.

h) A mobility plan detailing for pedestrian access, bike/hike paths, and public transport routes within the development and all interconnections to adjacent existing and future developments.

i) A construction management plan to control construction activities on the site, which provides for the following in order to minimise the impact on residential amenity and the environment:

- (i) Working hours.
- (ii) Haulage routes to the site.
- (iii) Methods of dust suppression.

AD415486J

04/02/2005 \$90

173



Date Issued: 5 May 2004

Signature of the
Responsible Authority:



Planning Permit PA2004/21 Continued

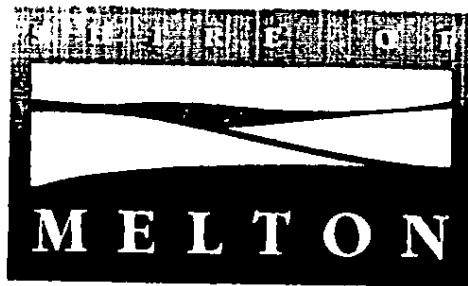
- (iv) Sediment control.
- j) Engineering plans and specifications as required under the Subdivision Act 1988 detailing the provision of roads, drainage, footpaths and street lighting for the subdivision. The plans shall be consistent with the recommendations of the approved engineering, drainage and mobility strategies, and provide for:
- (i) Road reserve and pavement widths in accordance with Clause 56 of the Melton Planning Scheme, except for those roads which are extensions of existing roads where such roads should meet widths of the existing section of road.
 - (ii) All intersection treatments to provide for all turning movements for Council's waste vehicles. Turning templates shall be shown in support of this.
 - (iii) Priority intersection treatment comprising of an open invert channel across the entrance to the minor road and provide low profile splitter islands and threshold treatment at the intersection on the minor road at all intersections located at 90° bends and at standard "T" intersections.
 - (iv) Provision of low profile splitter islands, solid white centreline pavement marking and RRPM's on all 90° bends on through roads.
 - (v) All existing works affected by the new works shall be reinstated at no cost and to the satisfaction of the Responsible Authority.
 - (vi) Underground drainage shall be provided and any other drainage works necessary for the transmission of drainage flows and associated works as required for outfall drainage to the satisfaction of the Responsible Authority. All drainage works shall incorporate appropriate concepts of water sensitive urban design to the satisfaction of the Responsible Authority.
 - (vii) Provision of a vehicle crossing to each lot of a suitable standard.
 - (viii) Car parking layout for each auto court indicating how car parking and vehicular access can be achieved.
 - (ix) Recycling collection points to be nominated for all auto courts.
 - (x) All court heads to allow Council's recycling vehicle to access and egress from the courts head via a three-point turn. Vehicle turning templates shall be shown in support of this.

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Planning Permit PA2004/21 Continued

- (xi) Bollards or other suitable barrier treatments at the end of court heads and along all Council reserves (including drainage reserves) to prevent vehicular access.
- (xii) Provision of street lighting, street furniture and street nameplates.
- (xiii) Provision of crossroad intersections with a roundabout treatment or otherwise so as to prevent/manage through traffic.
- (xiv) All lots to be above the one per cent AEP flood level.
- (xv) Provision of a temporary turning area where any road that terminates at the stage boundary of sufficient size to allow waste management vehicles to complete a three point turn.
- (xvi) A footpath on both sides of the main road entrance from the Melton Highway;
- (xvii) The main north south road from Grandview Crescent to the northern boundary required a footpath either side;
- (xviii) All laneways shall cater for council's waste recycle vehicle and provide for safe access and egress from the lots;
- (xix) Access to the future 1890 square metre multi unit site shall to the satisfaction of the responsible authority.
- (xx) Location of public lighting.
- (xxi) Low Profile splitter islands, centreline marking and RRPM,s shall be provided at the sweeping bends on the main north south internal road to the satisfaction of the Responsible Authority;
- (xxii) The roundabout on the northern east west connector road shall provide for ultra low bus access;
- (xxiii) The development shall provide for connectivity to all existing paths provided to the existing development abutting the east and west boundary of this development to the satisfaction of the Responsible Authority;
- (xxiv) All road pavements shall be designed to provide sufficient space for access and all traffic movements for Council's waste recycle vehicle. In court

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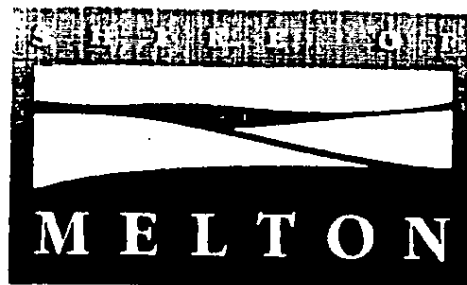
04/02/2005 \$90 173



Date Issued:

5 May 2004

Signature of the
Responsible Authority:



Planning Permit PA2004/21 Continued

heads the waste recycle vehicle shall be able to complete a three-point turn;

(xxv) Suitable separation shall be provided between all parking bays and the abutting property boundary. All parking bays shall be provided as a minimum, barrier kerb along the boundary butting the property;

(xxvi) Pedestrian and combined pedestrian bike paths shall be provided to the satisfaction of the Responsible Authority;

(xxvii) The development shall be provided the following intersection treatments to the satisfaction of the Responsible Authority:

- All through roads at 90 degree bends where another road intersects at the bend shall be provided priority intersection treatments incorporating realignment of minor road and open invert across the intersection shall be provided on;
- All cross road treatments shall be provided a roundabout to the satisfaction of the Responsible Authority;
- All other intersection treatments shall be provided traffic management treatments to the satisfaction of the Responsible Authority. These may include but not limited to, raised pavement threshold treatments, splitter islands, pavement marking and RRPM,s;
- The intersection of the main access road with the Melton Highway including the installation of traffic lights shall be to the satisfaction of VicRoads and the Responsible Authority; and
- A central splitter island shall be provided at the slow point along the north south road between Melfin Drive and Banchory Avenue.

3. Provided appropriate consent is obtained from VicRoads, access and egress for construction vehicles to the site must only occur from Melton Highway to the satisfaction of the responsible authority.

4. The following shall be undertaken to the requirements and satisfaction of the responsible authority prior to the issue of a Statement of Compliance under the Subdivision Act 1988 for the relevant stage of the subdivision hereby permitted:

- a) Subdivision works shall be provided in accordance with the endorsed engineering plans and specifications.
- b) Landscaping must be completed in accordance with the endorsed landscape plan to the satisfaction of the Responsible Authority.

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Date Issued: 5 May 2004

Signature of the
Responsible Authority:



DAD415486J-14-1



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DAD415486J-15-4

Planning Permit PA2004/21 Continued

- c) A fence is to be provided along the shared boundaries between and proposed lots and Council reserves to the satisfaction of, and at no cost to, the Responsible Authority.
- d) The owner must enter into an agreement with the responsible authority under section 173 of the *Planning and Environment Act 1987* which, in addition to the usual machinery provisions provides for the following:
 - (i) The owner must pay a development contribution to Council in the amount of \$3000 for each lot which is intended to be developed for a single dwelling.
 - (ii) The timing of the payment of the development contribution can be staggered on the basis of the proposed staging of the subdivision.
- e) In addition to the development contribution specified above, the owner will:
 - (i) Undertake road works on collector roads as agreed with Council (generally as set out in the letter from Breese Pitt Dixon Pty Ltd to Mr Betts of Stockland Development Pty Ltd dated 9 July 2003) to the value of \$289,000 including land value and Council and consulting fees; and
 - (ii) Undertake landscaping works at Banchory Park in the adjoining Banchory Grove Estate or elsewhere as agreed up to a maximum of \$80,000 in accordance with a landscape plan approved by Council.
- 5. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with that authority's requirements and relevant legislation at the time.
- 6. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of the Act.
- 7. The following must be undertaken to the requirements of Melbourne Water:
 - a) Prior to the issue of a statement of compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
 - b) No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.

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Date Issued: 5 May 2004

Signature of the
Responsible Authority:



AD415486J

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Planning Permit PA2004/21 Continued

- c) Prior to certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
 - d) Prior to certification, a certified survey plan, showing levels reduced to the Australian Height Datum, must be submitted to Melbourne Water to demonstrate that Melbourne Water's conditions have been satisfied.
 - e) Engineering Plans of the subdivision (A1 size) are to be forwarded to Melbourne Water for comment/approval. A Certified Survey Plan may be required following our comments on the engineering drawings.
 - f) Any vehicular and/or pedestrian access must be designed and constructed to comply with the following safety criteria associated with the applicable flood level. (A) Depth of low does not exceed 0.35m; (B) Velocity of flow does not exceed 1.5m/s; (C) The depth x Velocity product does not exceed 0.35sq.m/s.
8. The following must be undertaken to the requirements of Telstra:
- a) Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for provision of Telecommunication Services to each lot created in the subdivision.
 - b) Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
 - c) The plan of subdivision submitted for certification must be referred to Telstra in accordance with Section 8 of the Subdivision Act 1988.
9. The following must be undertaken to the requirements of Country Fire Authority:
- a) Access
 - (i) There must be no obstructions within one metre of the edge of the formed width of roads at any time, and there must be four metres height clearance above all roads to allow for fire vehicle access.
 - (ii) The minimum width of all trafficable roads must be 6 metres.
 - (iii) Adequate provision for turning of fire brigade vehicles must be provided in dead end roads and cul de sacs by either:
 - A court bowl must have a minimum trafficable area of 10 metres radius;

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Date Issued: 5 May 2004

Signature of the
Responsible Authority:



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Planning Permit PA2004/21 Continued

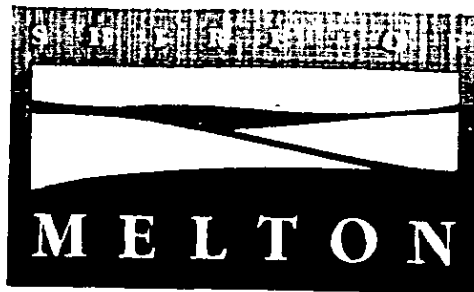
- A "T" head or "Y" head must be provided with a minimum formed road surface of each leg being at least 8 metres length measured from the centre point of the head, and 4 metres trafficable width; or
 - The provision of alternative access approved by CFA.
 - (iv) The amount and location of parking facilities should not impede access of emergency vehicles (Off-street parking is therefore encouraged where possible).
 - (v) Bridges and culverts must comply with the Australian Bridge Design Code 1996 (Austroads) and live load shall be SM1600 Traffic Design Loading.
 - (vi) Road structures should have a minimum load limit of 15 tonnes.
 - (vii) The average grade shall be no greater than 1 in 7 (14.4%), however, a maximum of 1 in 5 (20%) may be allowed for a maximum of 50 metres. Dips should have no more than a 1 in 8 entry and exit angle.
 - (viii) All roads should have a maximum cross fall alignment of 1 in 33 (3%) and a minimum of curves
 - (ix) Curves should have a minimum inner radius of 10 metres.
 - b) **Water Supply**
 - (i) Fire hydrants must be supplied to the satisfaction of the CFA. The hydrants must be located within 120 metres of the outer edge of every building envelope with the spacing between hydrants being a maximum of 200 metres.
 - (ii) Fire hydrants must be clearly identified in accordance with the fire service Guideline – Identification of Street Hydrants for Fire Fighting Purposes.
 - c) **Protective Features**
 - (i) Areas of Public Open Space must be managed in minimum fuel condition during the fire danger period.
10. The following must be undertaken to the requirements of Melbourne Airport:
- a) Any future buildings on lots within the Airport Environs Overlay must be designed and constructed so as to comply with any noise attenuation measures required by Section 3 of AS2021

Page 8 of 10

Date Issued: 5 May 2004

Signature of the
Responsible Authority:

A handwritten signature in black ink, appearing to be "J. M. L.", written over a horizontal line.



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Planning Permit PA2004/21 Continued

11. The following shall be undertaken to the requirements of City West Water:
- a) It is essential that the owner of the land enters into an agreement with City West Water for the provision of water supply.
 - b) It is essential the owner of the subject land enters into an agreement with City West Water for the provision of sewerage.
12. This permit will expire if either:
- a) A plan/s of subdivision is/are not certified under the Subdivision Act 1988 for all lots in the subdivision hereby permitted within five years of the date of this permit; or
 - b) A Statement of Compliance is not issued under the Subdivision Act 1988 for the plan of subdivision containing the final lot in the subdivision within 5 years of the date of certification of this final plan of subdivision.

NOTE:



DAD415486J-18-5

A. Permit Expiry

In the event that this permit expires or the subject land is proposed to be used or developed for purposes different from those for which this permit is granted, there is no guarantee that a new permit will be granted and if a new permit is granted then the permit conditions may vary from those included on this permit having regard to changes that might occur to circumstances, the planning scheme or policy

B. Occupational Health & Safety

It is the responsibility of the developer to ensure that all worksites are operated in accordance with OH&S requirements to protect the safety of all employees and the public. All construction sites are to be identified, controlled and maintained to prevent unauthorised access by the public.

C. Traffic Control

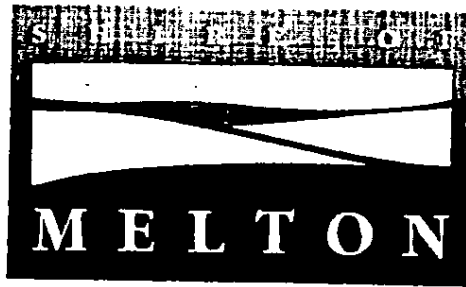
A "Memorandum of Consent for Major Traffic Control Items at Road Worksites" is required to be submitted to Council for approval prior to commencement of works in accordance with Part 4 of the VicRoads Worksite Traffic Management Code of Practice.

D. Traffic Management Plans

Page 9 of 10

Date Issued: 5 May 2004

Signature of the
Responsible Authority:



Planning Permit PA2004/21 Continued

Traffic management plans are required to be submitted to Council for approval for all works within Council local road reserves and/or road reserves accessible to the public. Furthermore, traffic management plans are required to be updated to reflect the ongoing status of the worksite.

E. Filled Lots

The holder of this permit must ensure that wherever approved engineering construction plans for roadworks and drainage show filling exceeding 400mm compacted depth (at finished surface level) within that portion of any lot created by the subdivision likely to be used for buildings. The existence of such filling must be made fully clear and known to any prospective purchaser of the relevant lot, also that information contained on the approved engineering construction plan for roadworks and drainage regarding filling on any residential lot must be referred to (where applicable) when completing a Statement pursuant to Section 32 of the Transfer of Land Act.

F. Melbourne Airport Corporation

The land is subject to aircraft noise exposure associated with Melbourne Airport and is located between the 20 to 25 ANEF noise contours. Table 2.1 to AS2021 states that, 'Within the 20 ANEF to 25 ANEF some people may find that the land is not compatible with residential or educational uses.'

G. Melbourne Water

The Best Practice Environmental Management Guidelines for Urban Stormwater (The Stormwater Committee, 1999) may be used as a guide when developing site controls to minimise sediment laden runoff and stormwater pollution during construction. Section 6.3 titled Construction Activity, of these guidelines provides a useful checklist to develop a site management plan.

This permit was amended on 15 June 2004 by the:

- ***Deletion of condition 2(a)(i), 2(j)(iii)***
- ***Alteration of condition 2(a)(ii), 2(c), 2(j)(vii), 2(j)(xx), 2(j)(xxvi), 3, 4(d)(ii), 10(a).***
- ***The Subsequent renumbering of the remaining conditions***





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 11/11/2024 04:50:19 PM

OWNERS CORPORATION 1
PLAN NO. PS741469L

The land in PS741469L is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 29.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MELCORP STRATA 477 SWANSTON STREET MELBOURNE VIC 3000

AQ571600B 20/12/2017

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC034507X 11/04/2017

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	37	37
Lot 2	36	36
Lot 3	36	36
Lot 4	36	36
Lot 5	36	36
Lot 6	36	36



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/11/2024 04:50:19 PM

OWNERS CORPORATION 1
PLAN NO. PS741469L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	36	36
Lot 8	36	36
Lot 9	36	36
Lot 10	36	36
Lot 11	37	37
Lot 12	36	36
Lot 13	36	36
Lot 14	37	37
Lot 15	28	28
Lot 16	28	28
Lot 17	28	28
Lot 18	36	36
Lot 19	36	36
Lot 20	36	36
Lot 21	36	36
Lot 22	28	28
Lot 23	28	28
Lot 24	28	28
Lot 25	36	36
Lot 26	36	36
Lot 27	36	36
Lot 28	36	36
Lot 29	37	37
Total	1000.00	1000.00

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.

LAND INFORMATION CERTIFICATE

Section 121(1) Local Government Act, 2020.

Rates and Charges for period 1 July 2024 to 30 June 2025

Issue date: 14/11/2024

Your Reference: 74885659-019-0

Rate updates (03) 9747 7333

Assessment Number: 684274

Certificate No: 128250

Applicant:

Landata
DX 250639
MELBOURNE 3000

Property Location: 4/10 Domain Drive HILLSIDE 3037

Title: LOT: 24 PS: 741469L V/F: 11868/979

Ward: HILLTOP

AVPCC: 120 Single Strata Unit/Villa Unit/Townhouse

Capital Improved Value: \$460,000 Site Value: \$50,000 Net Annual Value: \$23,000

Effective Date: 01/07/2024 Base Date: 01/01/2024

1. RATES CHARGES AND OTHER MONIES:

General Rate Date Levied 01/07/2024	\$1,015.63
Municipal Charge Date Levied 01/07/2024	\$164.00
Waste Service F Date Levied 01/07/2024	\$300.00
Residential FSPL Fixed Charge Date Levied 01/07/2024	\$132.00
Residential FSPL Variable Charge Date Levied 01/07/2024	\$40.02
Current Rates Levied:	\$1,651.65
Rate Arrears to 30/06/2024:	\$1,286.80
Interest to 28/10/2024:	\$43.91
Other Monies:	\$0.00
Less Rebates*:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00
Rates & Charges Due:	\$2,982.36
Additional Monies Owed:	
Total Due:	\$2,982.36

Council strongly recommends that an update be sought prior to settlement as interest accrues daily at 10% p.a.

Interest will be charged on outstanding amounts after the due dates as set below;

30 September, 30 November, 28 February and 31 May

*If there is a Rebate amount of -\$399.50 it is a Pension Rebate and should be adjusted for the vendor. Any other Rebate amount please contact Council for adjustments.

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

2. OTHER INFORMATION:

A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)



A vibrant, safe and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337

ABN 22 862 073 889

03 9747 7200
csu@melton.vic.gov.au
melton.vic.gov.au
cityofmelton

Assessment Number: 684274

Certificate Number: 128250

3. SPECIFIED FLOOD LEVEL:

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 1994 should be directed to the Melton City Council's Building Section on 9747 7275.

4. SPECIAL NOTES:

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, 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.

5. IMPORTANT INFORMATION:

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a Local Law of the Council.

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.

6. NOTICE OF ACQUISITIONS:

Electronic copies of Notice of Acquisitions can be emailed to revenue@melton.vic.gov.au

In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

7. SETTLEMENT PAYMENT VIA BPAY:



Biller code 747998

Reference Number 684274

Min payment \$25

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

Received the sum of \$29.70 being the fee for this certificate.



Authorised Officer

Property Clearance Certificate

Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/2997JK
Certificate No:	80691671
Issue Date:	11 NOV 2024
Enquiries:	ESYSPROD

Land Address: UNIT 4, 10 DOMAIN DRIVE HILLSIDE (GREATER MELBOURNE) VIC 3037

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43903883	24	741469	11868	979	\$0.00

Vendor: KRZYSZTOF ROZIEL
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR KRZYSTOF ROZIEL	2024	\$50,000	\$0.00	\$0.00	\$0.00


Comments:

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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:	\$470,000
SITE VALUE:	\$50,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 80691671

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$50,000

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

Land Tax - Payment Options

BPAY



Bill Code: 5249
Ref: 80691671

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: 80691671

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/2997JK
Certificate No:	80691671
Issue Date:	11 NOV 2024
Enquires:	ESYSPROD

Land Address: UNIT 4, 10 DOMAIN DRIVE HILLSIDE (GREATER MELBOURNE) VIC 3037					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
43903883	24	741469	11868	979	\$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:	\$470,000
SITE VALUE:	\$50,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80691671

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/2997JK
Certificate No:	80691671
Issue Date:	11 NOV 2024

Land Address: UNIT 4, 10 DOMAIN DRIVE HILLSIDE (GREATER MELBOURNE) VIC 3037

Lot	Plan	Volume	Folio
24	741469	11868	979

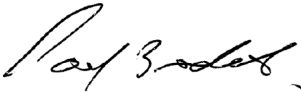
Vendor: KRZYSZTOF ROZIEL
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00


Paul Broderick
Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 80691671

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 80691678

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: 80691678

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1087304

APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-
INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

VENDOR

ROZIEL, KRZYSZTOF

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

396012

This certificate is issued for:

LOT CM1 PLAN PS741469, LOT 24 PLAN PS741469 ALSO KNOWN AS 4/10 DOMAIN DRIVE HILLSIDE
MELTON CITY

The land is covered by the:

MELTON PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

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

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

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

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

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

LANDATA®

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

11 November 2024

Sonya Kilkeny
Minister for Planning

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 11th November 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 4 10 DOMAIN DRIVE, HILLSDALE 3037
CITY OF MELTON

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

Date of issue: 11th November 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74885659 - 74885659164844 '396012'

Information Statement Certificate

Reference number

74885659-029-9

Date of issue

20/11/2024

Total amount

\$864.35

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 30 June 2025, as well as any relevant orders, notices and encumbrances applicable to the property, described hereafter.

Service address U 4/10 DOMAIN DR, HILLSIDE (GREATER MELBOURNE), VIC, 3037

Property number 2942540000

Title(s) /PS741469

Comments

Payment options

Greater Western Water ABN 70 066 902 467



BPAY
Biller code: **8789**
Ref: 83184010006
Go to bpay.com.au



Australia Post
Billpay code: **0362**
Ref: 083184010001
Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app

Network Charge Type	Annual Charge 01/07/2024 - 30/06/2025	Billing Frequency	Outstanding Amount
WATERWAYS & DRAINAGE CHARGE	122.09	Quarterly	122.09
PARKS CHARGE	87.19	Quarterly	87.19
WATER NETWORK CHARGE	220.28	Quarterly	220.28
SEWERAGE NETWORK CHARGE	287.07	Quarterly	287.07
RECYCLED WATER NETWORK CHARGE	N/A	Quarterly	N/A
FIRE SERVICES CHARGE	N/A	Quarterly	N/A
TOTAL	716.63		716.63

Network charges owing to 30/06/2024	\$147.72
Network charges owing for this financial year	\$716.63
Volumetric charges owing	\$0.00
Adjustments	\$0.00
BALANCE including unbilled network charges	\$ 864.35

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 or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licensed for re-use under Creative Commons License. Please refer to <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.

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 contact Greater Western Water prior to settlement on 13 44 99 for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Authorized Officer,

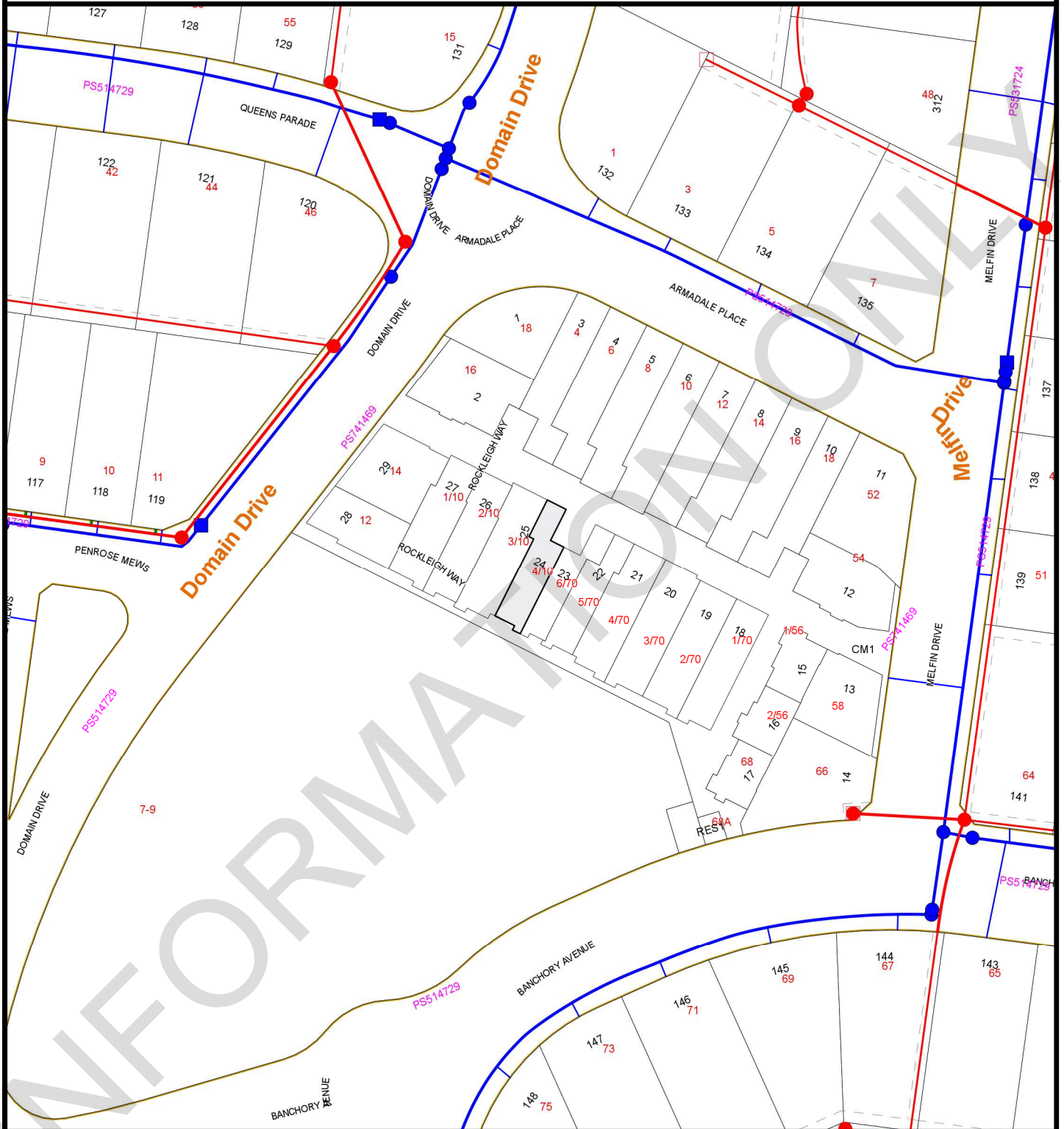


Rohan Charrett
General Manager, Customer Service
Greater Western Water Corporation

INFORMATION STATEMENT PLOT

Address : **UNIT 4/10 DOMAIN DRIVE HILLSIDE VIC 3037**

Reference : **PID000452492**



Scale 1:1000
Printed on : 20/11/2024

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



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

— Water Potable
— Water Recycled
— Sewer Main
— Abandoned Main

● Maintenance Shaft
□ Inspection Shaft
● Node / Valve
■ Hydrant



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.

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 27 November 2024 10:19 AM

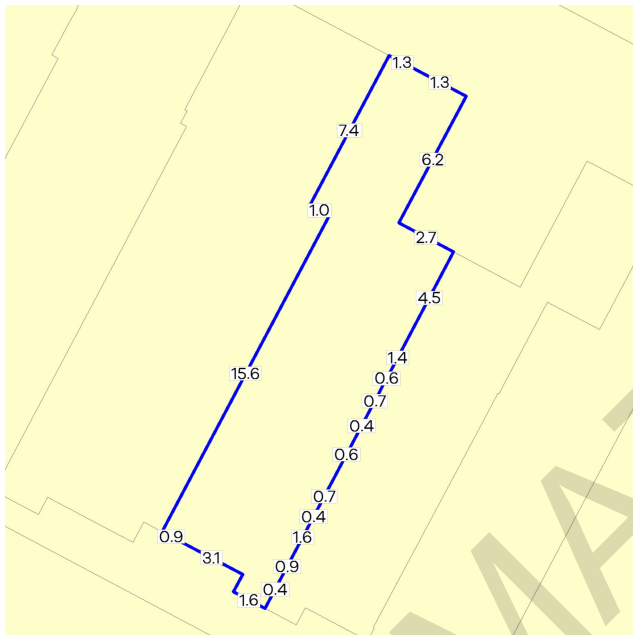
PROPERTY DETAILS

Address: **4/10 DOMAIN DRIVE HILLSIDE (GREATER MELBOURNE) 3037**
Lot and Plan Number: **Lot 24 PS741469**
Standard Parcel Identifier (SPI): **24\PS741469**
Local Government Area (Council): **MELTON**
Council Property Number: **684274**
Directory Reference: **Melway 354 H10**

www.melton.vic.gov.au

SITE DIMENSIONS

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



Area: 118 sq. m

Perimeter: 60 m

For this property:

— Site boundaries

— Road frontages

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

23 overlapping dimension labels are not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SYDENHAM**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



Selected Property

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 27 November 2024 10:19 AM

PROPERTY DETAILS

Address: **4/10 DOMAIN DRIVE HILLSIDE (GREATER MELBOURNE) 3037**
Lot and Plan Number: **Lot 24 PS741469**
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Council Property Number: **684274**
Planning Scheme: **Melton**
Directory Reference: **Melway 354 H10**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SYDENHAM**

OTHER

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

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



Planning Overlays

No planning overlay found

Further Planning Information

Planning scheme data last updated on 20 November 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 abut 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 \(environment.vic.gov.au\)](#)

Owners Corporation Certificate

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

Owners Corporation

Owners Corporation Plan No. 741469L

Address

10 Domain Drive, HILLSIDE

This Certificate is issued for Lot

Lot 24 on Plan of Subdivision No. 741469L

Applicant for the Certificate

Melbourne Real Estate Conveyancing

Date that the application was received

20/11/2024

Important:

The information in this Certificate is issued on 20/11/2024.

You can inspect the Owners Corporations register for additional information and you should obtain a new Certificate for current information prior to settlement.

1.	The current quarterly fees are detailed below and any future fees are identified in the attached Annual General Meeting Minutes.		
	\$191.80 (01/02/2023 - 30/04/2023) - Payment not received \$181.36 (01/05/2023 - 31/07/2023) - Payment not received \$181.36 (01/08/2023 - 31/10/2023) - Payment not received \$181.36 (01/11/2023 - 31/01/2024) - Payment not received \$181.96 (01/02/2024 - 30/04/2024) - Payment not received \$181.36 (01/05/2024 - 31/07/2024) - Payment not received \$218.89 (01/08/2024 - 31/10/2024) - Payment not received \$218.89 (01/11/2024 - 31/01/2025) - Payment not received \$218.89 (01/02/2025 - 30/04/2025) - Payment not yet due		
2.	The date to which the fees for the Lot have been paid up to is:		
	31/01/2023		
3.	The total of any unpaid fees or charges or any amounts in credit for the Lot are:		
	Admin & Maint Arrears	Penalty Interest	Total Unpaid
	\$1,800.01	\$0.00	\$1,800.01
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:		
	Due date	Amount	Details
	17/05/2024	\$448.00	Special Levy - Insurance Premium

Please Pay any Unpaid Fees using below details:



DEFT
PAYMENT SYSTEMS



Biller Code: 96503

Total Due: \$1,800.01

Ref: 203691563 157796

*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:
	None to the knowledge of the Owners Corporation as at 20/11/2024.
6.	The Owners Corporation has the following insurance cover:
	Please see attached Certificate of Currency.
7.	Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:
	No.
8.	The total funds held by the Owners Corporation:
	Please see attached current Balance Sheet.
9.	Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	A Special Levy may be raised for all/any Occupational Health & Safety and Essential Safety Services compliance requirements, and in accordance with delegation resolution/s passed at the Annual General Meeting.
10.	Are there any current contracts, leases, licenses or agreements affecting the common property. If so, then provide details:
	<p>The Owners Corporation has entered into the following arrangements:</p> <ul style="list-style-type: none"> • Owners Corporation Management - Melcorp Strata • Garden Maintenance - Grounds Keeper • Stormwater Pumps - All Purpose Pumps
11.	Are there any current agreements to provide services to Lot Owners, occupiers or the public? If so, then provide details:
	None to the knowledge of the Owners Corporation as at 20/11/2024.
12.	Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied are? If so, then provide details:
	None to the knowledge of the Owners Corporation as at 20/11/2024.
13.	Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	There are no legal proceedings known as at 20/11/2024 to which the Owners Corporation is a party.
14.	Has the Owners Corporation appointed or resolved to appoint a manager? If so, then provide details:
	Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000
15.	Has an administrator has been appointed for the Owners Corporation, or has been a proposal for the appointment of an administrator?
	No administrator has been appointed.

16.	Documents required to be attached to the Owners Corporation Certificate are:
	<ul style="list-style-type: none"> • A copy of the most recent Annual General Meeting minutes • A copy of the current Certificate of Currency • A copy of the current Balance Sheet • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "<i>Statement of advice and information for prospective purchasers and Lot owners</i>"
17.	<p>More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:</p> <p>Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000 info@melcorpstrata.com.au</p> <p>The information in this Certificate is correct to the best of the manager's knowledge at the date it is given. The information in this Certificate is subject to change without notice.</p> <p>Pursuant to section 135(1) of <i>Owners Corporations Act 2006</i>, 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 the service of notices and any changes to it as soon as possible.</p> <p>Please note: Payments made at Australia Post and by cheque will incur a \$2.75 DEFT processing fee.</p>

This Owners Corporation Certificate was prepared by:

Postal address

Melcorp Strata Pty Ltd
17/501 Swanston Street
Melbourne VIC 3000
info@melcorpstrata.com.au

Signature



Print name

Jasmine Garoni

(name of management company if relevant) as delegate of the
Owners Corporation

Melcorp Strata Pty Ltd

The common seal of Owners Corporation number was affixed in
accordance with section 20 of the *Owners Corporations Act 2006*



Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

OWNERS CORPORATION RULES

OWNERS CORPORATION

PS 741469L 12-18 Domain Drive, Hillside VIC 3037

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PART A - MODEL RULES

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(a) Except with the approval in writing of the Owners Corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(b) This rule does not apply to—

- (i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

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

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

(c) Sub-rule (b) does not apply if the concession or rebate—

(i) 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

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

3 Use of common property

3.1 Use of common property

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

(b) 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.

(c) An approval under sub-rule (b) may state a period for which the approval is granted.

(d) 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.

(e) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under sub-rule (d) must remove that animal.

(f) Sub-rules (d) and (e) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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

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

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

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

3.3 Damage to common property

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

(b) 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.

(c) An approval under sub-rule (a) or (b) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(d) 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.

(e) The owner or person referred to in sub-rule (d) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

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

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

(a) 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.

(b) Sub-rule (a) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

6 Dispute resolution

6.1 The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the Owners Corporation.

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

6.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

6.4 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.

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

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

6.7 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.

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

PART B - ADDITIONAL RULES

1 Definitions

Act means the Owners Corporation Act 2006 and all regulations made under that Act.

Authority includes any government or public, governmental, semi-government, local governmental, administrative, fiscal, statutory or judicial body, department, commission, tribunal, agency, entity or authority and includes a Minister of the Crown (in any right), the Responsible Authority and any person, body, department, commission, tribunal, agency, entity or authority exercising a power pursuant to any statute or regulation.

Building means all buildings, structures or improvements comprised in the Development.

Committee means a committee of the Owners Corporation members appointed by the Owners Corporation in accordance with the Act.

Common Property means all Common Property described on the Plan.

Development means the land and improvements in the Plan, **S 741469L 12-18 Domain Drive, Hillside VIC 3037** (street addresses include 10-18 Domain Drive, 4-18 Armadale Place, 52-58 Melfin Drive, 66-70 Banchory Avenue)

Essential Services Manual means the Essential Safety Measures Maintenance Manual (4th Edition) produced by the Building Commission, as updated from time to time.

Guest means a guest, invitee, customer, visitor, patron or supplier of a Member or Occupier.

Manager means the company for the time being appointed by the Owners Corporation as its Owners Corporation Manager, or if no person is for that time being appointed, the secretary of the Owners Corporation.

Member means the registered proprietor of a Lot on the Plan.

Occupant Warning System means the evacuation alert tone notifying occupants of the Building in the event of an emergency.

Occupier means any person legally entitled to occupy or use a Lot on the Plan.

Owners Corporation means the Owners Corporation created on registration of the Plan.

Plan means Plan of Subdivision No. **PS 741469L**

Rule means a reference to one or more of these Additional Rules of the Owners Corporation made in accordance with the Act (as they may be amended in accordance with the Act).

Unit or Lots means a Lot or Lots on the Plan.

2 Interpretation

2.1 At any and all places in these Rules where it refers to Owners Corporation it may also mean a Committee or an Owners Corporation Manager that have been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the Rules contained here.

2.2 Any obligation of a Member under these Rules includes an obligation of that Member to ensure that an Occupier or Guest of that Member's Lot is also bound by that obligation.

3 Use

3.3 A Member must not:

- (a) use the Common Property or permit the Common Property to be used in a manner which unreasonably interferes with or prevents its use by other Members or Occupiers or their Guests, or interferes with the smooth running of the Common Property by the Owners Corporation;
- (b) use any of the Common Property for any purpose other than specified by the Owners Corporation and all such use shall be in a thoughtful manner and with due and proper care and in accordance with posted regulations;
- (c) use or permit a Lot to be used for any purpose which may be illegal or injurious to the reputation of the Development (including as a massage parlour or brothel) or which may cause a nuisance or hazard to any other Member or Occupier or their Guests;
- (d) use or permit to be used the Building for any purpose other than in accordance with the directions of the Owners Corporation. A Member must comply with all directions of the Owners Corporation promptly and at all times comply with the Rules of use of the Building as set by the Owners Corporation from time to time;
- (e) commit, perform, cause or carry out any act on any Lot or on the Common Property in breach of any Act of Parliament or any regulation, permit, by-law or order made by any Authority authorised by law to make such regulation, by-law or order or issue such permits;
- (f) smoke or permit smoking in the Common Property including any Common barbeque area;
- (g) use or permit to be used in any Lot any machine, equipment or instrument which may cause interference with wireless or television reception unless such machine, equipment or instrument is effectively fitted with a device to prevent such interference;
- (h) invalidate, suspend, prejudice or render void or voidable or increase the cost of the insurance of the Building or public liability insurance for the Common Property. The amount of any increase in premium must be paid by the Member responsible for that increase, for the period of the increase;
- (i) feed birds or animals from window sills of a Lot or the Common Property;

(j) hold or allow to be held any public auction on or near the Common Property without the prior written approval of the Owners Corporation;

(k) do or permit anything which might cause structural damage to the Development including, without limitation, bringing any heavy article onto the Development without the consent of the Owners Corporation;

(l) interfere with any personal property vested in the Owners Corporation;

(m) install or permit to be installed any safe on any Lot, unless the Member obtains the prior written consent of the Owners Corporation, which costs (including costs of any consultant's reports or other costs, incurred in relation to the consideration of the request) must be paid for by the Member;

(n) conduct a business out of or use any Lot for the conduct of a business including that of a serviced apartment; or

(o) interfere, alter or disconnect in anyway any building services infrastructure or services within any Common Property.

4 Vehicles, Driveways and Car Parking Use

4.4 A Member must not:

(a) park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to a Lot, or park other than in a parking area specified for that purpose by the Owners Corporation. In circumstances of a breach, the Owners Corporation has the right to remove offending vehicles with no prior notice, should it be deemed an emergency, from Common Property only and re-coup all associated costs from the offending Member;

(b) permit a Guest to his or her Lot to use those spaces allocated for Guests parking (if any) for more than 6 hours without special permission from the Owners Corporation;

(c) permit or store any items or materials other than a registered roadworthy motor vehicle in any parking Lot or area;

(d) enclose any parking Lot;

(e) install a storage cage in any parking Lot; or

(f) allow the leakage of any oil, petrol or other substances from any car or self propelled motor vehicle or any item on or from the Lot or on or from the Common Property and, if such leakage occurs, must promptly clean and make good any mess or damage on the Lot or the Common Property. If the Member fails to promptly comply with this Rule, the Owners Corporation may give the Member not less than 14 days prior written notice of its intention to rectify the breach, unless the extent or location of the leakage may, in the reasonable opinion of the Owners Corporation, cause danger to persons or property, in which case no notice is required.

(g) exceed the posted speed limit of 10kms per hour. The Member must ensure Occupants and Guests comply with posted speed limits.

4.5 A Member must not:

- (a) permit the use of bicycle, roller blades, skate boards, roller skates, motor scooters, scooters, ball games or the like in the Common Property;
- (b) use any car park Lot or space otherwise than for the purpose of parking a motor vehicle or motor cycle or bicycle (and then only in such manner that is fair and reasonable), or permit mechanical repairs (except of an emergency nature) to be performed on any vehicle;
- (c) park any vehicle in any space or driveway, except in the space as shown on title as belonging to the relevant Lot;
- (d) interfere with the operation, function or control of the electronic automatic doors and/or gates;
- (e) obstruct any easement giving access to a Lot or to the Common Property;
- (f) wash any vehicle in the Common Property or car park Lot or driveway;
- (g) damage, deface or obstruct entrances, passages, stairways, lifts, landings, driveways, pathways or any other part of the Common Property;
- (h) allow children to play in the Common Property, car park Lot or area or other areas of possible danger or hazard;
- (i) allow heavy vehicles on the Common Property; or
- (j) use the fire escape stairwells other than for emergency purposes only.

5 Noise

5.7 A Member must not:

- (a) create or permit on the Member's Lot any noise, vibrations or odours likely to interfere with the peaceful enjoyment of another Member or Occupier;
- (b) make or permit to be made noise from music or machinery which may be heard outside the Member's Lot between the hours of 10.00pm and 8.00am;
- (c) use washing machines, vacuum cleaners, tumble dryers and dishwashers between the hours of 10.00pm and 8.00am; or
- (d) make or permit to be made any undue noise in or about the Common Property or a Lot.

6 Pets and Animals

6.1 A Member:

- (a) must not keep or permit to be kept any domestic animal or pet on a Lot unless the Owners Corporation in its discretion (acting reasonably) gives permission in writing on such terms as the Owners Corporation may impose and such permission may be revoked by the Owners Corporation at any time without assigning any reason. All requests are required to be put in writing to the Owners Corporation;
- (b) must ensure that any animal belonging to the Member does not vomit, urinate or defecate on any Common Property and must immediately clean any vomit, urine or faeces and any other mess or untidiness caused by the animal, including without limitation, footprints; or

(c) must ensure that any animal belonging to the Member must be kept on a lead or carried in a cage whilst on the Common Property and must not be located on or over the Common Property for longer than is reasonably necessary.

6.2 The Owners Corporation may resolve to have a pet/animal which is:

- (a) a danger to persons or property; or
- (b) offensive or causing undue noise or nuisance, removed from the Development.

6.3 A Member must comply with any notice given by the Owners Corporation in relation to the abatement of any nuisance or removal of any pet/animal belonging to the Member.

7 Fire Control

7.1 A Member must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape at any time;

7.2 The Owners Corporation or a Member appointed by the Owners Corporation must, in respect of the Development or the Lot, as appropriate:

- (a) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Development or the Lot;
- (b) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the Lot to the satisfaction of all relevant governmental agencies;
- (c) take all reasonable steps to ensure compliance with fire laws in respect of the Development or the Lot;
- (d) not interfere or activate any fire protection services in the Common Property or Building including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of an emergency. The Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the Member for breach of this Rule;
- (e) ensure that integrated testing of the fire protection system to validate the required fire mode arrangements should be undertaken on an annual basis by a qualified professional. As such testing will cause some disruption to the Building occupants, the Owners Corporation must provide written notification to all Building occupants no less than 5 days from the date of the proposed works; and
- (f) perform all required testing, maintenance and upkeep as required by law, any occupancy permit for the Building, the Essential Services Manual or any other Building maintenance manual as may be required.

7.3 A Member must not store on the Lot, any flammable chemical, liquid, gas or other material other than a domestic gas bottle suitable for barbecues, provided that the gas bottle is no larger than a 9kg bottle filled with 8.5kg of gas by weight and there is no more than one such gas bottle on the Lot at any time or as otherwise directed by the Owners Corporation from time to time;

8 Air-Conditioning and Heating

8.1 Subject to Rule 8.2, a Member must not install, maintain and operate an air-conditioning or heating unit to service the Lot without the prior written approval of the Owners Corporation.

8.2 No units will be considered where:

- (a) any part of the equipment whatsoever will be visible from outside a Lot, either from within or outside the Building (including balconies); or
- (b) where there may be the emission of noise, vibrations or odours which, in the Owners Corporation opinion, interferes with the quiet use and enjoyment of the Common Property or other Lots.

9 Signage / Advertising

9.1 A Member must not:

- (a) display any placard, advertisement or sign on the Common Property or their Lot (if visible from the exterior of the Lot) except as required by law;
- (b) place signage promoting the sale of any Lot on any surface in the Building or Development; or
- (c) use a Lot or the Common Property for the making of any public announcement, unless it has the prior written consent of the Owners Corporation.

10 Mail

10.1 A Member must clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or any other objects whether solicited or not and must arrange for all such required clearance by other persons should a Member be absent for any reason for any period of more than one night notwithstanding that this requirement may be waived entirely or otherwise amended by the Owners Corporation provided that any such waiver or amendment is obtained from the Owners Corporation in writing not less than 7 days prior to the date or dates for which such waiver is required.

11 Special Rights for the Developer

11.1 For a period of 18 months from the date of the first meeting of the Owners Corporation, nothing in these Rules will prevent or hinder the Developer from completing construction and/or improvements on the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing and sale of the other Lots;
- (b) place anywhere on the Common Property signs and other materials relating to the sale and/or lease of Lots;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale of a Lot; and

(d) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works.

12 Building Works

12.1 A Member or Occupier of a Lot must not undertake any building works within or about or relating to a Member's Lot except in accordance with the following requirements:

(a) such building works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies of which have been given to the Owners Corporation not less than 21 days prior to commencement of the building works and then strictly in accordance with those permits, approvals and consents and any conditions thereof;

(b) such building works must be undertaken in a reasonable manner so as to minimise to a reasonable level any nuisance, annoyance, disturbance and inconvenience from building operations to other Members and Occupiers; and

(c) such building works must not be undertaken before 8.00am or after 5.00pm weekdays (or other times as specified by the Owners Corporation from time to time), nor at anytime during weekends or public holidays.

12.2 The Member must not proceed with any such works until the Member or Occupier:

(a) submits to the Owners Corporation plans and specifications of any works proposed by the Member, which plans and specifications must not affect the external appearance of the Building or any of the Common Property or the Building structure or services or the fire or acoustic ratings of any component of the Building;

(b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall enable the Owners Corporation to be satisfied that those proposed works accord with the aesthetics of the Building and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;

(c) receives written approval for those works from the Owners Corporation, which may be given subject to the condition that the reasonable costs of the Owners Corporation (which costs may include the costs of a building surveyor, structural or service engineers, architects or other similar consultants engaged by the Owners Corporation to consider such plans and specifications) will be paid by the Member and such approval will not be effective until such costs have been paid;

(d) pays such reasonable costs to the Owners Corporation; and

(e) pays the legal costs of the Owners Corporation at the greater of a solicitor/own client basis and a full indemnity basis. 12.3 The Member must ensure that the Member and the Member's servants, agents and contractors undertaking such works:

(a) comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of Common Property and on-site management and building protection and hours of work; and

(b) that such servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services in the Common Property, which must be immediately cleaned and made good (or the costs of such cleaning or make good to be paid to the Owners Corporation within 7 days of a request to do so).

12.4 The Manager may, in its absolute discretion require the Member to provide a security deposit or bond in relation to the costs of cleaning and/or make good caused by the works.

13 Balconies, Patios, Garden Areas and any Exterior Building Surfaces and External Appearance

13.1 A Member must not:

(a) permit any bicycle to be stored on balconies or terraces within a Lot or in any area other than in the areas of the Common Property that may be designated by the Owners Corporation for such purpose from time to time and subject to terms and conditions set out in writing by the Owners Corporation;

(b) install any flywire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so by the Owners Corporation;

(c) keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition or that are offensive in appearance to other Members or Occupiers. Any plant must not extend beyond the boundary of any Lot or obstruct views from another Lot or interfere with the use and enjoyment of other Lots and must ensure that the plants are properly maintained and securely fixed or tethered and refrain from watering the plants and the soil in such pots in such a way that water may escape onto the Lot, Common Property or other Lots;

(d) construct or erect any structures of any nature on any terrace, patio or balcony if they are of a weight that might adversely affect the terrace patio or balcony without first obtaining the written consent of the Owners Corporation and complying with all laws;

(e) construct or erect any outside wireless, television aerial, satellite dish or receiver, security device or similar equipment without the prior written consent of the Owners Corporation;

(f) allow any part of the Lot including any balcony, car park or storage area to become unkept, unsightly, untidy, unclean or not properly maintained so that it detracts from the amenity or appearance of the Building, nor place or have any washing, towel, bedding, clothing or other article so as to be visible from the Common Property or outside the Building (except in places expressly provided for that purpose);

(g) maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;

(h) without the prior written consent of the Owners Corporation and then only on the terms and subject to the conditions specified in that consent:

(i) erect a wrought iron door or security door;

(ii) fit any canvas blind curtain or other awning on the outside of any window which is any colour or design other than a colour or design approved by the Owners Corporation;

(iii) make or permit to be made any structural alterations or additions to the interior of a Lot, or

- (iv) make alterations to the painting or the decorating of the exterior of a Lot;
- (v) alter the exterior walls, glass walls, balustrades or windows of the Lot;
- (vi) maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lots is not in keeping with the rest of the Building;
- (vii) install or permit to be installed bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot;
- (i) operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building;
- (j) install or operate or permit to be installed or operated any intruder alarm which emits an audible signal;
- (k) allow any glazed, tinted or treated portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the intention or effect of changing the visual characteristics of the glazing and must maintain any glaze, tint or treatment to the Lot.

14 Compliance with Rules and Rules of Use:

14.1 If a Member allows another person to occupy any part of their Lot (for example, under a lease or license) the Member must;

- (a) provide that person with an up-to-date copy of these Rules;
- (b) ensure that person and their Guests comply at all times with these Rules; and
- (c) If they do not comply with these Rules, take all action available to the Member to make them comply.

14.2 A Member must comply with all directions and Rules of use set by the Owners Corporation from time to time and use best endeavours to ensure that any Occupier or Guest of that Member's Lot, complies with all such directions and Rules of use. A breach of any directions or Rules of use will constitute a breach of these Rules.

14.3 The Member must pay, within 7 days of notice from the Owners Corporation, the costs incurred by the Owners Corporation in relation to:

- (a) remedying any breach of these Rules; and
- (b) any damage caused by any breach of these Rules, by the Member or an Occupier or Guest of the Member's Lot, licensee, invitee or contractor of the Member.

14.4 In the instance that a Member has breached or failed to comply with a Rule requiring a Member to do anything to a Lot, Common Property or land affected by the Owners Corporation, the Owners Corporation may:

- (a) take all necessary action to rectify the Member's breach, the cost of which shall be at the Members expense; and

(b) do anything necessary on the Member's Lot, Common Property or land affected by the Owners Corporation that should have been done by the Member but which was not or which in the opinion of the Owners Corporation was not done properly and the cost of which shall be at the Member's expense.

14.5 The Owners Corporation must provide written notice specifying when it will enter the Lot to do the works and the Member must:

(a) provide the Owners Corporation with access to the Member's Lot in accordance with the written notice at the Member's expense; and

(b) pay the Owners Corporation for its cost of completing the works.

14.6 The Owners Corporation reserves the right to recover any costs the Member owes it pursuant to these Rules as a debt.

15 Common Property

15.1 A Member must not:

(a) remove any item or equipment that is the property of the Owners Corporation from any Common Property;

(b) enter any building services room or area;

(c) store or permit to be stored on any part of the Common Property any materials or goods or place any television or wireless aerial or hot water storage tank on the Common Property unless the Owners Corporation first consents in writing and then only on the terms and subject to the conditions as specified in that consent;

(d) damage any property owned by the Owners Corporation;

(e) use the Common Property or permit it to be used in a manner that is likely to cause damage or deterioration to the Common Property;

(f) damage or interfere with the use or enjoyment of, or obstruct or permit to be damaged or obstructed any entrance, passage, stairway, lift, entrance, lobby, landing, driveway, pathway or any other part of the Common Property or use the same for any purpose other than the purpose for which they are provided;

(g) obstruct any stairway, access point, fire stair or any other element of the Common Property; and

(h) use any of the Common Property recreational facilities for any purpose other than specified by the Owners Corporation and all such use shall be in a thoughtful manner and with due and proper care and in accordance with posted regulations.

15.2 A Member, Occupier or Guest must be in appropriate attire at all times in the Common Property.

15.3 Any persons under the age of 16 must be accompanied by an adult at all times whilst in the Common Property.

15.4 Guests must be accompanied by the Member or Occupier at all times.

15.5 All users of the Common Property must do so at their own risk.

15.6 The following items are not permitted in the Common Property:

- (a) alcohol;
- (b) amplified music;
- (c) glass objects;
- (d) drinking glasses; or
- (e) sharp objects.

15.7 Private barbeques are not permitted in the Common Property.

16 Rubbish

16.1 A Member must not:

- (a) deposit household rubbish in any receptacles or in any other part of the Common Property except inside the rubbish bins in accordance with instructions determined by the Owners Corporation being council provided bins stored on private property only;
- (b) deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures in any part of the Common Property;
- (c) throw or allow to fall any paper, rubbish, refuse, cigarette butts or ash or other substance out of the windows or doors or over fences or from any balcony. Any damage or cost for cleaning or repair caused must be borne by the relevant Member; and
- (d) dispose of any explosive or dangerous goods in the Building or Common Property.

16.2 A Member must dispose of garbage in the manner specified by the Owners Corporation but otherwise:

- (a) Council/Commercial Operator Owned waste and recycle bins are to be stored on/in private property and may only be stored on Common Property on council collection days.
- (b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation (being council/commercial operator co-mingle bins stored on private property) and appropriately cleaned prior to disposal;
- (c) all other garbage must be drained and securely wrapped in small parcels and deposited in council provided waste bins;
- (d) all cardboard boxes and packaging must be broken down and neatly packed within private lots and are not to be stored on Common Property.

16.3 Notwithstanding Rule 16.2 (d) all boxes, cartons and containers used for moving into the Building must be removed from the Building by the Member or Occupier moving in and must not be left in Common Areas.

17 Damage and Repairs

17.1 A Member must not:

- (a) damage, deface, or obstruct any driveway, pathway, stairway, landing or any Common Property provided further that if the Owners Corporation expends money to make good damage caused by any Member, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Member at the time when the damage occurred;
- (b) fail to properly inform the Owners Corporation within twenty-four (24) hours of any damage to property which may be subject of a claim against Owners Corporation building and/or public liability insurance policy;
- (c) interfere with or attempt to redirect any maintenance works being attended to by tradesperson or others who have been appointed by the Owners Corporation;
- (d) interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment, including but not limited to all pedestrian entrances, lighting, fire controls, landscape features and structures including the sprinkler system and any facility controls or equipment;
- (e) store any inflammable liquid or chemical on any Lot or any part of the Common Property nor suffer to be done any act or thing whereby any policy of insurance on the buildings and other improvements in the parcel or any part thereof may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance;
- (f) unless employed by the Owners Corporation for the purpose of installing rectifying or maintaining same enter into any plant room, machine housing, wash disposal room, electricity switch room, lift machinery room, or adjust or cause adjustments to any thermostat, water control, electricity, gas or heating and or cooling controls in or on the Common Property without the consent of the Owners Corporation;
- (g) use the water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and not deposit any sweepings or rubbish or other unsuitable substances therein provided that any costs or expenses resulting from damage or blockage to water closets, conveniences, water apparatus, waste pipes and drains from misuse or must be paid by the relevant Member or Occupier;
- (h) interfere or activate any of the buildings fire protection services including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of emergency provided further that the Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the relevant Member or Occupier;

18 Relocations, Deliveries, Tradesmen

18.1 A Member must not:

- (a) move any article likely to cause damage or obstruction through the Common Property without first giving the Owners Corporation sufficient written notice to enable the Owners Corporation to arrange for a representative of the Owner Corporation to be present at the time of moving if it is considered necessary;

(b) damage, obstruct or interfere with roadways, driveways or any other Common Property when moving any items in or out of any Lot.

18.2 All moves in and out of the Building will only be permitted between the hours of 9.00am and 4.30pm Monday to Friday, and 9:00am and 3:00pm Saturday and Sunday, and public holidays. Any moves requested out of these hours will be at the absolute discretion of the Owners Corporation.

18.3 All boxes, cartons and containers used in the move in or move out must be removed and taken away by the relevant Member or Occupier moving in or out, and not be left anywhere in or about the Common Areas of the Building, 18.4 A Member must not:

(a) arrange for trades people (except in emergencies) to perform works except during the hours of 8.00am to 4.00pm and no work must be done by trades people on weekends or public holidays without supervision by the Member and is done at the sole responsibility of the Member; and

(b) arrange for deliveries of any kind or nature unless the Member is at or on the premises to accept and arrange for same at each Members sole cost and liability.

19 Use of Lifts

19.1 Not applicable.

20 Behaviour of Guests

20.1 A Member must ensure that their Guests do not:

(a) behave in a manner likely to interfere with the peaceful enjoyment of the Member or Occupier of another Lot or of any person lawfully using the Common Property;

(b) breach these Rules;

(c) damage the Common Property or any personal property of a Member or Occupier.

20.2 A Member must accept liability for and compensate the Owners Corporation in respect of all damage to the Common Property or personal property vested in it caused by any such Guests.

21 Windows and Window Cleaning

21.1 If a Member installs or arranges the installation of coverings to the windows or any glassed area of the Lot, the Member must install or arrange the installation of coverings of a type or colour as set out below:

Type: chain operated roller blinds with screen (optional) and blackout (optional) Backing Colour: screen (cream) and blackout (cream) or as permitted by the Owners Corporation from time to time.

21.2 Notwithstanding anything else in this Rule:

(a) a Member or Occupier must not affix any type of awnings, external umbrella or other shade coverings to the terrace or balcony of a Lot; and

(b) no venetian blinds, or vertical blinds are allowed as window coverings.

21.3 A Member must:

- (a) allow any professional window cleaners engaged by the Owners Corporation to gain access through their Lot or balcony within their Lot for cleaning and maintaining windows and cleaning the façade of the Building;
- (b) regularly clean and keep clean the balconies and terraces of their Lot and their windows and glass doors/areas;
- (c) regularly clean and keep clean any windows, external and internal face/facing on their Lot; and
- (d) keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanliness that detracts or effects the exterior appearance of the Lot or the Building.

22 Access To Lots

22.1 The Member must permit the Owners Corporation or any person authorised by the Owners Corporation, entry to a Member's Lot upon receiving written notification from the Owners Corporation of their intention to do so.

22.2 The Owners Corporation must ensure that all written notification of their intention to enter a Lot is in accordance with applicable laws.

22.3 Subject to these Rules, the Owners Corporation can request entry to a Lot for the purpose of inspecting and/or attending to repair, maintenance or replacement of the Lot, Common Property or services.

22.4 The Owners Corporation and/or its authorised personnel are to use their best efforts to cause as little inconvenience to a Member, Occupier or Guest as is reasonable in the circumstances.

23 Committees and Sub Committees

23.1 If the Owners Corporation wishes to or must elect a Committee to perform all or some of its functions, it must do so in accordance with all relevant laws and regulations;

23.2 A Committee as appointed by the Owners Corporation, from time to time, may elect sub-committees to assist in the performance of its functions;

23.3 Sub-committees must:

- (a) be comprised of Members;
- (b) not act outside their delegation;
- (c) act honestly and in good faith in the performance of their functions;
- (d) act in accordance with the Committee's instructions; and
- (e) report to the Committee with respect to the performance of their functions.

24 Managers and Resident Managers

24.1 The Owners Corporation may appoint a Manager to perform any of its powers or functions except those that require a unanimous or special resolution.

24.2 When appointing a Manager, the Owners Corporation must comply with all law and regulations governing their election.

24.3 All Managers appointed by the Owners Corporation must comply with all relevant laws and regulations and report to the Committee, where a Committee has been elected, on the carrying out of its functions.

24.4 A Member must not interfere with or stop the Manager from performing its obligations or exercising its rights under their agreement with the Owners Corporation.

24.5 A Member must not interfere with or stop the Manager from using Common Property that the Owners Corporation permits them to use.

25 Consent of Owners Corporation

25.1 Any consent required from the Owners Corporation and which does not require the passing of special or unanimous resolutions pursuant to these Rules may be given:

- (a) by the Owners Corporation at a Committee meeting; or
- (b) by any person to whom the Owners Corporation has delegated the power or function, including but not limited to the Committee, any sub-committee, member of a Committee or any sub-committee or the Manager.

25.2 The Owners Corporation may apply conditions to any consent given under these Rules and the Member must ensure that all conditions are complied with including a condition evidenced by a minute of a resolution that a Member or Occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

25.3 The Owners Corporation may revoke any consent given under these Rules if the Member does not comply with any condition attached to the consent and if the Member does not comply with the Rules pursuant to which the consent was given. **26 Security**

26.1 A Member must not:

- (a) leave any outside doors of the Building open;
- (b) 'prop open' any outside doors to the Building; or
- (c) do anything else that may compromise the security of the Building;

26.2 A Member must:

- (a) inform the Owners Corporation of any damage, forced entry or other act to maintain the integrity of the Building and Development; and
- (b) comply with the reasonable requirements of the Owners Corporation regarding the security of the Common Property.

26.3 The Owners Corporation must take all reasonable steps to ensure the security of the Development from intruders and to preserve the safety of the Development from fire or other hazards and if it considers it necessary or desirable it may, without limitation:

- (a) close off or restrict access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
- (b) permit, to the exclusion of Members and Occupiers, any part of the Common Property to be used by any security person as a means of monitoring the security of the Development; or
- (c) restrict access of Members or Occupiers of one level of the Development to any other level of the Development.

26.4 The Owners Corporation may make rules and regulations to ensure the security of the Development from intruders.

26.5 If the Owners Corporation restricts the access of Members and Occupiers under these Rules the Owners Corporation must make available to each Member free of charge the number of keys, security keys, access cards or other similar items ("Security Key") which the Owners Corporation considers reasonably necessary. The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Member.

26.6 A Member must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier including, without limitation, entering into an appropriate agreement under any lease or licence agreement of the Lot to ensure return of the Security Key to the Member or the Owners Corporation upon expiry of the Occupier's lease or licence.

26.7 A Member in possession of a Common Property Security Key:

- (a) must not duplicate or permit the Common Property Security Key to be duplicated; and
- (b) must take all reasonable steps to ensure that the Common Property Security Key is not lost or handed to any person other than another Member and is not disposed of otherwise than by returning it to the Member or the Owners Corporation.

26.8 A Member must promptly notify the Owners Corporation if a Common Property Security Key is lost or destroyed;

26.9 If a Common Property Security Key, electronic key or similar security device used for access to the Property is lost by a Member or Occupier, the Member or Occupier forfeits any security deposit paid to the Owners Corporation and must also reimburse the Owners Corporation any necessary cost of maintaining security including the cost of changing locks and providing new security devices for all Lots (if applicable).

26.10 A Member or person authorised by a Member may install a locking or safety device to protect the Lot against intruders. Any screen or barrier to prevent entry of animals or insects may not be installed without the prior written approval of the Owners Corporation. Any such device, screen or barrier proposed must be of sound construction and be of materials, colour and style consistent with the colour, style and materials of the Building.

27 Notification

27.1 Each Member must advise the Owners Corporation of an after business hours contact address and telephone number for each occupant of the Member's Lot or any part of it and must promptly advise the Owners Corporation of any change to such address or telephone number.

28 Owners Corporation Fees

28.1 The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid six monthly in advance by each Member according to his or her Lot liability or as otherwise directed by the Owners Corporation.

28.2 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

28.3 The Owners Corporation will and is entitled to re-coup all legal costs and all special fees/charges/levies and associated costs it incurs or expends in the recovery of any outstanding fees and any other costs incurred as a result of a breach of these Rules by a Member or Occupier.

29 Video Surveillance

29.1 A Member must not tamper with or interfere with the Building and Developments' security video surveillance system.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

4 Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

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

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0032387
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	18/04/2024 to 18/04/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 741469
Situation	12-18 DOMAIN DRIVE HILLSIDE VIC 3037

Policies Selected

Policy 1 – Insured Property

Building: \$8,070,497
Common Area Contents: \$0
Loss of Rent & Temporary Accommodation (total payable): \$1,210,574

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

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

15/04/2024

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.

A dense, dark green tropical jungle scene with various plants like Monstera and palm leaves. A wooden fence is visible in the upper left background. The overall tone is moody and natural.

MINUTES *of* ANNUAL GENERAL MEETING

MELCORP Strata

Minutes of the Annual General Meeting

PS741469L "Hillside Townhouses"

Meeting Held on Thursday 16 May 2024 at 6pm

Via Microsoft Teams

AGENDA

1. Registration of Persons Present at Meeting

Owners in Attendance

Lot No	Owner Name	In Attendance
Lots 1	Clinton Stark	✓
Lots 18	Lynette Van Arkel	✓
Lots 6	Cane Kuzmanovski	✓

Also in attendance:

Jasmine Garoni Melcorp Strata

2. Apologies & Proxies

It was noted no apologies or proxies were recorded for the meeting.

3. Quorum Determination

It was noted that in accordance with section 77 of the Owners Corporations that a quorum was not achieved and the meeting was declared open at 6.05pm.

NOTICE OF INTERIM RESOLUTIONS

As there was no quorum, then all decisions of the meeting are interim decisions. These interim decisions will become decisions of the Owners Corporation if no petition (from lot owners representing at least 25% of the total lot entitlements) was received within 28 days of the interim decision or if the decisions are confirmed at a later meeting.

WHAT MUST YOU DO

If you disagree with the result of any of the resolutions passed at this meeting, then you must petition the manager of the owners corporation to call another meeting within 28 days of the meeting.

The managers details are as follows:

Melcorp Strata Pty Ltd
477 Swanston Street
Melbourne Vic 3000
Ph: 03 8638 1822

4. Appointment of Chairperson and Minute Taker for the Meeting

It was resolved to appoint Jasmine Garoni to chair the meeting and take minutes of the meeting.

5 BUSINESS WITH NOTICE

5.1 Minutes of the Previous Meeting

Resolved by Ordinary Resolution

That the Annual General Meeting Minutes dated 28 September 2022, copy of which are attached to the Notice of Meeting, be accepted as a true and correct record of the Meeting in accordance with Section 71 of the Owners Corporations Act 2006.

5.2 Owners Corporation Insurance Policy

5.2.1 Insurance Policy

Resolved by Ordinary Resolution

That the Owners Corporation receive and accept the Certificate of Currency from CHU for the period 18/04/2024 to 18/04/2025 a copy of which is attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

Note: The Owners Corporation Insurance policy does not cover fittings (including carpets, light fittings, and window furnishings), contents and/or public liability for individual lots, it is therefore strongly suggested that each owner seeks their own independent advice on insurance to ensure that they have adequate cover for their personnel assets and effects.

5.3 Consideration of Reports

5.3.1 Owners Corporation Managers Report

Resolved by Ordinary Resolution

That the Owners Corporation receive and accept the report from the Owners Corporation Manager, a copy of which is attached to the Notice of Meeting, in accordance with Section 126 of the Owners Corporations Act 2006.

5.3.2 Committee Report

Resolved by Ordinary Resolution

That the Owners Corporation receive and accept an oral report from the Committee in accordance with Section 115 of the Owners Corporations Act 2006.

5.3.3. Owners Corporation Complaints

Resolved by Ordinary Resolution

In accordance with Section 159 of the Owners Corporation Act 2006, we report to the Annual General Meeting that no complaint was made against the Owners Corporation under Part 10 Division 1, of the Owners Corporation Act 2006.

5.4 Financial Management

5.4.1 Financial Statements for the Financial Period 01/05/2022 to 30/04/2023

Resolved by Ordinary Resolution

That Owners Corporation receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 01/05/2022 - 30/04/2023, as attached to the Notice of Meeting, showing overall Members Funds of \$25,055.98, represented as \$10,694.08 in the Administrative Fund and \$14,361.90 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.2 Financial Statements for the Financial Period 01/05/2023 to 30/04/2024

Resolved by Ordinary Resolution

That Owners Corporation receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 01/05/2023 - 30/04/2024, as attached to the Notice of Meeting, showing overall Members Funds of \$20,611.63, represented as \$2,233.78 in the Administrative Fund and \$18,377.85 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.3 Proposed Administrative Budget and Fees for the Financial Period 01/05/2023 to 30/04/2024

Resolved by Ordinary Resolution

That Owners Corporation approve and determine the Administrative Fund Budget of \$21,909.00, for the financial period 01/05/2023 to 30/04/2024 as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of May – Q1, August – Q2, November – Q3 and February – Q4:

Period	Total Funds	Per unit of Lot Liability
May 23 – Jul 23	\$5,477.26	\$5.47**
Aug 23 – Oct 23	\$5,477.26	\$5.47**
Nov 23 – Jan 24	\$5,477.26	\$5.47**
Feb 24 – Apr 24	\$5,477.26	\$5.47**
May 24 – Jul 24	\$5,477.26	\$5.47**

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.4.5 Maintenance Fund Budget and Fees for the Period 01/05/2023 to 30/04/2024

Resolved by Ordinary Resolution

That Owners Corporation approve and determine the Maintenance Fund Budget of \$4,000.00, in accordance with the approved Maintenance Plan prepared by BIV Reports dated August 2017, for the financial period 01/05/2023 to 30/04/2024, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of May – Q1, August – Q2, November – Q3 and February – Q4:

Period	Total Funds	Per unit of Lot Liability
May 23 – Jul 23	\$1,000.00	\$1.00**
Aug 23 – Oct 23	\$1,000.00	\$1.00**
Nov 23 – Jan 24	\$1,000.00	\$1.00**
Feb 24 – Apr 24	\$1,000.00	\$1.00**
May 24 – Jul 24	\$1,000.00	\$1.00**

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.4.6 Proposed Administrative Budget and Fees for the Financial Period 01/05/2024 to 30/04/2025

Resolved by Ordinary Resolution

That Owners Corporation approve and determine the Administrative Fund Budget of \$28,929.96 excluding GST, for the financial period 01/05/2024 to 30/04/2025 as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of May – Q1, August – Q2, November – Q3 and February – Q4:

Period	Total Funds	Per unit of Lot Liability
May 24 - Jul 24	\$5,477.22	\$5.47**
Aug 24 - Oct 24	\$7,817.58	\$7.81
Nov 24- Jan 25	\$7,817.58	\$7.81
Feb 25 - Apr 25	\$7,817.58	\$7.81
May 25 - Jul 25	\$7,232.49	\$7.23
Aug 25 - Oct 25	\$7,232.49	\$7.23

*These figures are rounded. Actual amount charged will vary slightly. **These periods have already been invoiced to all owners*

5.4.6 Maintenance Fund Budget and Fees for the Period 01/05/2024 to 30/04/2025

Resolved by Ordinary Resolution

That Owners Corporation approve and determine the Maintenance Fund Budget of \$0.00, in accordance with the approved Maintenance Plan prepared by BIV Reports dated August 2017, for the financial period 01/05/2024 to 30/04/2025, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of May – Q1, August – Q2, November – Q3 and February – Q4:

Period	Total Funds	Per unit of Lot Liability
May 24 - Jul 24	\$1,000.00	\$1.00**
Aug 24 - Oct 24	-\$1,000.00	\$0.00
Nov 24- Jan 25	\$0.00	\$0.00
Feb 25 - Apr 25	\$0.00	\$0.00
May 25 - Jul 25	\$0.00	\$0.00
Aug 25 - Oct 25	\$0.00	\$0.00

*These figures are rounded. Actual amount charged will vary slightly. **These periods have already been invoiced to all owners*

5.5 Interest

5.5.1 Penalty Interest

Resolved by Ordinary Resolution

That Owners Corporation instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

5.5.2 Authority to Waive Penalty Interest

Resolved by Ordinary Resolution

That Owners Corporation delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

5.5.3. Report on Request of Waiver of Interest

Members of Owners Corporation noted the Request for Waiver of Interest Report, as attached to the Notice of Meeting, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6 Arrears Management

5.6.1 Levy Arrears

Resolved by Ordinary Resolution

That Owners Corporation instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.6.2 Recovery of Costs

Resolved by Ordinary Resolution

That Owners Corporation 1 recover from respective lot owners all charges, fees, disbursements, incidental costs, solicitor fees, and VCAT/Magistrates Court of Victoria, or any other Court or Tribunal of competent jurisdiction, charges incurred by the Owners Corporation to recover any monies owing to the Owners Corporation for

any breach, contravention or non-compliance to any rules, resolutions or regulations relating to the Owners Corporation.

5.7 Committee of Management

5.7.1 Appointment of Committee of Management

Resolved by Ordinary Resolution

That Owners Corporation appoints and confirms a Committee of Management of more than three Members, but not more than seven Members in accordance with Section 103 of the Owners Corporations Act 2006.

Lot No	Owner Name
Lots 1	Clinton Stark
Lots 18	Lynette Van Arkel
Lots 6	Cane Kuzmanovski

5.7.2 Delegation of Power

Resolved by Ordinary Resolution

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

6 GENERAL BUSINESS

Members noted there was no General Business.

7 CLOSURE

There being no further business the meeting was declared closed at 7:08pm.

Balance Sheet - O/Corp 741469L
"HILLSIDE TOWNHOUSES"
12-18 DOMAIN DRIVE, HILLSIDE, VIC 3037
For the Financial Period 01/05/2024 to 20/11/2024

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
PS 741469L 12-18 DOMAIN DRIVE	\$(2,151.74)	\$18,458.20	\$16,306.46
Macquarie Bank BSB: 183-334 Acc No: 203691563			
Levies Receivable	\$16,275.22	\$923.89	\$17,199.11
Total Assets	\$14,123.48	\$19,382.09	\$33,505.57
Liabilities			
Accounts Payable (GST Free)	\$(198.45)	\$0.00	\$(198.45)
Levies in Advance	\$4.14	\$0.00	\$4.14
Total Liabilities	\$(194.31)	\$0.00	\$(194.31)
Net Assets	\$14,317.79	\$19,382.09	\$33,699.88
Owners Funds			
Opening Balance	\$2,233.78	\$18,377.85	\$20,611.63
Net Income For The Period	\$12,084.01	\$1,004.24	\$13,088.25
Total Owners Funds	\$14,317.79	\$19,382.09	\$33,699.88

DATED

2024

KRZYSZTOF ROZIEL

CONTRACT OF SALE OF REAL ESTATE

Property: unit 4/10 Domain Drive, Hillside 3037

MELBOURNE REAL ESTATE CONVEYANCING PTY LTD

Licensed Conveyancer

954 High Street Reservoir Vic 3073

Tel: 9464 6732

Ref: JK:24/2997JK