



# REAL ESTATE CONVEYANCING

---

**VENDOR: DRAGAN DIMISKOVSKI**

---

## **CONTRACT OF SALE OF REAL ESTATE**

---

**Property: Unit 9/1 Rochdale Square, Lalor VIC 3075**

Real Estate Conveyancing  
PO Box 1115  
Craigieburn VIC 3064  
Tel: 03 9745 2381  
Mobile: 0411 550 467  
JN: 24/834

# Contract of Sale of Real Estate\*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

**Property address** Unit 9/1 Rochdale Square, Lalor VIC 3075

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 ..... / ..... / .....

**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 ..... / ..... / .....

**Print name(s) of person(s) signing:** Dragan Dimiskovski

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 or within 3 clear business days **before or after** a publicly advertised auction;
- 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

Name: Harcourts Rata & Co

Address:

Email: sold@rataandco.com.au

Tel: 94657766

Mob:

Fax:

Ref:

#### Vendor

Dragan Dimiskovski

#### Vendor's legal practitioner or conveyancer

Name: Real Estate Conveyancing

Address: PO Box 1115 Craigieburn VIC 3064

Email: jana@realestateconvey.com.au

Tel:

Mob: 0411 550 467

Ref: JN: 24/834

#### Purchaser

Name:

Address:

ABN/ACN:

Email:

#### Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:

Mob:

Fax:

Ref:

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
9169/063	9	RP8230

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 9/1 Rochdale Square, Lalor VIC 3075

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule)

All fixtures and fittings of a permanent nature.

**Payment** (general condition 11)

Price \$

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

Balance \$ payable at settlement

**GST** (general condition 13)

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 10)

is due on

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

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

**Lease** (general condition 1.1)

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 1.1.

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 23)

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 14)

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

Lender:

Loan amount

Approval date:

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

**Special  
conditions**

# General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

---

## Title

### 1. ENCUMBRANCES

- 1.1 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 in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

- 3.1 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.
- 3.2 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.

#### 4. SERVICES

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

#### 5. 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.

#### 6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, 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.
- 7.4 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.
- 7.5 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 predominately 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.
- 7.6 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 7.5 if –
- (a) the personal property is of a kind that may be described by a 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 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.

7.12 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 7.11

7.13 If settlement is delayed under general condition 7.12, 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.

7.14 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.

7.15 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.

## 8. BUILDING 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.

## 9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

9.2 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.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 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.

9.5 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.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

## Money

## 10. SETTLEMENT

10.1 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.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

## 11. PAYMENT

11.1 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.

11.2 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.

11.3 The purchaser must pay all money other than the deposit:



- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

12.1 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 do 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.

12.2 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.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
- (b) if 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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if 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.

13.2 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 the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 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.

13.5 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.

13.6 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.

13.7 This general condition will not merge on either settlement or registration.

13.8 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.

## 14. LOAN

14.1 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.

14.2 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 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.

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

## 15. ADJUSTMENTS

15.1 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 adjustment paid and received as appropriate.

15.2 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.

## Transactional

### 16. TIME

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

### 17. SERVICE

17.1 Any document sent by –

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) 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*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

### 18. NOMINEE

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

### 19. 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.

### 20. 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.

### 21. NOTICES

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

### 22. 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.

## 23. TERMS CONTRACT

23.1 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.

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

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

## 24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 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 24.2 at settlement.

24.5 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.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 25. 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

### 26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### 27. DEFAULT NOTICE

27.1 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.

27.2 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.

## 28. DEFAULT NOT REMEDIED

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

---

# Special Conditions

## 1 Interpretation and Definitions

---

- 1.1 The following words have these meanings in this Contract unless the contrary intention appears:
- Guarantee** means the guarantee and indemnity annexed to this Contract.
- Vendor's Statement** means the statement made by the Vendor under Section 32 of the *Sale of Land Act 1962*, a copy of which is attached to this Contract.
- 1.2 In this Contract, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa and the use of a gender includes other genders as the case requires;
  - (b) an obligation of two or more parties shall bind them jointly and severally;
  - (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
  - (d) a reference to:
    - (i) a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority;
    - (ii) a person includes a reference to the person's legal personal representatives successors and permitted substitutes and assigns;
    - (iii) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations amendments, re-enactments or replacements of any of them.

## 2 Auction Rules

---

- 2.1 The property is offered for sale by public auction. Subject to the Vendor's reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser.
- 2.2 The Rules for the conduct of the public auction shall be as set out in Schedule 1 to the *Sale of Land Regulations 2005* or any Rules prescribed by regulation which modify or replace those Rules together with the additional requirements as set out in this special condition. A copy of the Schedule 1 Rules are annexed to this Contract and marked "Annexure A".
- 2.3 Within 15 minutes after the fall of the hammer the successful bidder must:
- (a) sign this Contract;
  - (b) pay the deposit set out in this Contract; and
  - (c) arrange for all persons to sign the Guarantee as required under this Contract.
- 2.4 If the successful bidder fails to comply with special condition 2.3, the Vendor may sell the property, either by auction or private treaty, to any other person. In that event the successful bidder will not have:
- (a) any right of action against the Vendor or the Vendor's agent; or
  - (b) any interest in the property, whether legal or equitable.

## 3 Acknowledgment

---

- 3.1 The Purchaser acknowledges receiving, before paying any money or signing any document relating to this sale:
- (a) a copy of this Contract;
  - (b) a Vendor's Statement (signed by the Vendor); and
  - (c) if a promise has been made with respect to obtaining a loan of money for defraying some or all of the price, a statement in writing containing the particulars required by section 51 of the *Estate Agent's Act 1980*.

## 4 Whole Contract

---

- 4.1 The Purchaser acknowledges that this Contract and the Vendor's Statement contains the entire understanding and the whole agreement between the parties relating to the sale of the property and the parties expressly agree and declare that:
- (a) no other conditions, obligations, stipulations, terms, agreements or provisions whether in respect of the property or otherwise shall be implied or be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement and all previous negotiations, information, representations, warranties, arrangements and statements (if any) express or implied (including any collateral agreement or warranty) with reference to the subject matter of this Contract or the intentions of either party are merged in this Contract and they are hereby expressly excluded and cancelled;

- (b) the Vendor's agents, representatives, servants and employees have no authority to make or communicate any representation, forecast, prediction, warranty, arrangement, indication, condition or statement binding on the Vendor which is not embodied in this Contract;
- (c) notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty as to the condition of any improvements, fixtures, fittings or the chattels (if any) hereby sold or any depreciation or building investment allowances that the Purchaser may have the benefit of following settlement; and
- (d) in entering into this Contract, the Purchaser has made its own inquiries and investigations and relies entirely upon its own judgment.

---

## **5 Measurements**

- 5.1 The Purchaser acknowledges that the land as offered for sale and inspected by the Purchaser is identical with that described in the particulars of sale and in the Vendor's Statement. The Purchaser may not make any requisition or claim any compensation for any actual or alleged misdescription of the property or deficiency in its area or measurements and may not call upon the Vendor to amend title or to bear all or any part of the cost of so doing.

---

## **6 Planning Restrictions**

- 6.1 The Purchaser buys subject to any restriction on the use of the property imposed by the relevant planning scheme, all planning permits, all other relevant planning controls or by any authority empowered by legislation to control the use of the property.

---

## **7 Condition of Property**

- 7.1 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.
- 7.2 The Purchaser will not make a claim or requisition or delay completion of this transaction or rescind or terminate this Contract because of anything concerning the matters referred to in special condition 7.1 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.
- 7.3 The Purchaser acknowledges that the improvements on the property 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 may not avoid this Contract or make any requisition or claim any compensation from the Vendor on that ground.
- 7.4 The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.
- 7.5 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 or after the day of sale in respect of all orders or requirements under the building regulations.
- 7.6 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self contained smoke alarms, the Purchaser must do so at the Purchaser's cost and expense.

---

## **8 Deposit Held Under Sale of Land Act**

- 8.1 The deposit must be paid to the Vendor's representatives or the Vendor's estate agent and will be held by either of them as stakeholder under section 24 of the *Sale of Land Act 1962*.
- 8.2 All other moneys must be paid by bank cheques drawn in favour of the payees as directed by the Vendor's representatives.
- 8.3 The parties authorise the transfer of the deposit less any commission and expenses to the Vendor's representatives as stakeholders to be held in an interest bearing account with a bank as defined by section 5(1) of the *Banking Act 1959* until it is released pursuant to section 27 of the *Sale of Land Act*. If this Contract is avoided through no fault of the Purchaser interest on the account will accrue for the benefit of and be paid to the Purchaser, but otherwise will accrue for the benefit of and be paid to the Vendor. In either case, bank accounts debits tax may be deducted from interest paid and if a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the *Income Tax Assessment Act* may be appropriated in accordance with that Act.

---

## **9 Indemnity**

- 9.1 The Purchaser indemnifies the Vendor from and against all stamp duty assessed under or in connection with this sale and the transfer giving effect to the sale.

---

**10 Default**

---

- 10.1 If the Vendor gives a notice of default under this Contract to the Purchaser, the default will not be remedied until all of the following have occurred:
- (a) The remedy by the Purchaser of the default.
  - (b) The payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default including without limitation all interest and bank charges payable by the Vendor under any existing mortgage affecting the property, calculated to the settlement date.
  - (c) Payment of the Vendor's representatives reasonable legal costs and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.
  - (d) Payment of interest under the following special condition.

---

**11 Default Interest**

---

- 11.1 If the Purchaser defaults in payment of any money under this Contract, the Purchaser must without prejudice to any other rights of the Vendor, pay to the Vendor interest at the rate of 4% more than the amount specified as the penalty rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* on the amount in default from the time it fell due until the default ceases.

---

**12 Waiver**

---

- 12.1 The Purchaser's liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract will not be, or be deemed to be, waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of money tendered by the Purchaser not in accordance with this Contract. Time will be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

---

**13 Purchaser to Procure Execution of a Guarantee**

---

- 13.1 If the Purchaser is or includes a company or a corporation (as those words are defined in the *Corporations Act 2001*) not included in an official list of the Australian Stock Exchange Ltd, the Purchaser must:
- (a) Immediately upon execution of this Contract, procure the execution of the Guarantee by a director who has a beneficial interest in the company or by a shareholder of the company; and
  - (b) within seven days after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (or if the Vendor requires, by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representatives and to be in substantially the same form as the Guarantee and Indemnity annexed to this Contract and marked "Annexure B" but with the necessary changes being made.

---

**14 Substituted Purchaser**

---

- 14.1 The Vendor and the Purchaser hereby agree that upon the Purchaser producing to the Vendor not later than twenty-eight (28) days prior to the Settlement Date of this Contract a nomination form and statutory declaration (in accordance with the requirements of the State Revenue Office) and thereon the Purchaser complying with all the provisions of the Duties Act 2000 in respect of such nomination and also complying with the following provisions, the Vendor will transfer the Property to the Nominee on the date the Vendor would but for this Special Condition transfer the Property to the Purchaser PROVIDED FURTHER upon the Vendor's acceptance of such nomination all monies previously paid by the Purchaser under this Contract shall and are hereby authorised to be credited and paid by the Purchaser or nominated Purchaser and PROVIDED FURTHER:
- (a) That until settlement or the payment in full to the Vendor of all monies due and payable to the Vendor under this Contract, the Purchaser remains personally and absolutely bound by this Contract as if the nomination had not taken place.
  - (b) That to further secure the Purchaser or any other person or persons or corporation associated with the Purchaser of the Nominee's performance of the Contract, the Purchaser must and does hereby guarantee the performance by the Nominee or substitute Purchaser of its obligations.
  - (c) The Nominee shall by the nomination be deemed to have accepted title and shall not be entitled to make requisitions hereunder.
  - (d) The Purchaser under this Contract will always indemnify and keep indemnified the Vendor from and against any claim or claims which hereafter are or may be made against the Vendor arising howsoever under the provisions of this Contract of Sale relating to any such nomination and to;
    - (i) fully and truthfully disclose the circumstances of such nomination to the State Revenue Office; and
    - (ii) pay any additional legal costs incurred by the Vendor arising out of the arrangements above.

The Purchaser acknowledges that the Vendor makes and has made no representations, claims or promises in respect of the stamp duty implications or consequences of any nomination by the Purchaser and that in all respects the Purchaser is only responsible for ascertaining and paying whatever stamp duty (if any) may become payable as a consequence of such nomination.

---

**15 Foreign Acquisitions and Takeovers Act 1975**

---

- 15.1 If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions & Takeovers Act 1975* or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions & Takeovers Regulations to enter into this Contract, the Purchaser warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- 15.2 The Purchaser unconditionally indemnifies the Vendor against any loss or expense (including any consequential loss) which the Vendor suffers as a result of the Purchaser's breach of the warranty given under special condition 15.1.

---

**16 Chattels**

---

- 16.1 Property in the chattels passes to the Purchaser upon payment of the price.
- 16.2 The Purchaser may not make any requisitions or objection, claim compensation or refuse or delay payment of the price on account of the condition of the chattels.

---

**17 No Merger**

---

- 17.1 Obligations under this Contract which have not been satisfied at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

---

**18 Acceptance of title**

---

- 18.1 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.

---

**19 Foreign resident capital gains withholding**

---

- 19.1 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.
- 19.2 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.
- 19.3 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 \$750,000.00 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).
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 The representative is taken to have complied with the obligations in special condition 19.6 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.



- 19.8 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.
- 19.9 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.
- 19.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## **20 Amendment of General Conditions**

- 20.1 These General Conditions are amended as follows:
- (a) General Condition 11.6 is deleted completely and replaced with:  
"At settlement, the purchaser must pay the fees on all cheques drawn on an authorised deposit-taking institution".

## **21 Electronic Conveyancing**

<b>EC</b>
-----------

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 21 applies, if the box is marked "EC"

- 21.1 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.
- 21.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 21.3 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.
- 21.4 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.
- 21.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 21.6 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.
- 21.7 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 21.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 21.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 21.9 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.
- 21.10 The vendor must, at least 7 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.

## 22 GST withholding - Residential premises or potential residential land

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

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

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

### 22.1 Vendor's notice

If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the table; otherwise the vendor shall give the buyer notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

### 22.2 Amount to be withheld by the Purchaser

Where the margin scheme applies 7% of the purchase price; otherwise 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

### 22.3 Purchaser to notify Australian Taxation Office

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

### 22.4 Purchaser to remit withheld amount

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

### 22.5 Vendor to indemnify Purchaser

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

## 23. Land Tax

Notwithstanding any other Condition or provision contained in this Contract (this Special Condition taking priority in all respects as to Land Tax), any Land Tax liability attached to or as a charge on the property will not be adjusted between the parties, where the sale price of the property is less than \$10,000,000.00. The Vendor remains liable for all land tax assessed on the property up until settlement.

**Annexure A**

---

**AUCTION RULES**

REIV

**Sale of Land Regulations 2005**

**SCHEDULE 1**

**RULES FOR THE CONDUCT OF  
PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the action.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

## Annexure B

### GUARANTEE AND INDEMNITY

TO: The Vendor described in the annexed Contract which expression includes the Vendor's transferees, successors and assigns ("Vendor").

**IN CONSIDERATION** of the Vendor having agreed, at the request of the person or persons named in the schedule to this Guarantee ("Guarantor"), to sell the land described in the annexed Contract ("Contract") to the Purchaser named in the Contract ("Purchaser") the Guarantor guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase price and interest payable under the Contract and all other moneys that are or may become payable pursuant to the Contract ("guaranteed moneys") and the due performance and observance by the Purchaser of the covenants, conditions and obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed ("Purchaser's obligations"). The Guarantor acknowledges and declares that the Guarantor has read and understands the Contract and has access to a copy of the Contract.

This Guarantee is given upon and subject to the following conditions:

1. If the Purchaser fails to pay the Vendor the guaranteed moneys as and when due, the Guarantor will immediately on demand pay them to the Vendor.
2. If the Purchaser fails to carry out or perform any of the Purchaser's obligations, the Guarantor will immediately on demand carry out and perform them.
3. The Guarantor is deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for the Purchaser) for the payment of the guaranteed moneys and in performing the Purchaser's obligations. It will 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 guaranteed moneys or to carry out and perform the Purchaser's obligations.
4. This Guarantee is a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing the Contract or by any extension of time or other indulgence given to the Purchaser in respect of the Contract.
5. This Guarantee is in addition to and not in substitution for any other guarantee or security given in favour of the Vendor and will not merge with or be affected by any other guarantee or security now or in the future given or held in favour of the Vendor in respect of the Contract or the property sold by the Contract.
6. Nothing in this Guarantee imposes an obligation on the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract or to include in any demand made under this Guarantee particulars of the Purchaser's default resulting in that demand.
7. The Guarantor indemnifies the Vendor against all loss, damage, claims, expenses and costs arising out of the default of the Purchaser in payment of the guaranteed moneys or the performance of the Purchaser's obligations.
8. This Guarantee binds the Guarantor's personal representatives, successors, substitutes and assigns.
9. The Vendor's remedies against the Guarantor will not be affected if any security held by the Vendor in relation to the Contract or the indebtedness of the Purchaser is void, voidable or unenforceable for any reason.
10. The liability of the Guarantor will not be affected by the transfer or assignment of the benefit of this Guarantee to any person to whom the whole of the interest of the Vendor in the Contract has been transferred or assigned.
11. When this Guarantee is executed or intended to be executed by two or more persons:
  - (a) each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security;
  - (b) if one or more persons has not signed this Guarantee, the other person or persons having executed the Guarantee will not be released from liability but will be bound by it as a continuing security;
  - (c) a demand or notice given under this Guarantee if given to any one or more of those persons is deemed to have been given to all of them; and
  - (d) the expression "Guarantor" includes all of those persons jointly and each of them severally.

**SCHEDULE**

GUARANTOR:

Name: .....

Address: .....

GUARANTOR:

Name: .....

Address: .....

**SIGNED SEALED AND DELIVERED** by the Guarantor in the presence of: )  
) .....  
[Signature]

.....  
[Signature]      Witness

.....  
[Please Print]      (Name of Witness)

**SIGNED SEALED AND DELIVERED** by the Guarantor in the presence of: )  
) .....  
[Signature]

.....  
[Signature]      Witness

.....  
[Please Print]      (Name of Witness)

**SIGNED SEALED AND DELIVERED** by the Guarantor in the presence of: )  
) .....  
[Signature]

.....  
[Signature]      Witness

.....  
[Please Print]      (Name of Witness)



# REAL ESTATE CONVEYANCING

---

Vendor: Dragan Dimiskovski

---

## VENDORS STATEMENT

---

**UNIT 9/1 ROCHDALE SQUARE, LALOR**  
(Property)

**REAL ESTATE CONVEYANCING**

PO Box 1115

Tel: 0411550467

Email: [jana@realestateconvey.com.au](mailto:jana@realestateconvey.com.au)

**Ref: JN: 24/834**

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

The vendor may sign by electronic signature.

**Land: Unit 9/1 Rochdale Square, Lalor**

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Vendor's signature Date

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Purchaser's signature Date

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Purchaser's signature Date

## 1. FINANCIAL

### 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings

(and any interest on them):-

☒ Are contained in the attached certificate(s).

☐ Their total does not exceed: \$

☐ Their amounts are:

Authority

Amount

Interest (if any)

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than:-

☒ Nil, so far as the vendor(s) are aware.

☐ As attached

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

☒ Not applicable.

☐ As attached

### 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.

☐ "Additional Vendor Statement" is attached.

### 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.

☐ "Additional Vendor Statement" is attached.

## 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.

☐ Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.



☐ Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:

Type of policy:

Policy number:

Expiry Date:

Amount insured:

## 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.

☐ Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

☐ Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:

Policy number:

Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

## 3. **LAND USE**

### 3.1 **Easements, Covenants or Other Similar Restrictions**

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

☒ Is in the attached copies of title document/s.

☐ Is as follows:

☐ Not applicable.

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

☐ In the attached copies of title document/s.

☐ As follows:

☒ Not applicable.

### 3.2 **Road Access**

There is:

☒ access to the property by road

☐ NO access to the property by road

### 3.3 **Designated Bushfire Prone Area**

The land:

☒ Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

☐ IS in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

### 3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

☐ The Planning Scheme information required to be provided is as follows:

Name of planning scheme: Planning Scheme

Name of responsible authority:

Zoning of the land:

Name of planning overlay:

#### 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:

☒ Not applicable.

☐ Are contained in the attached certificates and/or statements.

☐ Are as follows:

##### 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.

☐ Are contained in the attached certificates and/or statements.

☐ Are as follows:

##### 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.

☐ Are contained in the attached certificates and/or statements.

☐ Are as follows:

#### 5. BUILDING PERMITS

##### 5.1 **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.

☐ Are contained in the attached certificates and/or statements.

☐ Are as follows:

#### 6. OWNERS CORPORATION

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

☐ Not applicable.

- ☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.
- ☐ Attached is the information prescribed for the purposes of section 151(4)(a) of the Owner Corporations Act 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.
- ☐ The owners corporation is INACTIVE

## **7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

- ☒ GAIC (and Section 7) is NOT applicable on the sale of this property.
- ☐ GAIC (and Section 7) IS applicable on the sale of this property. Words and expressions in this section 7 have the same meaning as in Part 9B of the Planning and Environment Act 1987.

### **7.1 Work-in-Kind Agreement**

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) ☐ The land is NOT to be transferred under the agreement  
☐ The land IS to be transferred under the agreement
- (b) ☐ The land is NOT land on which the works are to be carried out under the agreement (other than Crown Land)  
☐ The land IS land on which the works are to be carried out under the agreement (other than Crown Land)
- (c) ☐ The land is NOT land in respect of which a GAIC is imposed  
☐ The land IS land in respect of which a GAIC is imposed

### **7.2 GAIC Recording**

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording. The boxes marked with an "X" indicate that such a certificate or notice that is attached:

- ☐ Any certificate of release from liability to pay a GAIC
- ☐ Any certificate of deferral of the liability to pay the whole or part of a GAIC
- ☐ Any certificate of exemption from liability to pay a GAIC
- ☐ Any certificate of staged payment approval
- ☐ Any certificate of no GAIC liability
- ☐ Any notice providing evidence of the grant of a reduction of the whole part of the liability for a GAIC or an exemption from that liability
- ☐ A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2(a) to (f) above

## 8. SERVICES

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

- ☐ Electricity supply
- ☐ Gas supply
- ☐ Water supply
- ☐ Sewerage
- ☒ Telephone services

## 9. TITLE

9.1 Attached are copies of the following **title documents**:

- ☒ 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.
- ☐ General Law Title. The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.
- ☐ Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

## 10. SUBDIVISION

- ☒ This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.
- ☐ This sale IS affected by a subdivision and therefore Section 10 applies as follows:-

### 10.1 Unregistered Subdivision

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

- ☐ Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
- ☐ Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

### 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.

- ☐ Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
- ☐ The requirements in a statement of compliance, relating to the stage in which the land is included that have not been complied with are:-
  - ☐ attached.
  - ☐ as follows:
- ☐ The proposals relating to subsequent stages that are known to the vendor are:
  - ☐ attached.
  - ☐ as follows:
- ☐ The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
  - ☐ attached.
  - ☐ as follows:

### 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.

- ☐ Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- ☐ Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

## 11. DISCLOSURE OF ENERGY INFORMATION

- ☒ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.
- ☐ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but IS 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 2000m<sup>2</sup>; (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.
- ☐ Are contained in the attached building energy efficiency certificate.
- ☐ Are as follows:

## 12. DUE DILIGENCE CHECKLIST

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

- ☒ Is attached.
- ☐ Is not attached.

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

Page 1 of 1

VOLUME 09169 FOLIO 063

Security no : 124116061992P  
Produced 24/06/2024 10:19 AM

### LAND DESCRIPTION

Lot 9 on Registered Plan of Strata Subdivision 008230.  
PARENT TITLE Volume 08200 Folio 372

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
DRAGAN DIMISKOVSKI of 4 STANTON PLACE MILL PARK VIC 3082  
AE507179X 27/07/2006

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW840787F 18/05/2023  
NATIONAL AUSTRALIA BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

### DIAGRAM LOCATION

SEE RP008230 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 9 1 ROCHDALE SQUARE LALOR VIC 3075

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 18/05/2023

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. RP008230

DOCUMENT END

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>RP008230</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>24/06/2024 10:19</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

<b>PLAN OF STRATA SUBDIVISION</b>		<b>EDITION 1</b>	<b>RP008230</b>
<b>LOCATION OF LAND</b> PARISH: KEELBUNDORA TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 26 (PT) TITLE REFERENCE: VOL.8200 FOL. 372 LAST PLAN REFERENCE: LOT 1 ON LP42563 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 1 ROCHDALE SQUARE LALOR 3075		<b>FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT</b>	
		<b>SURVEYOR'S CERTIFICATE</b> Surveyor: GARY HUGH WAITE Certification Date: 07/06/1976  <b>SEAL OF MUNICIPALITY AND ENDORSEMENT</b> Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by SHIRE OF WHITTLESEA on 06/09/1976  <b>REGISTERED DATE: 22/09/1976</b>  <b>PLAN UPDATED BY REGISTRAR IN AN661031Q 07/08/2019</b>	

## LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 10 ARE SINGLE STOREY BUILDINGS.

THE UPPER BOUNDARY OF LOTS 1 TO 10 IS EIGHT METRES ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT.  
THE LOWER BOUNDARY OF THESE LOTS IS ONE METRE BELOW THAT PART OF THE SITE.

NO LOT IS AN ACCESSORY LOT.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE  
AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

## EASEMENT INFORMATION

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

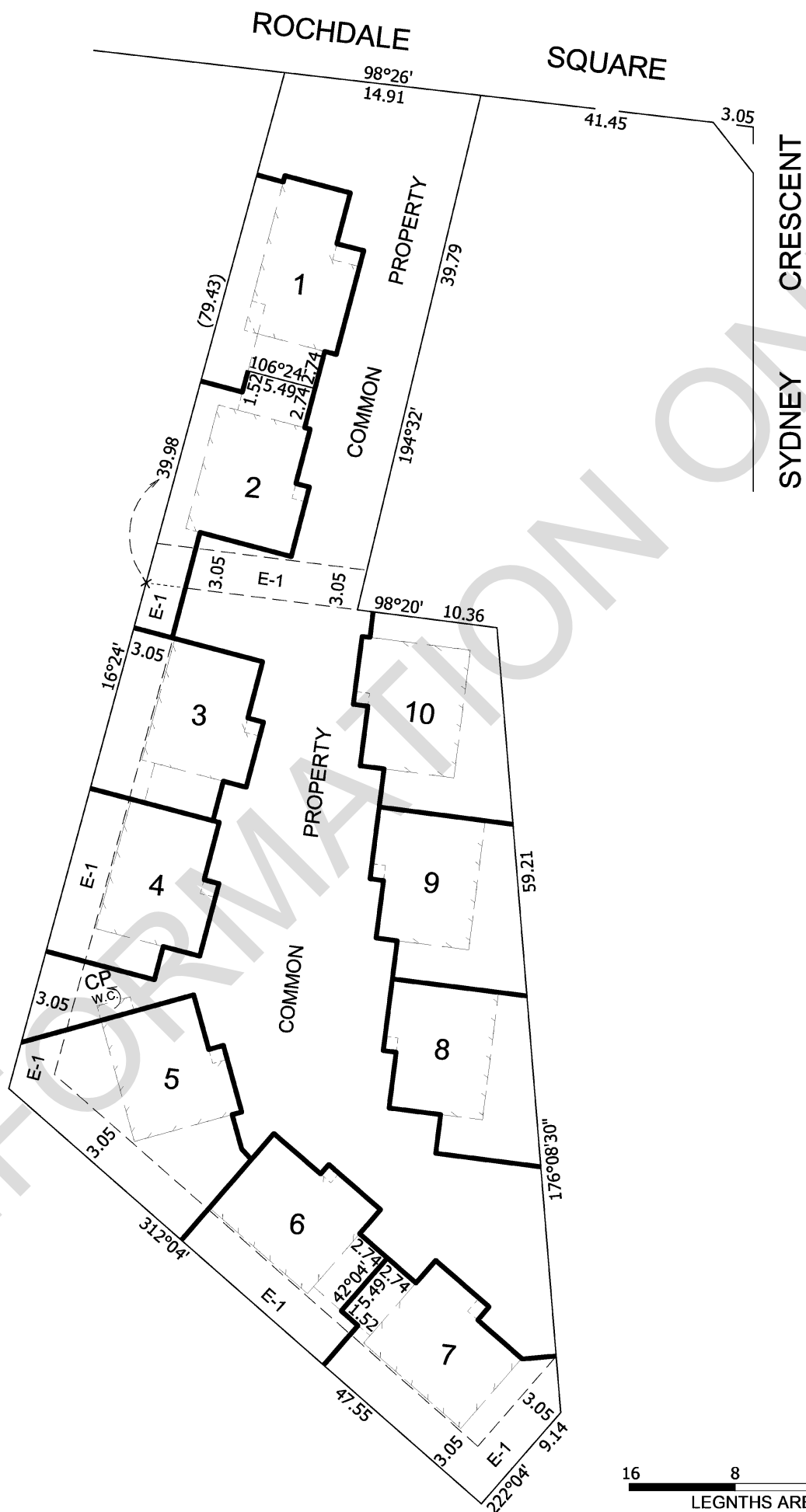
**ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN**

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	DRAINAGE & SEWERAGE	3.05	LP42563	LOTS ON LP42563	LOTS 2 TO 7 & CP
E-1	DRAINAGE & SEWERAGE	3.05	LP20069	LOTS ON LP20069	LOTS 2 TO 7 & CP



# PLAN OF STRATA SUBDIVISION

RP008230



MEASUREMENTS ARE IN METRES

SHEET 2



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 24/06/2024 10:19:19 AM

**OWNERS CORPORATION  
PLAN NO. RP008230**

The land in RP008230 is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 10.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

STRATAEASE, 19 CANTERBURY STREET MOONEE PONDS VIC 3039

AW333879D 05/12/2022

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/06/2024 10:19:19 AM

**OWNERS CORPORATION**  
**PLAN NO. RP008230**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
<b>Total</b>	<b>1000.00</b>	<b>1000.00</b>

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

Statement End.

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 03 July 2024 10:05 AM

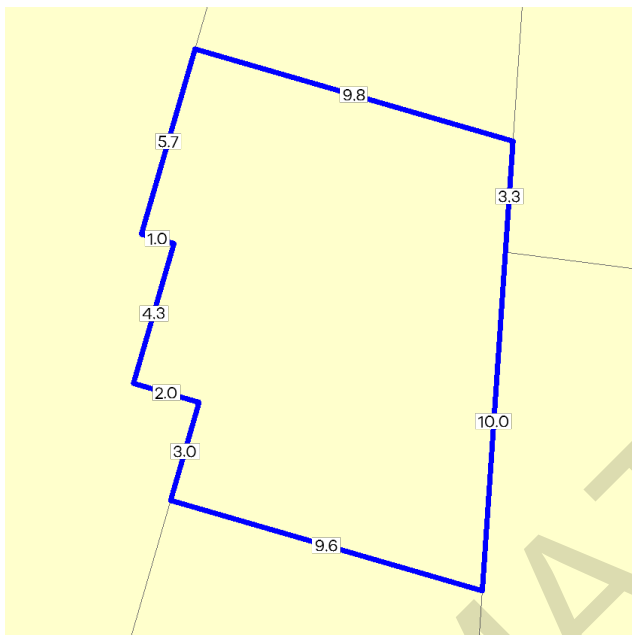
## PROPERTY DETAILS

Address: **9/1 ROCHDALE SQUARE LALOR 3075**  
Lot and Plan Number: **Lot 9 RP8230**  
Standard Parcel Identifier (SPI): **9\RP8230**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **155689**  
Directory Reference: **Melway 9 A4**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 133 sq. m

**Perimeter:** 49 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

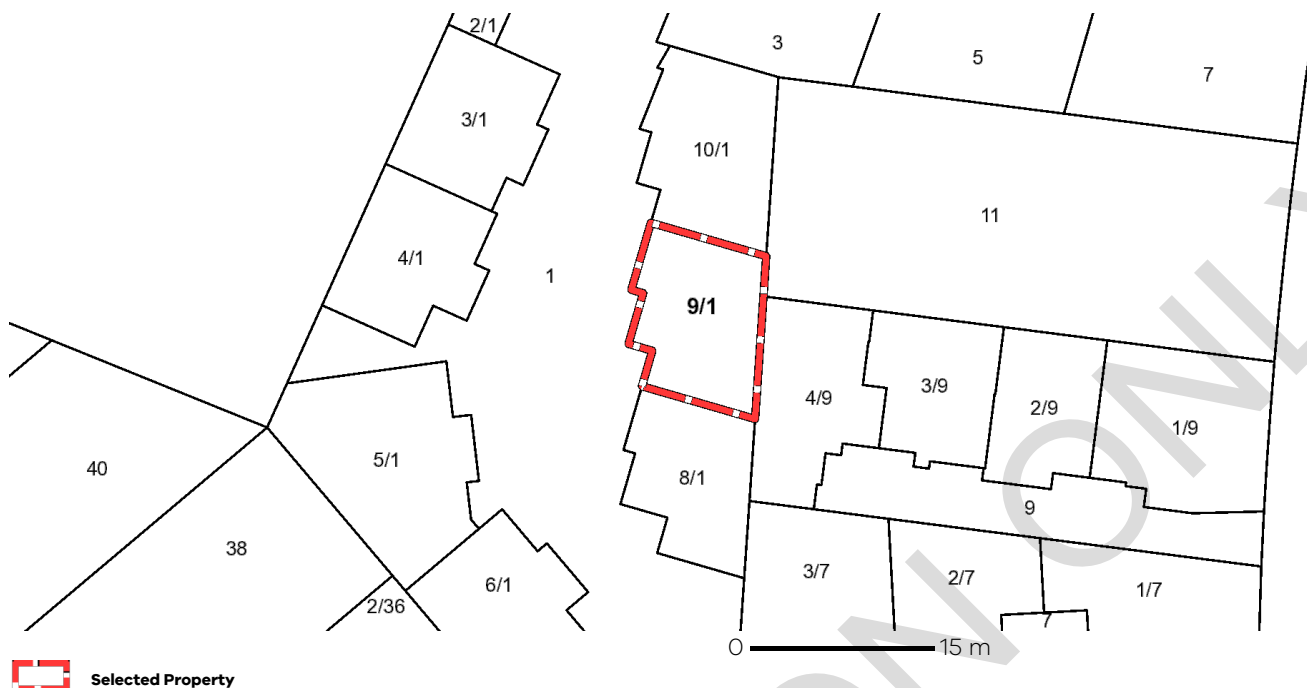
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 03 July 2024 10:05 AM

## PROPERTY DETAILS

Address: **9/1 ROCHDALE SQUARE LALOR 3075**  
Lot and Plan Number: **Lot 9 RP8230**  
Standard Parcel Identifier (SPI): **9\RP8230**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **155689**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 9 A4**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

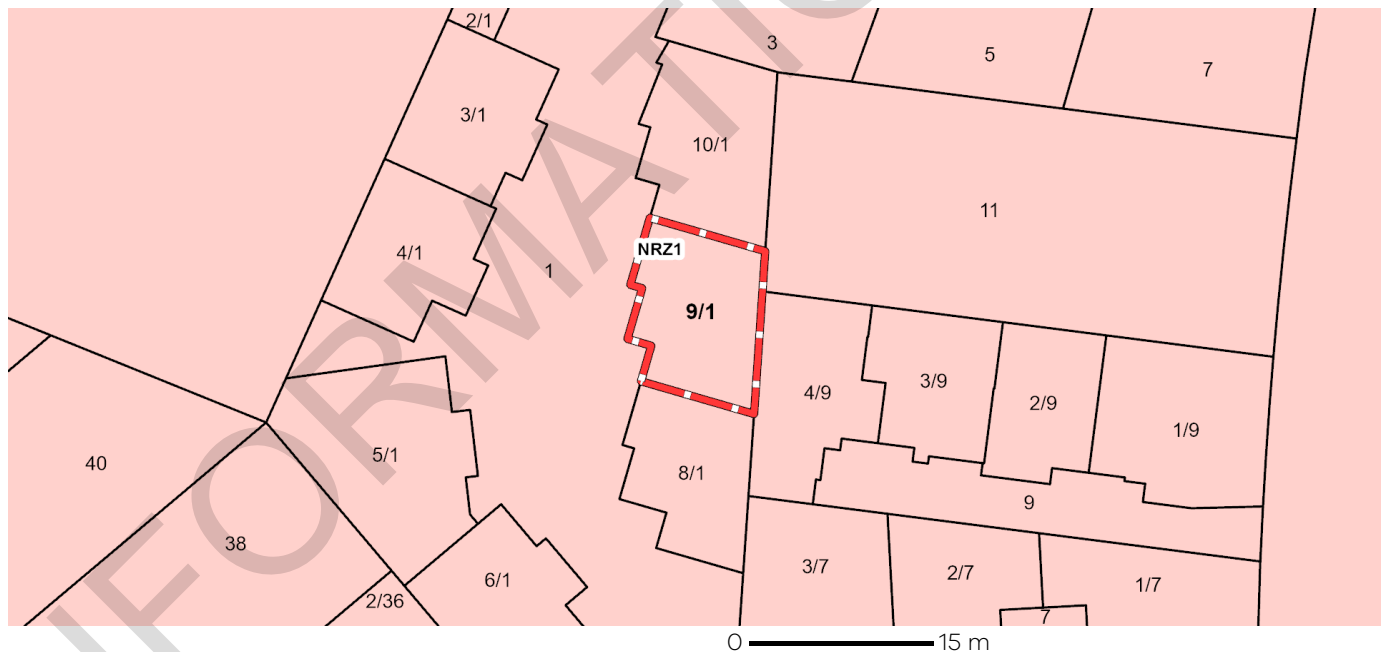
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)



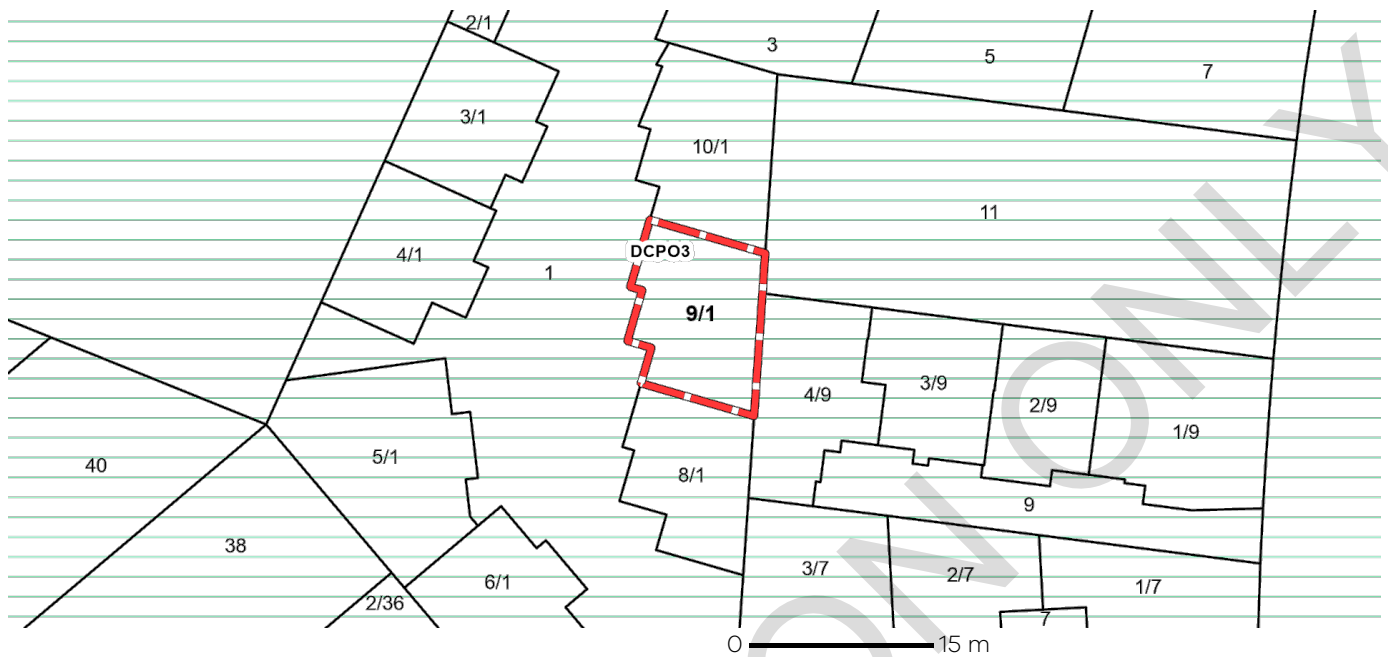
**NRZ - Neighbourhood Residential**

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

## Planning Overlays

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



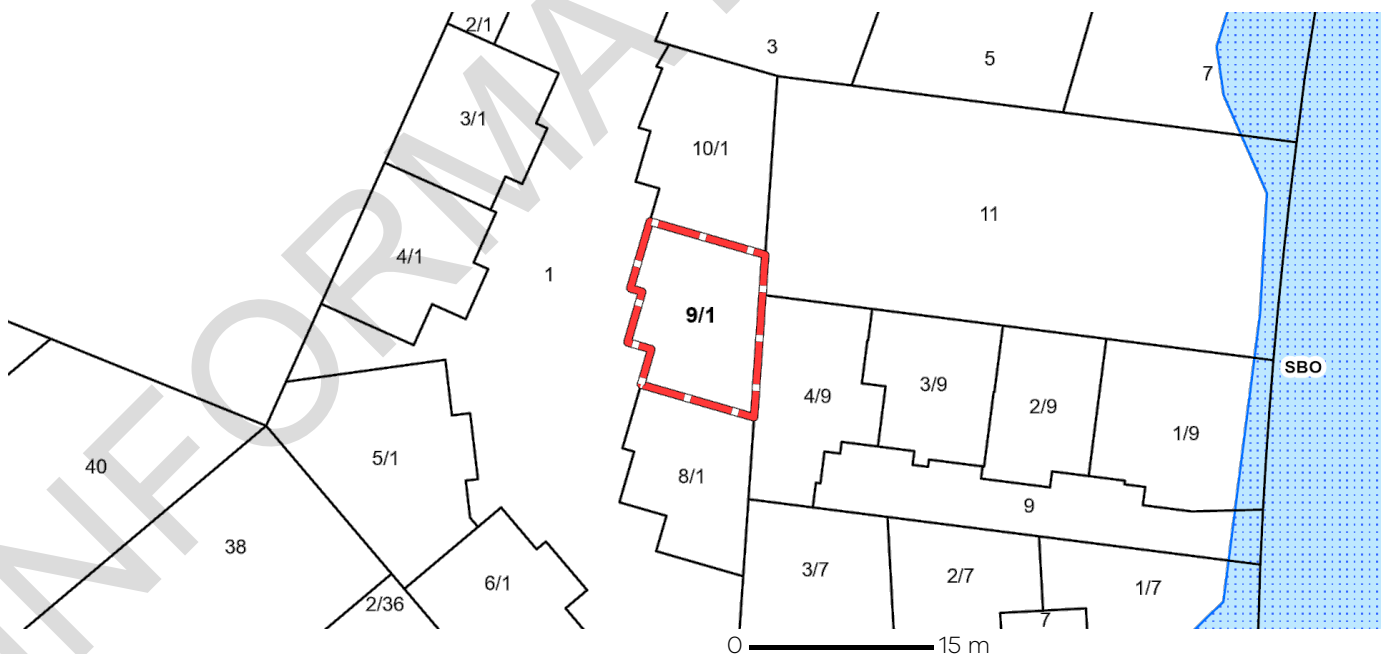
 **DCPO - Development Contributions Plan Overlay**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[SPECIAL BUILDING OVERLAY \(SBO\)](#)



 **SBO - Special Building Overlay**

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

## Further Planning Information

Planning scheme data last updated on 26 June 2024.

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

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

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

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

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

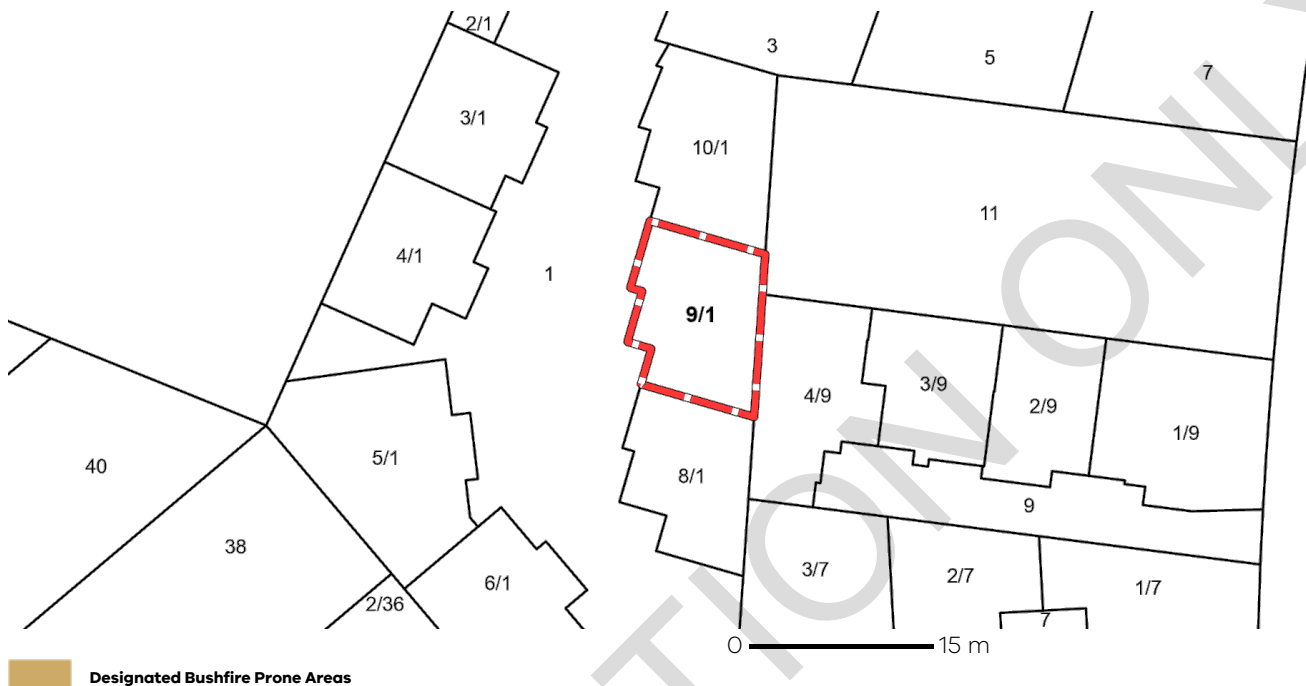


## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

**Date of issue**  
25/06/2024

**Assessment No.**  
155689

**Certificate No.**  
161841

**Your reference**  
73295218-019-5

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2024

**Property location:** 9/1 Rochdale Square LALOR 3075

**Description:** UNI: 9 RP: 8230

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$350,000	\$150,000	\$17,500

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2023 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2023	\$826.78
Fire services charge (Res) levied on 01/07/2023	\$125.00
Fire services levy (Res) levied on 01/07/2023	\$16.10
Waste Service Charge (Res/Rural) levied on 01/07/2023	\$171.45
Waste Landfill Levy Res/Rural levied on 01/07/2023	\$11.85
Arrears to 30/06/2023	\$0.00
Interest to 25/06/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,151.18

*Balance of rates & charges due:* \$0.00

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$0.00**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752  
Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

[whittlesea.vic.gov.au](http://whittlesea.vic.gov.au)

## 2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

## 3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

## 4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

## 5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

### **Interest penalty on late payments**

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

## 6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* 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.

---

**Payment can be made using these options.**

---



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 155689



Phone 1300 301 185  
Ref 155689



Biller Code 5157  
Ref 155689

24th June 2024

Jana Najdovski C/- LANDATA  
LANDATA

Dear Jana Najdovski C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	9/1 ROCHDALE SQUARE LALOR 3075
<b>Applicant</b>	Jana Najdovski C/- LANDATA LANDATA
<b>Information Statement</b>	30860395
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	Rochdale

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

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

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

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	9/1 ROCHDALE SQUARE LALOR 3075
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

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

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

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

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

**Melbourne Water Property Information Statement**

Property Address	9/1 ROCHDALE SQUARE LALOR 3075
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

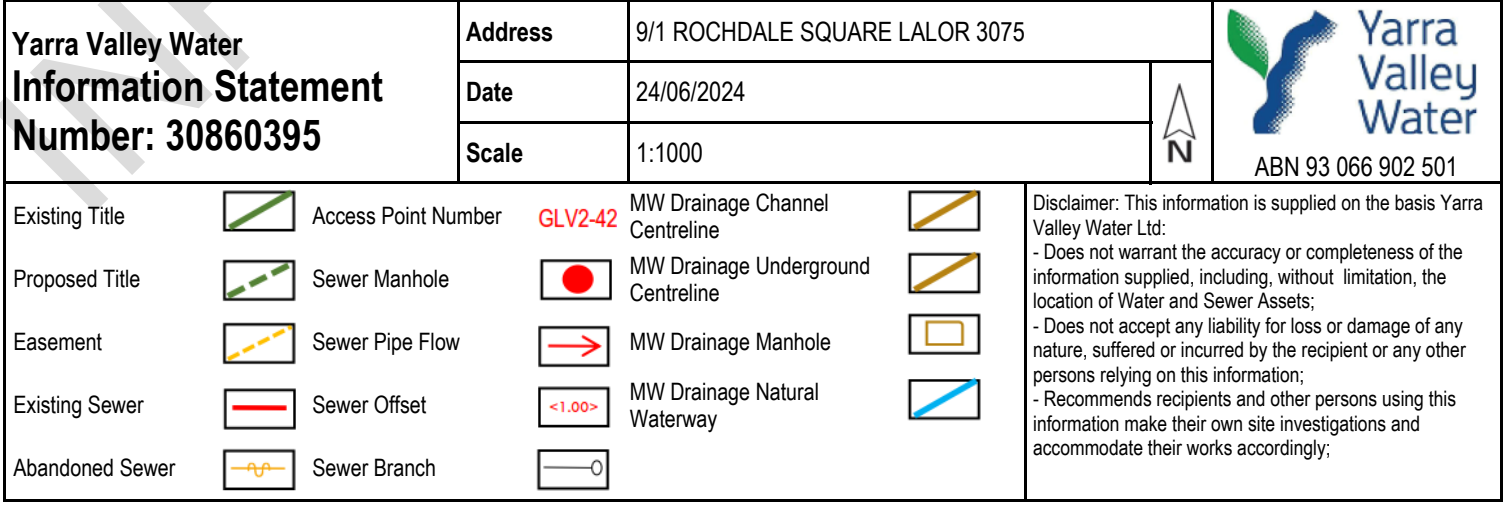
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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

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

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





Jana Najdovski C/- LANDATA  
LANDATA  
[certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

## RATES CERTIFICATE

**Account No:** 5082130000  
**Rate Certificate No:** 30860395

**Date of Issue:** 24/06/2024  
**Your Ref:** Rochdale

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 9/1 ROCHDALE SQ, LALOR VIC 3075	9\RP8230	1226239	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.03	\$0.00
Residential Sewer Service Charge	01-04-2024 to 30-06-2024	\$114.47	\$0.00
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$0.00
Drainage Fee	01-04-2024 to 30-06-2024	\$29.38	\$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$0.00

\* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER  
RETAIL SERVICES

### Note:

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



activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Property No:** 1226239

**Address:** UNIT 9/1 ROCHDALE SQ, LALOR VIC 3075

**Water Information Statement Number:** 30860395

## HOW TO PAY



**Biller Code:** 314567  
**Ref:** 50821300006

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

Property Clearance Certificate

Land Tax



JANA NAJDOVSKI

Your Reference:	LD:73295218-014-0.ROCHDAI
Certificate No:	78692433
Issue Date:	24 JUN 2024
Enquiries:	ESYSPROD

Land Address: UNIT 9, 1 ROCHDALE SQUARE LALOR VIC 3075						
Land Id	Lot	Plan	Volume	Folio	Tax Payable	
13851585	9	8230	9169	63	\$975.00	

Vendor: DRAGAN DIMISKOVSKI

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR DRAGAN DIMISKOVSKI	2024	\$150,000	\$975.00	\$0.00	\$975.00


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

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

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:	\$350,000
SITE VALUE:	\$150,000
CURRENT LAND TAX CHARGE:	\$975.00



# Notes to Certificate - Land Tax

**Certificate No:** 78692433

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$150,000

Calculated as \$975 plus ( \$150,000 - \$100,000) multiplied by 0.000 cents.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 78692433

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 78692433

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Windfall Gains Tax



JANA NAJDOVSKI

Your Reference: LD:73295218-014-0.ROCHDALE  
Certificate No: 78692433  
Issue Date: 24 JUN 2024

Land Address: UNIT 9, 1 ROCHDALE SQUARE LALOR VIC 3075					
Lot	Plan	Volume	Folio		
9	8230	9169	63		
Vendor: DRAGAN DIMISKOVSKI					
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.

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00



# Notes to Certificate - Windfall Gains Tax

Certificate No: 78692433

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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


## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p> <p></p> <p>Billers Code: 416073 Ref: 78692431</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <p></p> <p>Ref: 78692431</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
--	---	--

# OWNERS CORPORATION CERTIFICATE

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018

As at 3 July 2024

## 1. OWNERS CORPORATION DETAILS

Plan Number:  
Address of Plan: 1 Rochdale Square, Lalor VIC 3075  
Lot Number this statement relates to: 9  
Unit Number this statement relates to: 9  
Postal Address is: PO Box 370 Ascot Vale VIC 3032

## 2. CERTIFICATE DETAILS

Vendor: Dragan Dimiskovski  
Postal Address for Lot 9: 18 Lapis Chase EPPING VIC 3076  
  
Person requesting Certificate: Jana Najdovski of Real Estate Conveyancing  
Reference: Jun24  
Address: PO Box 1115, Craigieburn VIC 3064  
Email: jana@realestateconvey.com.au

## 3. CURRENT ANNUAL LEVY FEES FOR LOT 9

The current annual fees for the lot are \$6,750.55 payable quarterly.

Period	Amount	Due Date	Status
1 <sup>st</sup> Levy Period 01/10/2023 – 31/12/2023	\$ 1,675.00	01/10/2023	Paid
2 <sup>nd</sup> Levy Period 01/01/2024 – 31/03/2024	\$ 1,691.85	01/01/2024	Paid
3 <sup>rd</sup> Levy Period 01/04/2024 – 30/06/2024	\$ 1,691.85	01/04/2024	Partially Paid
4 <sup>th</sup> Levy Period 01/07/2024 – 30/09/2024	\$ 1,691.85	01/07/2024	Outstanding

The date up to which the fees for the lot have been paid is 31 Mar 2024.

The total of any unpaid fees or charges for the lot is:

### ADMINISTRATION FUND

Amount owing \$461.12  
Interest owing \$0.03  
Total amount owing \$461.15

### MAINTENANCE FUND

Amount owing \$1,304.52  
Interest owing \$0.07  
Total amount owing \$1,304.59

**TOTAL ADMINISTRATION AND MAINTENANCE FUND \$1,765.74**

Please refer to the attached Levy Statement for the payment details of the outstanding amount stated above.

#### 4. SPECIAL LEVY FEES FOR LOT 9

The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: None

#### 5. OTHER CHARGES FOR LOT 9

Repairs, maintenance, or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above:

The common driveway and paths require replacement. This is now partially completed, with the remaining works anticipated to be completed in early 2025. The Owners Corporations preference is to fund this via the Maintenance fund levies, however a Special Levy may be required in future to defray the cost.

#### 6. FUNDS HELD BY THE OWNERS CORPORATION

The total funds held by the Owners Corporation are \$41,074.32.

#### 7. INSURANCE DETAILS

The Owners Corporation has the following insurance cover:

Policy No.	HU0006073910	Chu Underwriting Agencies Pty Ltd	
Type:	Strata	Broker: Honan Insurance Brokers GPO Box 4747, Melbourne VIC 3001	
Premium:	\$7,453.64	Paid on:	31/05/2024
Policy start date:	01/06/2024	Next due:	01/06/2025

Cover	Sum insured	Excess
Building	\$3,280,000.00	\$0.00
Loss of Rent	\$492,000.00	\$0.00
Contents	\$32,800.00	\$0.00
Public Liability	\$30,000,000.00	\$0.00
Personal Accident	\$200,000/\$2,000	\$0.00
Fidelity Guarantee	\$250,000.00	\$0.00
Office Bearers Liability	\$1,000,000.00	\$0.00
Machinery Breakdown	Not included	\$0.00
Catastrophe	Not included	\$0.00
Govern Audit	\$25,000.00	\$0.00
Appeal Health & Safety	\$100,000.00	\$0.00
Legal Defence	\$50,000.00	\$0.00
Lot Fixtures & Improvements	\$250,000.00	\$0.00
Flood	Included	\$0.00
Floating Floors	Included	\$0.00
Standard Excess	\$0.00	\$5,000.00

Please note that standard excess applies to all claims, and that additional excess may apply in some circumstances.

The Buildings covered by the Policy are situated at: **1 Rochdale Square, Lalor VIC 3075**



## 8. CONTINGENT LIABILITIES

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

## 9. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

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

## 10. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

## 11. AGREEMENTS TO PROVIDE SERVICES

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

## 12. NOTICES OR ORDERS

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

## 13. CURRENT OR FUTURE PROCEEDINGS

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

## 14. APPOINTMENT OF AN ADMINISTRATOR

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

## 15. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

The common driveway and paths require replacement. This is now partially completed, with the remaining works anticipated to be completed in early 2025. The Owners Corporations preference is to fund this via the Maintenance fund levies, however a Special Levy may be required in future to defray the cost.

## 16. OWNERS CORPORATION MANAGERS DETAILS

Name of Company:	StrataEase
ABN:	78 540 712 397
Address of Registered Office:	PO Box 370 ASCOT VALE VIC 3032
Telephone:	1300 601 876
Email:	accounts@strataease.com.au

## 17. SIGNING

The common seal of Owners Corporation number **RP08230** was affixed in accordance with Section 20 of the Owners Corporations Act 2006 and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporation Act 2006.



\_\_\_\_\_  
**Registered Manager**

3 July 2024  
\_\_\_\_\_  
**Date**

This Owners Corporation Certificate was prepared by:

Full name: Jacquie Duval

Company: StrataEase

Address of registered office: PO Box 370 ASCOT VALE VIC 3032

**Note:**

If you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at [accounts@strataease.com.au](mailto:accounts@strataease.com.au). Please note the inspection of the Register may require the payment of a fee.

**Attached with this certificate:**

A copy of the minutes of the most recent annual general meeting of the Owners Corporation.

A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled ***"Statement of Advice and Information for Prospective Purchasers and Lot Owners"***.

The model rules of the property.

## OWNER STATEMENT

Issued 03/07/2024 on behalf of the owners of:

Lalor, 1 Rochdale Square RP08230

1 Rochdale Square  
Lalor VIC 3075

for Lot 9 Unit 9  
Dragan Dimiskovski

Dragan Dimiskovski  
18 Lapis Chase  
EPPING VIC 3076

Due Date	Details	Amount due (nil GST)	Amount paid	Interest accrued*	Interest paid	Amount outstanding
08/06/2023	Opening Balance	5,058.00	5,058.00	0.00	0.00	0.00
01/07/2023	Quarterly Admin/Sinking Levy for 01/07/2023	1,675.00	1,675.00	0.00	0.00	0.00
14/07/2023	Lot 9: Debt recovery Stage 3	66.00	66.00	0.00	0.00	0.00
01/10/2023	Interim Quarterly Admin/Sinking Levy	1,675.00	1,675.00	0.00	0.00	0.00
01/01/2024	Quarterly Admin/Sinking Levy 01/01/2024 -	1,691.85	1,691.85	0.00	0.00	0.00
01/04/2024	Quarterly Admin/Sinking Levy 01/04/2024 -	1,691.85	1,618.06	40.89	40.79	73.89
13/06/2024	Lot 9: Debt recovery Stage 2	33.00	33.00	0.00	0.00	0.00
01/07/2024	Quarterly Admin/Sinking Levy 01/07/2024 -	1,691.85	0.00	0.00	0.00	1,691.85
* Interest calculated to 03/07/2024		\$13,582.55	\$11,816.91	\$40.89	\$40.79	\$1,765.74

**Total amount outstanding** **\$1,765.74** Cheques should be made payable to 'Lalor, 1 Rochdale Square RP08230'



**DEFT**  
PAYMENT SYSTEMS

\*Registration is required for payments from cheque or savings accounts. Please complete registration at [www.deft.com.au](http://www.deft.com.au). You do not need to re-register for the internet service if already registered.

Dragan Dimiskovski

Owners Corporation RP08230

Lot 9 Unit 9



Pay over the Internet from your Bank account. Register at [www.deft.com.au](http://www.deft.com.au)



Credit card payments can be made over the internet. Log onto [www.deft.com.au](http://www.deft.com.au) and follow the instructions. A surcharge will be applicable if you use this option



Pay by mailing this payment slip with your cheque to:

DEFT Payment Systems  
GPO Box 2174, Melbourne VIC 3001



Pay in-store at Australia Post by cheque or EFTPOS.

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: [www.bpay.com.au](http://www.bpay.com.au)

**StrataEase**

**DEFT Reference Number**

**23384436436856900093**

**Amount Due**

**\$1,765.74**

**Due Date**

**03/07/2024**

**Amount Paid**

**\$**



\*496 233844364 36856900093

+233844364 36856900093<

000176574<3+

# 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.

**MINUTES OF AN ANNUAL GENERAL MEETING  
THE OWNERS - STRATA PLAN RP08230**

**1 Rochdale Square, Lalor VIC 3075**

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan RP08230 was held on 24/10/2023 at 04:00 PM via Zoom

**1 PRESENT**

Lot #	Unit #	Attendance	Owner Name Representative
3	3	Yes	Bona, Nickolce Nackovski, & Silvana Bogdanovska Proxy Lin Padgham
2	2	Yes	Isabella Tasevski Proxy George Tasevski
7	7	Apology	Lorraine E Robinson
4	4	Yes	Peter Andreadis Peter & Paras Andreadis
6	6	Yes	Ralph Ronnquist Proxy Lin Padgham
1	1	Yes	Rosina Tzikas Rosina Tzikas (Ritoli)

OTHERS IN ATTENDANCE: Jacqui Duval from StrataEase

**2 ARREARS**

The Manager advised the meeting that, in accordance with S.89B and S.89C(10) of the Owners Corporations Act 2006, Lot 2 was ineligible to vote on ordinary resolutions, to vote as a proxy on behalf of another lot, to nominate themselves or a proxy for committee membership or to stand for election as a committee member.

**3 QUORUM**

This attendance does not represent a quorum of Owners Corporation RP08230. All decisions are interim decisions. In accordance with S78 (4) of the Act an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period. Members totalling 25% of all lot entitlements may petition to hold a special general meeting (note that Schedule 2.2 fees apply for an special general meeting to be arranged and held). After 28 days (if there is no petition) the interim decisions become ordinary resolutions of the Owners Corporation and are binding. It is noted that any resolutions made and/or levies struck at this meeting are to be actioned as if the resolutions were final, despite their interim nature. If petition is received within the interim period, relevant adjustments will be made as required.

**4 MEETING CHAIRPERSON AND MINUTE TAKER**

It was resolved by Ordinary Resolution for Jacqui Duval to chair the meeting on behalf of the Owners Corporation. Jacqui Duval was authorised to take the minutes.

**5 CONSIDERATION OF REPORTS**

The Manager's Report was tabled (copies were included in the notice of agenda).

The Committee Report was sent to all owners on 18/10/2023. Lin furnished a brief verbal account.

**6 CONFIRMATION OF MINUTES**

It was resolved by Ordinary Resolution to accept the minutes of last year's Annual General Meeting as true and correct.

**7 OH&S REPORT**

It was noted by the Manager that the Owners Corporation has a responsibility to ensure the property is safe under the Occupation Health and Safety Act 1985. Members are reminded that they have an obligation to ensure the common property is maintained to a safe condition and that any health and safety risks identified on common property are to be reported to the Manager. An OH&S Report was obtained 17/03/2023.

It was resolved by Ordinary Resolution that the Owners Corporation was not to obtain another OH&S Report.

The Owners Corporation warrants that they will either attend to, or report to the manager, any risks/hazards as they are identified.

The OC is working towards the replacement of the driveway and paths as repairs have been established as unfeasible. Signage and hi-vis marking of trip hazards has been undertaken as risk mitigation steps in the meantime. The insurer has requested a timeframe for when the concreting will be completed.

**8 ASBESTOS REPORT**

It was noted that Owners Corporations built before 1 January 2004 that have common property are now required to survey buildings for Asbestos and ensure that there is an Asbestos Register available at the property. It is recommended to complete an Asbestos Report and Safety Audit, so an appropriate Asbestos Management Plan can be developed and kept at the property.

It was resolved by Ordinary Resolution that the Owners Corporation was not to obtain an Asbestos Report. The Owners Corporation believes that there is likely no asbestos in common areas.

**9 ESSENTIAL SAFETY MEASURES AUDIT**

It was noted that although Class 1A buildings are exempt from ESM requirements, they are still subject to mandatory requirements regarding smoke detectors. It is also to be noted that all Owners are responsible for ensuring that all essential safety measures are regularly checked and maintained within their individual unit. Any obstructions to paths of travel or issues with public lighting on common property should be reported to the Manager for appropriate actioning.

It was resolved by Ordinary Resolution that the Owners Corporation was not to obtain an Essential Safety Measures Audit, as it is not required for this class of building.

**10 INSURANCE DETAILS**

Disclosure requirements: the manager advised that they are an authorised representative of Whitbread Insurance Brokers and CHU and a distributor for Honan Insurance Brokers, authorised to give factual advice and provide quotes for insurance. Members are advised to consult the FSG and PDS before deciding on insurance, a copy of which is provided to the Committee at time of renewal and can be provided to any other members of the OC upon request.

Policy No.HU0006073910

Chu Underwriting Agencies Pty Ltd

Type : Strata

Broker : Honan Insurance Brokers

Premium : \$5,320.81

Paid on : 29/11/2022

Start : 01/12/2022

Next due : 01/12/2023

Cover	Sum Insured	Excess
Building	\$3,025,559.00	\$0.00
Loss of Rent	\$453,833.00	\$0.00
Contents	\$30,255.00	\$0.00
Public Liability	\$30,000,000.00	\$0.00

Personal Accident	\$200,000/\$2,000	\$0.00
Fidelity Guarantee	\$250,000.00	\$0.00
Office Bearers Liability	\$1,000,000.00	\$0.00
Machinery Breakdown	Not included	\$0.00
Catastrophe	Not included	\$0.00
Govern Audit	\$25,000.00	\$0.00
Appeal Health & Safety	\$100,000.00	\$0.00
Legal Defence	\$50,000.00	\$0.00
Lot Fixtures & Improvements	\$250,000.00	\$0.00
Flood	Included	\$0.00
Floating Floors	Included	\$0.00
Standard Excess	\$0.00	\$1,000.00

Please note that standard excess applies to all claims, and that additional excess may apply in some circumstances.

### **INSURANCE VALUATION**

The last insurance valuation report was completed on 17/10/2019.

It was noted that under S.65(2) of the Owners Corporation Act, a valuation for the property must be obtained every 5 years or earlier as determined by the Owners Corporation.

It was resolved by Ordinary Resolution to obtain an insurance valuation report prior to insurance renewal in 2024.

### **INSURANCE RENEWAL**

It was resolved by Ordinary Resolution to obtain insurance quotes at the time of insurance renewal for the committee to review as per the valuation obtained.

It was resolved by Ordinary Resolution that once renewal terms were issued to the Owners Corporation by the Manager, if the Manager does not receive instructions from the Owners Corporation prior to the renewal date, the insurance is to be renewed as per the insurance broker's recommendation or renewal terms provided by the insurer to ensure insurance coverage of the property.

It was resolved by Ordinary Resolution that the Committee or any Owners Corporation member will instruct the manager in writing of any information that they are required to disclose to the insurer that may affect the insurance for the property, as the Owners Corporation has a duty of disclosure. Please note that undisclosed details may increase the risk to the insurer and thus the insurer retains the right to cancel the policy or reduce the amount paid, or both, in the event of a claim.

Please note that members are to advise StrataEase in writing regarding any changes in use/tenancy (i.e. type of business being conducted) for any units at the property. This includes if a business is being conducted in a residential dwelling, as this may impact the policy.

Please note that the Owners Corporation should only engage contractors who have their own public liability insurance, as should an incident occur, it may affect the Owners Corporation insurance.

Please note that under S.59 of the Owners Corporation Act:

An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property in accordance with this Division.

The insurance must include:

- the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new; and
- the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

Please note the Owners Corporation insurance does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) or contents. Owners should obtain their own contents and liability insurance.

## **INSURANCE EXCESS**

It was resolved by Ordinary Resolution that for all insurance claims made on the Owners Corporations insurance policy that the claimant (private lot owner) pays the excess, unless otherwise determined by the committee.

## **11 MAINTENANCE WORK**

The following maintenance issues were discussed:

It was resolved to continue with the current caretaker, Mags Tree Services (changed name from SHM property services, same people).

Driveway:

It was noted that quotes were requested from multiple companies, some have not responded, some have declined, 2 quotes have been received.

The quotes are for the works as a whole and also split into 3 parts - unfortunately the parts are different sizes, so the split quotes are not directly comparable.

One contractor has not included everything in their quotes and has listed them as additional, so the final figure is not known.

It was resolved to send the quotes to all owners.

Rosie advised she would also try to obtain additional quotes.

It was noted that the insurance company has asked if the works have been completed and if not when they will be completed by. The Manager has advised them of the risk mitigation actions undertaken and that funds are being raised to pay for the works.

It was resolved to begin the driveway works on the first section of the driveway within this financial year - and as soon as possible after committee approves a quote.

## **12 MAINTENANCE PLAN**

Only required for Tier 1 & 2 Owners Corporations (50+ lots) and is optional for all other OCs, and for these may be formally adopted or just used as a guide. An Owners Corporation maintenance plan must contain all items described in S.36 of the Owners Corporation Act.

It was resolved that the Owners Corporation was not to obtain a Maintenance Plan.

## **13 FINANCIAL STATEMENTS**

Financial statements were tabled and the members resolved by Ordinary Resolution that they be adopted.

## **14 FINANCIAL AUDIT**

Required for Tier 1 & 2 Owners Corporations (50+ lots) and is optional for all other OCs pursuant to S.35 of the Owners Corporations Act 2006.

It was resolved that the Owners Corporation will not undertake an external audit of its financials.

## **15 ANNUAL BUDGET**

It was resolved by Ordinary Resolution to accept and adopt the Administration budget of \$17,505.00, inclusive of GST for the financial year ending 30/09/2024.

It was resolved by Ordinary Resolution to accept and adopt the Sinking Fund budget of \$50,000.00, inclusive of GST for the financial year ending 30/09/2024.

Accordingly, levies are struck Quarterly based on lot liability, per lot, pursuant to S.23 of the Owners Corporations Act.

The first such instalment being due on 01/10/2023 with subsequent instalments being due on the first days of 01/01/2024, 01/04/2024, 01/07/2024.

If the first levy has already been issued, the remaining levies will be adjusted to total the annual budget adopted.



**16 PENALTY INTEREST**

It was resolved for the Owners Corporation to charge interest on overdue levies pursuant to S.29 of the Owners Corporation Act.

**17 ACTION TO COLLECT PAST DUE FEES**

It was resolved by Ordinary Resolution that the Owners Corporation will recover past due fees through an authorised court of jurisdiction, if required.

It was resolved by Ordinary Resolution that the costs incurred by the Owners Corporation in recovering fees and levies will be fully recoverable from the indebted lot owner. This includes administrative fees and charges to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

It was resolved by Ordinary Resolution that all Contributions overdue from the due date will be liable for an Overdue Administration Fee, payable to the StrataEase for the following:

- \$0 for 30 days from the due date
- \$33 for 60 days from the due date
- \$66 for 90 days from the due date
- \$110 to begin debt recovery

**18 APPOINTMENT OF MANAGER**

It was resolved by Ordinary Resolution pursuant to S.119 of the Owners Corporation Act to continue with StrataEase as manager of Owners Corporation RP08230.

It was resolved by Ordinary Resolution pursuant to S.120 or S.121 of the Owners Corporation Act as applicable to delegate to the manager all the powers under the Owners Corporation Act to enable them to perform their required duties.

**19 APPOINTMENT OF MANAGEMENT COMMITTEE**

It was resolved by Ordinary Resolution for the following members to be appointed to the Committee:

- Lin Padgham - Lot 6

It was resolved by Ordinary Resolution to delegate to the committee all the powers and functions that may be delegated by the Owners Corporation under S.11.

It was resolved by Ordinary Resolution that the members of the Committee will also act as the Grievance Committee.

**20 APPOINTMENT OF CHAIRPERSON AND SECRETARY**

It was resolved by Ordinary Resolution that Lin Padgham will act as Chairperson.

It was resolved by Ordinary Resolution that Lin Padgham will act as Secretary.

It was resolved by Ordinary Resolution that the Chairperson will be the main contact for StrataEase to liaise with for decisions of the committee, and that the Chairperson will advise StrataEase on Committee Decisions throughout the year.

It was resolved by Ordinary Resolution to permit the Manager to provide members contact details (including email addresses and telephone numbers) to tradespeople /contractors/stakeholders and/or other members in order to facilitate the effective operation of the Committee and the Owners Corporation, including but not limited to Committee communications and works being carried out at the property.

**21 DESIGNATION OF PUBLIC OFFICER**

Not Applicable.

**22 SPECIAL RESOLUTION**

Not Applicable.

**23 GENERAL BUSINESS**

There was no general business raised.

**24 NEXT MEETING**

The next Annual General Meeting will be held after the end of the Owners Corporations financial year.

**25 MEETING CLOSE**

The meeting closed at 05:05 PM

INFORMATION ONLY

# Model Rules for an Owners Corporation

(Schedule 2, Regulation 11, Owners Corporations Regulations 2018)

## 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.

### 1.4 Smoke penetration

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

### 1.5 Fire safety information

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

## 2. Committees 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.
- 7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

#### **4.2 Vehicles and parking on common property**

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

- a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- b) on the common property so as to obstruct a driveway, 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.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
5. The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## 6. Behaviour of persons

### 6.1 Behaviour of owners, occupiers and invitees on common property

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

### 6.2 Noise 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 28 calendar days after the dispute comes to the attention of all the parties.
  - 5A. A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
  - 6A. Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
  - 6B. The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of 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*.

# **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 ([consumer.vic.gov.au/duediligencechecklist](http://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.

(04/10/2016)

- 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.