

Contract of sale of land

Property: 7 Snapdragon St South Morang VIC 3752



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../20.....

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)

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

SIGNED BY THE VENDOR:

..... on/...../20.....

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

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Harcourts Rata & Co

Address: 1/337 Settlement Road Thomastown VIC 3074

Email: sold@rataandco.com.au

Tel: (03) 9465 7766

Mob:

Fax:

Ref:

Vendor

Name: Stephanie Ann Jean Anderson & Anthony Phillip Marriner

Address:

ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Legal World Pty Ltd

Address: PO Box 1099, Wahroonga NSW 2076

Email: team@legalworld.com.au

Tel: (02) 8599 7918

Fax: 02 8272 8256

Ref: 20820

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11498	Folio	650	27	643440J
Volume		Folio			

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 7 Snapdragon St South Morang VIC 3752

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

All fixtures and fittings.

Payment

Price	\$	
Deposit	\$	On signing hereof
Balance	\$	payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on or before 30 days from date of contract.

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than \$..... Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special Conditions

1. Definitions and Interpretation

1.1 Definitions

In this Contract of Sale the meaning of the terms used as set below.

Act means the *Subdivision Act 1988 (Vic)*

Additional Restrictions includes, without limitation all easements, encumbrances, rights, privileges, restrictions on use, covenants, dedications of land, agreements (including, without limitation, the entering into of any agreement under section 173 of the *Planning and Environment Act 1987 (Vic)* and any agreement required under the Planning Permit) leases, licenses, other occupation rights and arrangements relating to all or part of the Development including those, without limitation, which are described in special condition 20 and which are:

- (a) required by an Authority or the Registrar;
- (b) required by a condition of an Approval;
- (c) reasonably and properly required for the Development; and
- (d) necessary to satisfy a Requirement.

Approvals means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in relation to the Development or any Lot on the Plan.

Authority means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Bank means any one of Commonwealth Bank of Australia, Westpac Banking Corporation, ANZ Banking Group Limited, National Australia Bank Limited or any Australian Bank which the **vendor's legal practitioner** (as stakeholder) deposits the Deposit with or as the **vendor** otherwise agrees to.

Claim means any claim, action, proceeding, judgement, damage, loss, cost, expense or liability however incurred or suffered or brought or made or recovered against any person, however arising (whether or not presently ascertained, immediate, future or contingent or in the nature of incidental, special, exemplary or consequential damages) including, but not limited to loss of profits or revenue, interference with business operations or loss of tenants, lenders, investors or buyer's inability to use the **land**.

Contract means this contract of sale of real estate and includes the attachments and schedules to this contract.

Contamination/Contaminant means in relation to land, the presence in, on or under that land, including groundwater under the land, of any substance (including a chemical, a mineral or any natural or human produced substance) which has been added to the land at a concentration above the concentration at which the substance is normally present in, on or under geologically similar land in the same locality and poses a threat to human health or the Environment.

Deposit Security means an unconditional and irrevocable Bank Guarantee or Deposit Bond made out in favour of the Vendor's solicitors in a form issued by a bank or provider approved by the vendor's solicitors in its absolute discretion with either no expiry date or an expiry date acceptable to the Vendor's solicitors in its absolute discretion.

Environment means the physical factors of the surrounds of human beings including the land, waters, atmosphere, climate, sounds, odours, tastes, the biological factors of animals and plants, the social factor of aesthetics and includes ecosystems.

Environmental Law means any statute or common law relating to the Environment, including any law relating to land use, planning, heritage, coastal protection, water catchments, pollution of air or waters, soil or underground Contamination, chemicals, waste, use of hazardous or dangerous goods or substances, building regulations, public and occupational health and safety, noxious trades, or any other aspect of protection of the Environment or person or property.

Foreign Person means a "Foreign Person" as defined in Section 5 or section 21A of the Takeovers Act or a person to who section 21A applies.

General conditions mean the general conditions set out in this **contract**.

Guarantee and indemnity means the guarantee and indemnity which forms **Attachment 1** to this Contract.

Insolvency Event means if the Purchaser:

- (a) is an individual and:
 - (i) dies;
 - (ii) an administration order within the meaning of the Guardianship and Administration Board Act 1986 (Vic) is made concerning the Purchaser's estate; or
 - (iii) commits an act of bankruptcy or becomes insolvent; or
- (b) is a corporation and:
 - (i) assigns any of its property for the benefit of the creditors or any class of them;
 - (ii) its interest in or under this contract or in the subject matter of this contract becomes attached or taken in execution or under any legal process;
 - (iii) an encumbrance takes any step towards taking possession or takes possession of any assets of it or exercises any power of sale;
 - (iv) it ceases, suspends or threatens to cease or suspend the conduct of a majority of its business, or disposes of or threatens to dispose of its assets, except for the purposes of a solvent reconstruction or amalgamation previously approved by the Vendor;
 - (v) any security interest becomes enforceable or is enforced against it;
 - (vi) a distress, attachment or other execution is levied or enforced against it in excess of \$10,000.00;
 - (vii) it has a judgement or order given against it in an amount exceeding \$10,000.00 (or the equivalent in another currency) and the judgement or order is not satisfied or quashed or stayed within 20 Business Days after being given;
 - (viii) it takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;
 - (ix) a resolution is passed by it to appoint an administrator or an administrator of it is appointed;
 - (x) an order is made that it be wound up;
 - (xi) an order is made appointing a liquidator or a provisional liquidator of it;
 - (xii) it resolves to wind up or otherwise dissolve, or gives notice of its intention to do so, except for the purposes of solvent reconstruction or amalgamation previously approved by the Vendor, or is otherwise wound up or dissolved;
 - (xiii) it is, or states that it is, or under Law is taken to be, unable to pay its debts (other than as a result of a failure to pay a debt or claim the subject of a dispute in good faith) or

stops or suspends or threatens to stop or suspend payment of all or a class of its debts;

- (xiv) a receiver, receiver and manager, administrator, controller or similar officer of any assets or the whole or any part of the undertaking of it is appointed; or
- (xv) it is or makes statement from which it may be reasonably deduced by the Vendor that the Purchaser is the subject of an event described in section 459C(2) of the Corporations Act; or
- (xvi) is a trustee of a trust, it is unable to satisfy out of the assets of the trust the liabilities incurred by it as and when those liabilities fall due,

and any event that is analogous or having a substantially similar effect to any of the events specified in this definition.

Outgoings means all rates, utility connection fees, taxes, levies, fire insurance premiums and all other outgoings for the **land** together with the contributions (if any) demanded, paid or payable to the **owner's corporation**, the amounts paid by the vendor on behalf of the **owner's corporation** which include any insurance premiums.

Particulars of sale mean the particulars of sale in this **contract**.

Property Controls means all existing and future planning, environmental, building and similar controls relating to the use and development of the Property.

Property means the property sold pursuant to this Contract. The terms Land, Lot, Property are used intermittently throughout this Contract, however, they all mean the property sold pursuant to this Contract.

Regulations means *Owners Corporation Regulations 2007 (Vic)*

Restrictive Covenant means the restrictive covenant set out in the Plan or on such terms as the Vendor deems appropriate in its absolute discretion.

Services means supply of electricity, water and sewerage services to the land.

Takeovers Act means the *Foreign Acquisition and Takeovers Act 1975 (Cth)*

Vendor's legal practitioner means the **vendor's legal practitioner** appointed from time to time; and

Vendor's statement means the vendor's statement attached to this **contract**.

1.2 Interpretation

In this contract:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this contract;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning;
- (e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Authority as well as an individual;

- (f) a reference to special condition, party, attachment or annexure is a reference to a special condition, party, attachment or annexure to this contract;
- (g) a reference to any legislation includes all delegation legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to this document includes that party's successors and permitted assignees;
- (j) a promise on the part of 2 or more persons binds them jointly and severally;
- (k) a reference to an agreement other than this contract includes a document and any legal enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (l) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
- (m) no provision of this contract will be construed adversely to a party because that party was responsible for the preparation of this document or that provision;
- (n) a reference to a body, other than a party to this contract (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (o) a reference to a time is a reference to the time in Victoria; and
- (p) any reference to terms defined in the *A New Tax System (Goods and Services Tax) Act 1999 Cth* is, unless the context indicates otherwise, a reference to that term as defined in that Act.

1.3 Interpretation of inclusive expressions

Specifying anything in this document after the words 'include' or 'for example' or similar expressions does not limit what else is included.

1.4 Inconsistency between General Conditions

If there is an inconsistency between the General Conditions and these special conditions, these special conditions prevail.

1.5 Priority of restrictions

The Purchaser and the Vendor agree that if there is:

- (a) any conflict arising between the Plan Restrictions, the Restrictive Covenant, the Additional Restrictions, these special conditions and the General Conditions, the ranking in priority will be as follows:
 - (i) first the Plan Restrictions;
 - (ii) second the Restrictive Covenant;
 - (iii) third the Additional Restrictions;
 - (iv) fourth these special conditions; and
 - (v) fifth the General Conditions.
- (b) any inconsistency between this special condition and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special condition will prevail and have priority over this special condition.

2. Variation of General Conditions

The following General Conditions are amended as follows:

- (a) General Condition 6.4(c) (Vendor Warranties) – delete the words "or other possessory agreement affecting the land";
- (b) General Condition 9 (Consents) is deleted;
- (c) General Condition 17.1(b)(i) is amended to read "provide all title documents necessary to enable the purchaser to become the registered proprietor of the land";

- (d) General Condition 23.2(b) is deleted;
- (e) A new General Condition 15.3 is inserted (with words to the following effect):
 “23.4 Where any adjustment must be made in relation to any land tax assessed on the Property and payable under the Land Tax Act 1958 (Vic), all such adjustments made in relation to the land tax must be adjusted on a single holding basis.”;
- (f) General Condition 33 (Default Interest) replace “2%” with “4%”;
- (g) if the Deposit is less than 10% of the price, General Condition 35.4(a) (Default not remedied) replace the word “up” with the word “equal”; and
- (h) if the Deposit is 10% of the Price, General Condition 35.4(a) (Default not remedied) replace the word “up” with the word “equal”.

3. Planning Restrictions

The Purchaser buys the Property subject to any restrictions on its use or development under the *Planning and Environment Act 1987 (Vic)*, any planning scheme and the Property Controls.

4. Purchaser's Inspections

4.1 Own Inspection

The Purchaser warrants that in entering into this contract it:

- (a) Purchases the Property solely as a result of its searches, inspection and enquiries; and
- (b) Accepts the condition of the Property as at the Day of Sale.

4.2 No Reliance

Subject to any warranties given by the Vendor in General Condition 6 (if any), the Purchaser acknowledges that it has relied on its own independent advice, examinations and valuations and has not relied on any information, representation or warranty given or made by or on behalf of the Vendor, including any information, representation or warranty concerning:

- (a) title to the Property;
- (b) the terms of any documents relating to any encumbrances affecting the Property;
- (c) the boundaries or area of the Property;
- (d) the neighbourhood of the Property;
- (e) the suitability of the Property for any particular use;
- (f) its rights and powers relating to the Property;
- (g) the services and utilities to the Property;
- (h) the occupation of the Property;
- (i) the owners corporation matters relating to the Property;
- (j) whether improvements on the Land comply with any Laws;
- (k) the condition of the Property;
- (l) the accuracy, currency, reliability or completeness of information provided to the Purchaser by or on behalf of the Vendor;
- (m) any financial return or income to be derived from the Property; or
- (n) the applicability of any environmental liability to the Property.

5. No Warranties

The Purchaser acknowledges that:

- (a) it accepts the Property with all Property Controls, Approvals, Plan Restrictions, Restrictive Covenant and the Additional Restrictions;
- (b) it has made all the enquiries with all relevant Government Agencies that a prudent and careful person would make before entering into this contract;
- (c) it enters into this contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment;
- (d) it acknowledges that the Vendor has been or may be in the course of carrying out infrastructure and other works on the Land and that the Land may be filled, raised, levelled, compacted or cut;
- (e) it has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's solicitor or the Vendor's Agent other than those expressly set out in this contract;
- (f) it must disclose to any financier, valuer, Authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of the Contract by the Vendor or any other party; and
- (g) any measurements shown on the Plans are indicative only.

6. Marketing materials

The Purchaser acknowledges and agrees that any drawings, mock ups, displays or other material depicting the Development or marketing material provided to or inspected by the Purchaser prior to the Day of Sale is intended as an indicative representation only, and the Purchaser acknowledges that the Purchaser has not relied on its inspection of that display unit, if any, or other marketing material in entering into this contract.

7. Environmental Indemnity

7.1 Release

The Purchaser must not, at any time make any objection, Claim or set-off against the Vendor or refuse or delay payment of the Price in relation to the presence of any Contaminant on the Property, or migrating from the Property, or any other liability arising under an Environmental Law concerning the Property.

7.2 Indemnity

The Purchaser indemnifies the Vendor and its officers, directors, employees, agents and representatives against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in relation to the presence of any Contaminant on the Property, or migrating from the Property, or any other liability arising under an Environmental Law concerning the Property.

7.3 Compliance with notices

The Purchaser must comply with any notice or order relating to the Property made or issued under any Environmental Law after the Day of Sale.

8. Cost of default

The Purchaser must pay any Costs incurred by the Vendor due to the Purchaser's failure to comply with any of its obligations under this contract which may include, without limitation:

- (a) interest payable by the Vendor under any existing mortgage over the Property from the Settlement Due Date;
- (b) all legal expenses incurred by the Vendor as a result of the Purchaser's delay; and
- (c) a fee of \$165.00 for any rescheduling of settlement.

which must be paid on or before settlement, if not paid at settlement, the Purchaser is taken to be in default of payment of the Balance until paid.

9. Insolvency event

9.1 Insolvency Event

In addition to any other rights the Vendor may have to terminate this contract, the Vendor may terminate this contract, by notice to the Purchaser, if an Insolvency Event occurs.

9.2 Consequences of termination

If the Vendor gives the Purchaser a notice under special condition 9.1:

- (a) General Condition 34 will not apply and this contract ends when the notice is given;
- (b) General Conditions 35.4 and 35.5 apply; and
- (c) the Vendor is entitled to the Deposit.

10. Purchaser's indemnity

The Purchaser indemnifies the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in respect of any act or omission that occurs after the Settlement Date concerning the Property and the Goods, except to the extent caused or contributed to by the Vendor.

11. Guarantee and Indemnity

If the Purchaser is a corporation (within the meaning of the Corporations Act) that is not admitted to the official list of ASX Limited, the Purchaser must on the Day of Sale:

- (a) obtain execution of a guarantee and indemnity in the form of the Guarantee and Indemnity by all of the corporation's directors; and
- (b) deliver each guarantee and indemnity, properly executed and stamped (if necessary) to the Vendor.

12. FIRB

12.1 If the Purchaser is not a Foreign Person, the Purchaser:

- (a) warrants to the Vendor that the provisions of the Takeovers Act do not apply to the Purchaser or this purchase;
- (b) is responsible for and agrees to indemnify the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in respect of a breach of the warranty in special condition 12.2(a), including legal costs on a full indemnity basis.

12.2 If the Purchaser is a Foreign Person:

- (a) the Purchaser covenants to the Vendor that it has obtained or will obtain all necessary approvals and authorities under the Takeovers Act in order for it to lawfully complete this contract in accordance with its terms; and
- (b) the Purchaser will, if the covenant in special condition 12.2(b) is breached, indemnify the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in connection with such a breach including legal costs on a full indemnity basis.

13. Novation by Vendor

13.1 In consideration of the Vendor agreeing to enter into this contract, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser shall execute:

- (a) a deed in the form prepared by the Vendor novating this contract to a third party; and
- (b) a Vendor's Statement in the form prepared by the third party.

- 13.2 If this contract is novated to a third party, the Purchaser must not make any objection, Claim or set-off against the Vendor or refuse or delay payment of the Price, in respect of special condition 13(a) or any matter arising from special condition 13.

14. Easements

- 14.1 The purchaser acknowledges that:

- (a) sewers, drains or other services may lay outside registered easements; and
- (b) the Land may be subject to unregistered easements in relation to pipes, connections or structures of service supply authorities or others which may not have been disclosed to the vendor and which may not be apparent from an inspection of the Land.

- 14.2 The purchaser will not make any requisition in respect of, objection to, claim, withhold monies at settlement, delay completion of, rescind or terminate this Contract in respect of any matters referred to in this special condition 14.

15. Further Action

Each party must do everything necessary or desirable to give effect to the provisions and purposes of this Contract.

16. Unenforceable provisions

Any provision in this contract that is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this contract or affecting the validity or enforceability of that provision.

17. Counterparts

This contract may be executed in any number of counterparts that together will constitute one instrument. A party may execute this contract by signing any counterpart.

18. No Merger

A provision of this contract which can take effect after the Settlement Date does not merge on settlement and continues to bind the parties.

19. Waiver

- 19.1 A party waives a right under this contract only if it does so in writing.

- 19.2 A party does not waive a right simply because it:

- (a) fails to exercise the right;
- (b) delays exercising the right; or
- (c) only exercises part of the right.

- 19.3 A waiver of one breach of a term of this contract does not operate as a waiver of another breach of the same term or a breach of any other term.

20. Whole Agreement

This contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of its subject matter.

21. Assignment

The purchaser must not assign its rights or obligations under this contract.

22. Variation

Any variation of any term of this contract must be in writing and signed by the parties or the parties' Legal Practitioner.

23. Christmas Closure

23.1 Notwithstanding any other provision of this Contract, if the date for settlement falls on or within the period from 22 December 2023 and 8 January 2024 (inclusive), then the date for settlement will be deemed to be 8 January 2024.

23.2 If the date for settlement falls prior to or on 22 December 2023 but settlement does not take place by that date through no fault of the Vendor, then the provisions of Special Condition 8 will apply from the due date for settlement and the Purchaser acknowledges that they cannot require the vendor to settle before 8 January 2024.

Attachment 1

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

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

SCHEDULE

Vendor:

Purchaser:

Guarantor(s):

DATED the _____ day of _____, 2023.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by _____)

the said _____)

in the presence of: _____)

Guarantor Signature

Witness Signature

SIGNED SEALED AND DELIVERED by _____)

the said _____)

in the presence of: _____)

Guarantor Signature

Witness Signature

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

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

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

7 Snapdragon St South Morang VIC 3752

Vendor's name

Stephanie Ann Jean Anderson & Anthony Phillip Marriner

Date

**Vendor's
signature**

Director/Secretary

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

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

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

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

Not Active.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

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

13. ATTACHMENTS

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

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

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

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

GST WITHHOLDING NOTICE TO PURCHASERS

In accordance with Section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("TAA")

VENDOR:

PURCHASER:

PROPERTY:

The sale of the Property is not a supply of New Residential Premises / Potential Residential Land as defined by Section 40-75 of the A New Tax System (Goods & Services Tax) Act 1999 and further refined by Section 14-250(2) of the TAA.

The Purchaser is notified pursuant to Section 14-250 of Schedule 1 of the TAA, that you are not required to withhold and direct funds to the Commission of Taxation at settlement of the contract of sale for the purchase of the Property.

Dated:

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

Page 1 of 2

VOLUME 11498 FOLIO 650

Security no : 124109752055R
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LAND DESCRIPTION

Lot 27 on Plan of Subdivision 643440J.
PARENT TITLE Volume 11275 Folio 557
Created by instrument PS643440J 04/06/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
STEPHANIE ANN JEAN ANDERSON
ANTHONY PHILLIP MARRINER both of 7 SNAPDRAGON STREET SOUTH MORANG VIC 3752
AL773471C 25/03/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU304614Y 04/05/2021
WESTPAC BANKING CORPORATION

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

AGREEMENT Section 173 Planning and Environment Act 1987
AH628967T 23/11/2010

AGREEMENT Section 173 Planning and Environment Act 1987
AL002903D 03/04/2014

DIAGRAM LOCATION

SEE PS643440J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AX106079X	CHANGE ADDRESS OWNER CORP Registered	01/08/2023

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

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

Street Address: 7 SNAPDRAGON STREET SOUTH MORANG VIC 3752

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 04/05/2021

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

Page 2 of 2

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS643440J

DOCUMENT END

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643440J

The land in PS643440J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 40.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

HIVE STRATA 5/555 GILBERT ROAD PRESTON VIC 3072

AX106079X 01/08/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC022216C 04/06/2014

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643440J

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
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 13/10/2023 11:07:26 AM

OWNERS CORPORATION 1
PLAN NO. PS643440J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
Total	4000.00	4000.00

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

Statement End.

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PLAN OF SUBDIVISION	Stage No. 	LRS use only EDITION 1	PS 643440J
----------------------------	---------------	-------------------------------	------------

Location of Land Parish: MORANG Township: Section: 6 Crown Allotment: 9 (PART) Crown Portion: Title References: VOL 11275 FOL 557 Last Plan Reference: LOT C ON PS626007V Postal Address: 70C GORGE ROAD SOUTH MORANG 3752 MGA94 Co-ordinates: E 332 130 (Of approx. centre of plan) N 5 831 140 Zone 55	Council Certification Council Name: WHITTLESEA CITY COUNCIL Ref: 607618 <div style="text-align: center;">Notations</div> THIS IS A SPEAR PLAN LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAIL
--	---

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
NIL	NIL

Depth Limitation: DOES NOT APPLY

Staging This is not a staged subdivision Planning Permit No.
--

Survey: – This plan is based on survey

To be completed where applicable

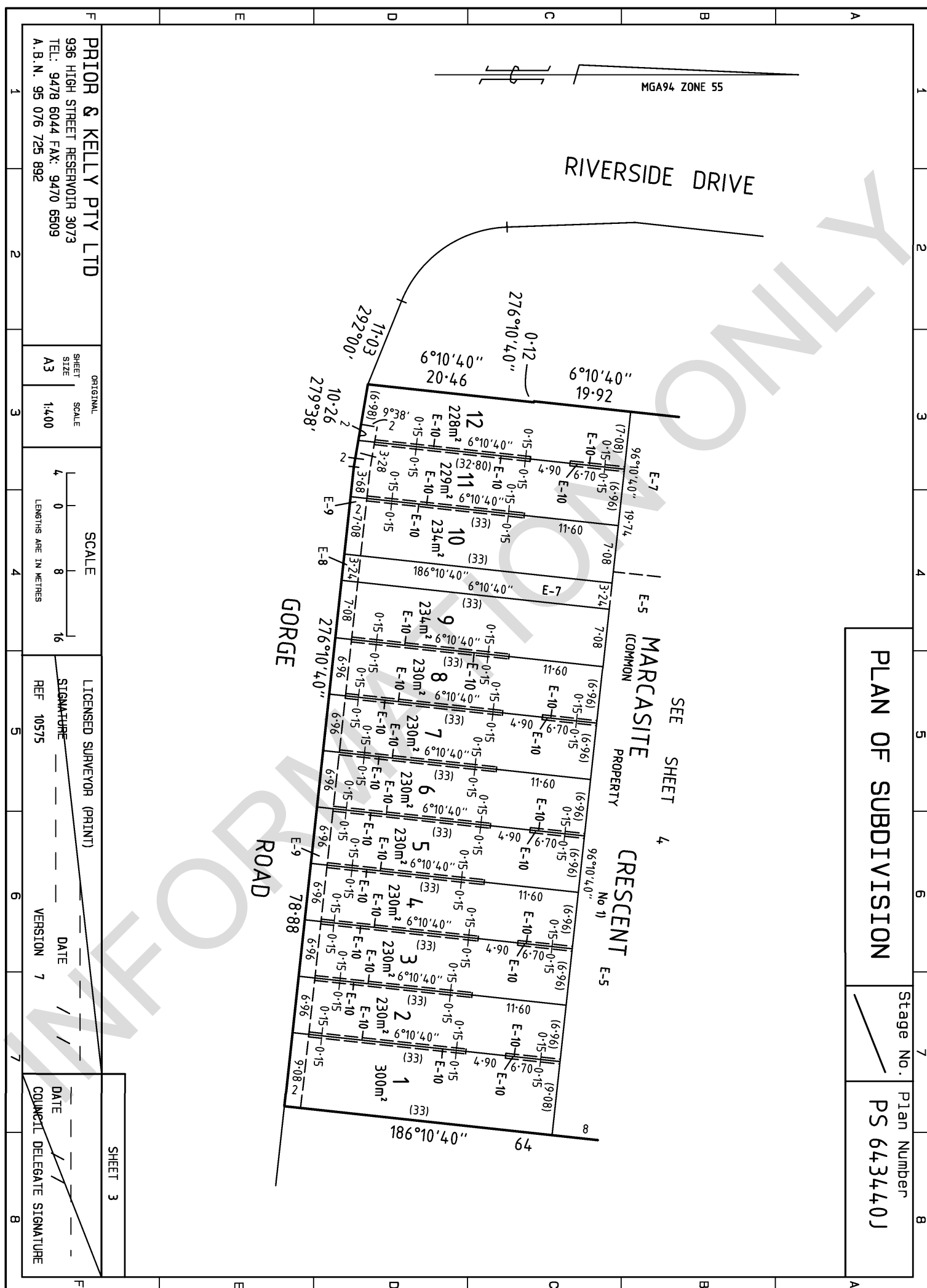
This survey has been connected to permanent marks no(s).

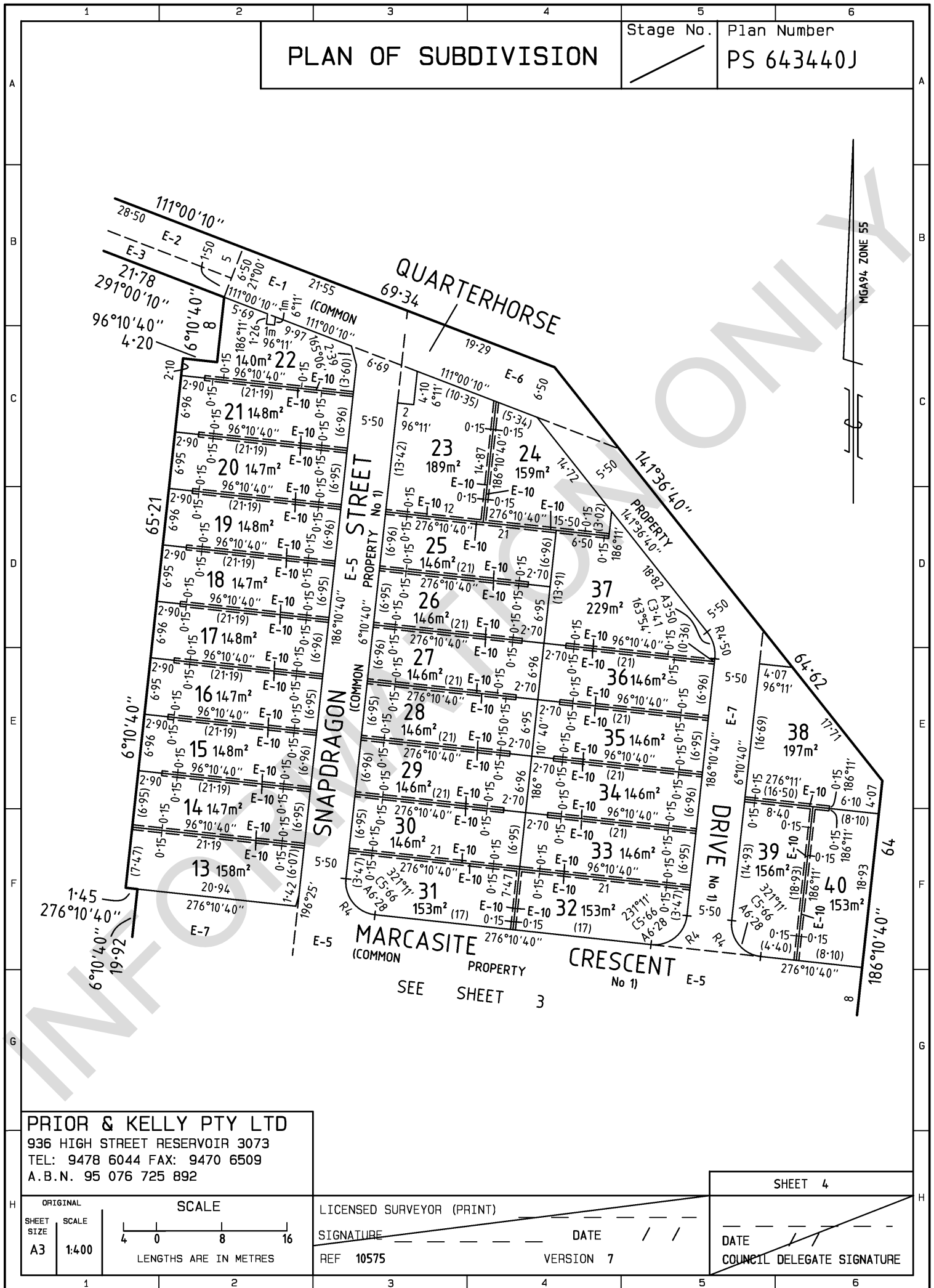
In proclaimed Survey Area no.

Easement Information					LRS use only Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 22/05/2014
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1, E-2, E-3, E-6	TRANSMISSION OF ELECTRICITY	SEE DIAG	INSTRUMENT C100845	STATE ELECTRICITY COMMISSION OF VICTORIA	
E-2, E-3, E-4	POWERLINE	SEE DIAG	PS626007V	SPI ELECTRICITY PTY LTD	
E-3, E-4	ELECTRICITY SUPPLY	SEE DIAG	PS626007V	SPI ELECTRICITY PTY LTD	
E-2, E-3, E-4	CARRIAGEWAY	SEE DIAG	PS626007V	LOT 2 ON PS626007V	
E-1, E-2, E-3, E-4, E-5	CARRIAGEWAY	SEE DIAG	PS626007V	VOL 10950 FOL 376	
E-2	WATER	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION	
E-2	DRAINAGE, GAS & TELECOMMUNICATIONS	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN	
E-1, E-5, E-6, E-7, E-8	DRAINAGE, ELECTRICITY, GAS & TELECOMMUNICATIONS	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN	
E-1, E-5, E-6, E-7, E-8	SEWERAGE, WATER	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION	
E-9	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION	
E-10	PARTY WALL	SEE DIAG	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN	

PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892	LICENSED SURVEYOR (PRINT) <u>TREVOR J. KELLY</u> SIGNATURE <u></u> <u>DIGITALLY SIGNED</u> DATE <u> </u> / <u> </u> / <u> </u> REF 10575 VERSION 7	<div style="text-align: center;"> </div> DATE <u> </u> / <u> </u> / <u> </u> COUNCIL DELEGATE SIGNATURE Original sheet size A3 (28/05/2013)JC
--	---	---

SHEET 1 OF 4 SHEETS	
---------------------	--





PRIOR & KELLY PTY LTD
 936 HIGH STREET RESERVOIR 3073
 TEL: 9478 6044 FAX: 9470 6509
 A.B.N. 95 076 725 892

SCALE

ORIGINAL
SHEET SIZE A3
SCALE 1:400

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

SIGNATURE _____ DATE / /

REF 10575 VERSION 7

SHEET 4

DATE / /

COUNCIL DELEGATE SIGNATURE _____



**City of
Whittlesea**

Plan of Subdivision PS643440J
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S012951S
Plan Number: PS643440J
Responsible Authority Name: Whittlesea City Council
Responsible Authority Reference Number 1: 607618
Surveyor's Plan Version: 7

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has not been satisfied at Certification

Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 16/05/2014)

Digitally signed by Council Delegate: Carolyn Leatham
Organisation: Whittlesea City Council
Date: 19/02/2014

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①

FORM 18

Schedule 1 of the *Planning and Environment Regulations 2005*

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

Section 181

Planning and Environment Act 1987

AH628967T

23/11/2010 \$105.20 173



Lodged by:

Name:

~~BEST HOOPER~~ Mahons lawyer

Phone:

~~9670 8957~~ 9404 1333

Address:

~~563 Little Lonsdale Street, Melbourne~~

Ref:

JDC: 1009.0145

Customer Code: ~~0485~~ 34328

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

Land:

Certificate of Title Volume 10905 Folio 209

Authority:

Whittlesea City Council, Civic Centre, 25 Ferres Boulevard,
South Morang VIC 3752

Section and Act under which Agreement made:

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

David Turnbull

Name of Officer:

DAVID TURNBULL

Date:

18.10.2010.

WKEP

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CITY OF WHITTLESEA

Council

- and -

**PRINCESS LODGE (AUST) PTY LTD
(ACN 073 987 381)**

the Owner

**Agreement under Section 173 of the Planning and
Environment Act 1987.**

Subject Land: 70 & 80 Gorge Road, South Morang

BEST HOOPER
Solicitors
563 Little Lonsdale Street
MELBOURNE

Ref: JDC:1009.0145
Tel: 9670 8951
Fax: 9670 2954
JL:WH:1009.0145

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PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the day of 2010

BETWEEN:

CITY OF WHITTLESEA
of 25 Ferres Boulevard, South Morang Vic 3752

("Council")

- and -

PRINCESS LODGE (AUST) PTY LTD (ACN 073 987 381)
of 20 Toumlin Grove, Viewbank Vic 3084

("the Owner")

INTRODUCTION

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is or is entitled to be registered as the proprietor of the Subject Land.
- C. On 24 March 2009 the Council granted Planning Permit No. 711406 permitting a Subdivision of Land into fourteen Lots, associated works, the construction of an access onto a Road Zone Category 1 and removal of native vegetation subject to conditions, including condition 15 which provides:

"15. Prior to the issue of a Statement of Compliance for this subdivision or a stage thereof, the permit holder must enter into a Section 173 agreement or any alternative mechanism deemed satisfactory to the Responsible Authority which proves for:

- (a) prohibition of direct vehicular access from Gorge Road to Lots B and C.*
- (b) future development of Lot C to have direct frontage to Gorge Road.*

The costs for preparation and execution of any Agreement shall be borne by the permit holder."

- D. The parties enter into this Agreement -
 - (a) to give effect to the requirements of the Permit; and

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- 2 -

- (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

IT IS AGREED:

1. DEFINITIONS

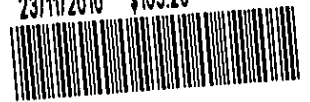
In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise -

- 1.1 "the Act" means the Planning and Environment Act 1987.
- 1.2 "this Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 "Council" means Whittlesea City Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.
- 1.4 "Lot C" means the Lot marked "C" on the proposed Plan of Subdivision No. PS626007V being part of the land contained in Certificate of Title Volume 10905 Folio 209.
- 1.5 "the Endorsed Plan" means the plan(s), endorsed with the stamp of the Council from time to time, as the plan(s) which form part of the Permit.
- 1.6 "Frontage" means the front façade of the building which faces Gorge Road.
- 1.7 "Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.
- 1.8 "Owner" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.
- 1.9 "party or parties" means the Owner and Council under this Agreement as appropriate.
- 1.10 "Permit" means Planning Permit No. 711406 as amended from time to time and described in recital C of this Agreement.
- 1.11 "Planning Scheme" means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.12 "Subject Land" means the land situated at 70 and 80 Gorge Road, South Morang being the land comprised in Certificate of Title Volume 10905 Folio 209 and any reference to the Subject Land in this

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Agreement will include a reference to any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

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

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner covenants and agrees that:

3.1 Direct Vehicular Access to Lot C

Direct vehicular access to any part of Lot C from Gorge Road is not permitted at any time.

3.2 Future Development of Lot C

All dwellings developed on Lot C will be orientated and positioned in such a way that each dwelling has a direct Frontage to Gorge Road.

3.3 Council's Costs to be Paid

It will pay to the Council, the Council's reasonable costs and expenses (including legal expenses on a party/party basis) of and

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incidental to the preparation, drafting, review, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of the Owner to the Council.

4. **ACKNOWLEDGMENT AND COVENANTS OF COUNCIL**

- 4.1 The Council acknowledges that the Owner's covenants in this Agreement satisfy condition 15 of the Permit.
- 4.2 The Council covenants that it will forthwith apply to register this Agreement pursuant to Section 181 of the Act.

5. **FURTHER OBLIGATIONS OF THE OWNERS**

The Owner further covenants and agrees that:

5.1 **Notice and Registration**

the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

5.2 **Further actions**

5.2.1 the Owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings;

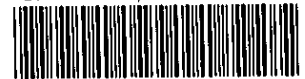
5.2.2 the Owner will consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including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

6. **AGREEMENT UNDER SECTION 173 OF THE ACT**

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

7. **OWNERS WARRANTIES**

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



8. SUCCESSORS IN TITLE

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

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

9. GENERAL MATTERS

9.1 Notices

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

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

9.2 A notice or other communication is deemed served:

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

9.3 No Waiver

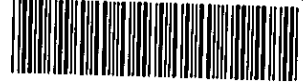
Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the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

9.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this

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23/11/2010 \$105.20 173



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Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

9.5 No Fettering of the Council's Powers

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

10. COMMENCEMENT OF AGREEMENT

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

11. ENDING OF AGREEMENT

11.1 This Agreement may be ended by agreement between Council and the Owner.

11.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of the
WHITTLESEA CITY COUNCIL is affixed
in the presence of:

Chief Executive Officer



- 7 -

EXECUTED by PRINCESS LODGE (AUST))
PTY LTD in accordance with Section 127 of)
the Corporations Act 2001 by being signed)
by the person who is authorized to sign for)
the company:)


.....
Sole Director and Sole Company Secretary

Full Name: Helen Kritsidimas

Address: 20 Toumlin Grove
Viewbank Vic 3084

AH628967T

23/11/2010 \$105.20 173



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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 **Planning and Environment Act 1987**

AL002903D



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: KAL:LXE:LGC:6086353
Customer Code: 1167E

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

Land: Volume 11275 Folio 557

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

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

A copy of the Agreement is attached to this Application

Date: 17/3/2014

Signature for Responsible Authority:

Name of officer:

ROGER SUCIC

Position held:

MANAGER GADA

KEEP

Date 24 / 3 / 2014

AL002903D

03/04/2014 \$113 173



Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 70C Gorge Road, South Morang

Whittlesea City Council
and

View Bank Homes 1 Pty Ltd
ACN 136 344 511

AL002903D

03/04/2014

\$113

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Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

Dated 24/3 /2014

AL002903D



Parties

Name	Whittlesea City Council
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	Council

Name	View Bank Homes 1 Pty Ltd ACN 136 344 511
Address	19 Ormond Road, Eaglemont, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 13(ii) of the Planning Permit.
- D. The Parties enter into this Agreement:
 - D.1 to give effect to the Planning Permit and the Development Permit; and
 - D.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement.



Maddocks

Development Permit means planning permit No. 712068, as amended from time to time, issued on 24 June 2010, authorising development of the Subject Land in accordance with plans endorsed by Council.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

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

Party or Parties means the Parties to this Agreement.

Planning Permit means planning permit No. 607618, as amended from time to time, issued on 8 June 2012, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

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

Subject Land means the land situated at 70C Gorge Road, South Morang being the land referred to in Certificate of Title Volume 11275 Folio 557 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

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3. Owner's specific obligations

3.1 Compliance with the Development Permit

Except with Council's prior written consent the Owner:

3.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and

3.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

3.2 Expiry of Development Permit

The Owner's obligations under clause 3.1 continue to apply:

3.2.1 regardless of any right conferred by the Planning Scheme;

3.2.2 regardless of any subdivision of the Subject Land; and

3.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

4. Owner's further obligations

4.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner:

4.2.1 must do all things necessary to give effect to this Agreement;

4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so including:

(a) signing any further agreement, acknowledgment or document; and

(b) obtaining all necessary consents to enable the recording to be made.

4.3 Council's costs to be paid

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's reasonable costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

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5. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

6. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 7.1 give effect to this Agreement; and
- 7.2 enter into a deed agreeing to be bound by the terms of this Agreement.

8. General matters

8.1 Notices

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

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number for service; or
- 8.1.5 by email to the person's current email address for service.

8.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

8.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

AL002903D III



8.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

8.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

8.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

9. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

10. Ending of Agreement

10.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.

10.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement.



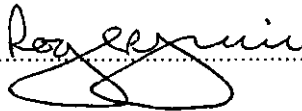
Maddocks

Signing Page

Signed, sealed and delivered as a deed by the Parties.

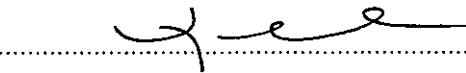
The Common Seal of Whittlesea City Council is affixed in the presence of:





Delegate

Executed by View Bank Homes 1 Pty Ltd
ACN 136 344 511 in accordance with section
127(1) of the Corporations Act 2001:



Signature of Sole Director and Sole
Company Secretary

GODWIN AKHIDENKOR

Print full name

AL002903D

03/04/2014 \$113 173



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

971837

APPLICANT'S NAME & ADDRESS

LEGAL WORLD PTY LTD C/- LANDATA
MELBOURNE

VENDOR

MARRINER, ANTHONY PHILLIP

PURCHASER

SMITH, JOHN

REFERENCE

20820

This certificate is issued for:

LOT 27 PLAN PS643440 ALSO KNOWN AS 7 SNAPDRAGON STREET SOUTH MORANG
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 6
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 1

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

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

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

13 October 2023

Sonya Kilkenny
Minister for Planning

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

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

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

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 13 October 2023 11:07 AM

PROPERTY DETAILS

Address: **7 SNAPDRAGON STREET SOUTH MORANG 3752**

Lot and Plan Number: **Lot 27 PS643440**

Standard Parcel Identifier (SPI): **27\PS643440**

Local Government Area (Council): **WHITTLESEA**

Council Property Number: **894105**

Planning Scheme: **Whittlesea**

Directory Reference: **Melway 183 H12**

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: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **MILL PARK**

OTHER

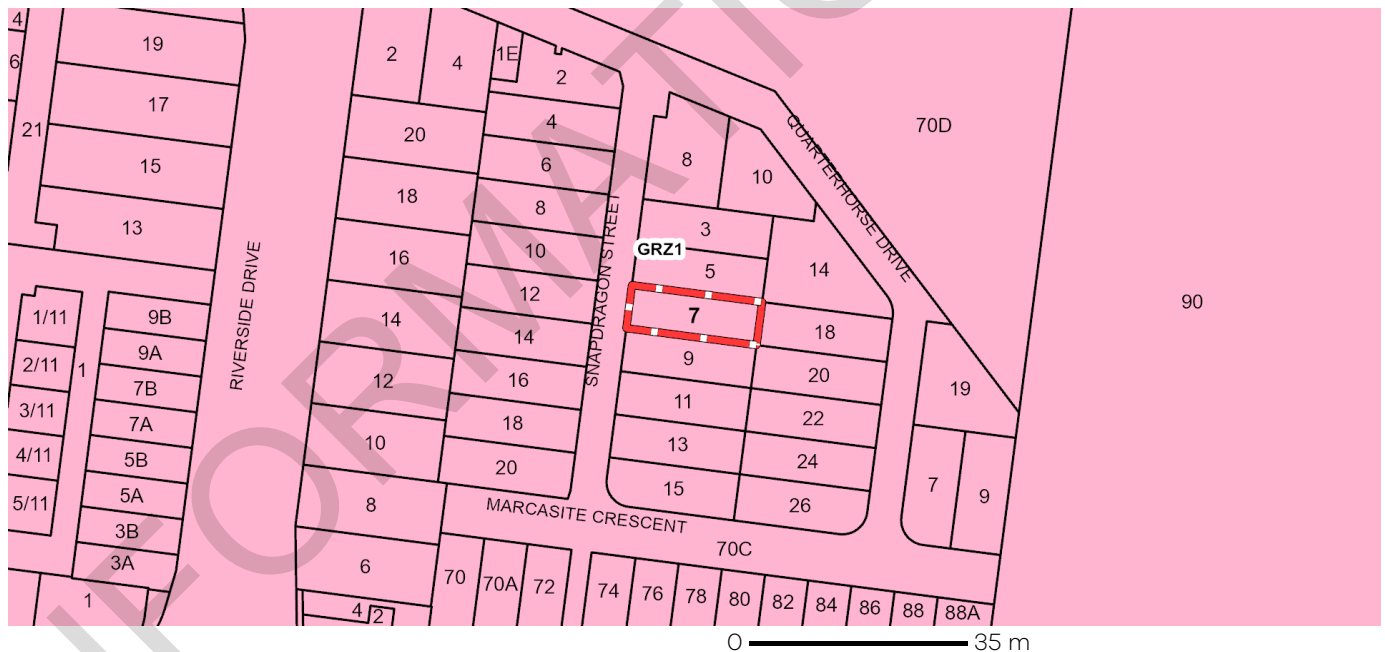
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY – SCHEDULE 6 (DPO6)



DPO - Development Plan Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY – SCHEDULE 1 (VPO1)



VPO - Vegetation Protection Overlay

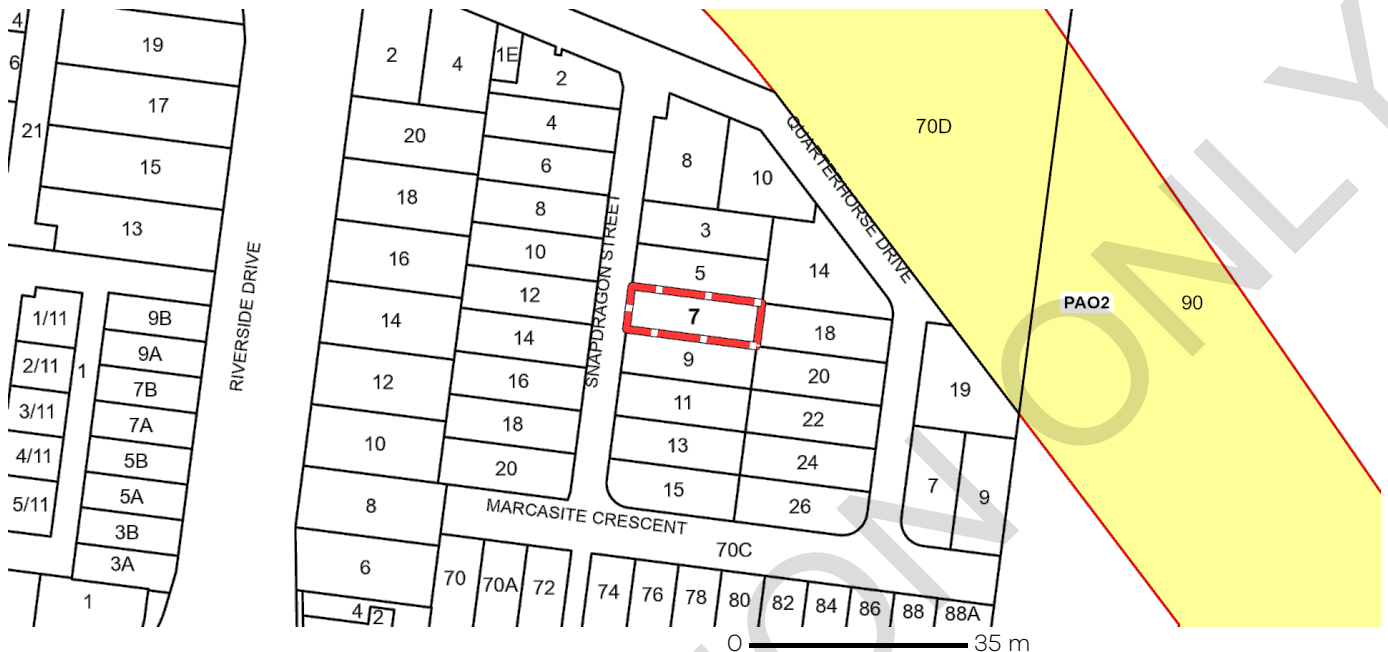
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

PUBLIC ACQUISITION OVERLAY (PAO)



PAO - Public Acquisition 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 4 October 2023.

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)

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Legal World Pty Ltd
PO Box 1099
WAHROONGA 2076

Client Reference: 20820

NO PROPOSALS. As at the 18th October 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

7 SNAPDRAGON, SOUTH MORANG 3752
CITY OF WHITTLESEA

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

Date of issue: 18th October 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 70552902 - 70552902110244 '20820'

13th October 2023

Legal World Pty Ltd C/- LANDATA
LANDATA

Dear Legal World Pty Ltd C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	7 SNAPDRAGON STREET SOUTH MORANG 3752
Applicant	Legal World Pty Ltd C/- LANDATA LANDATA
Information Statement	30801329
Conveyancing Account Number	7959580000
Your Reference	20820

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
- Conditions of Connection and Consent
- 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 enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	7 SNAPDRAGON STREET SOUTH MORANG 3752
------------------	---------------------------------------

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.

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 Encumbrance

Property Address	SNAPDRAGON STREET SOUTH MORANG 3752
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STATEMENT UNDER SECTION 158 WATER ACT 1989

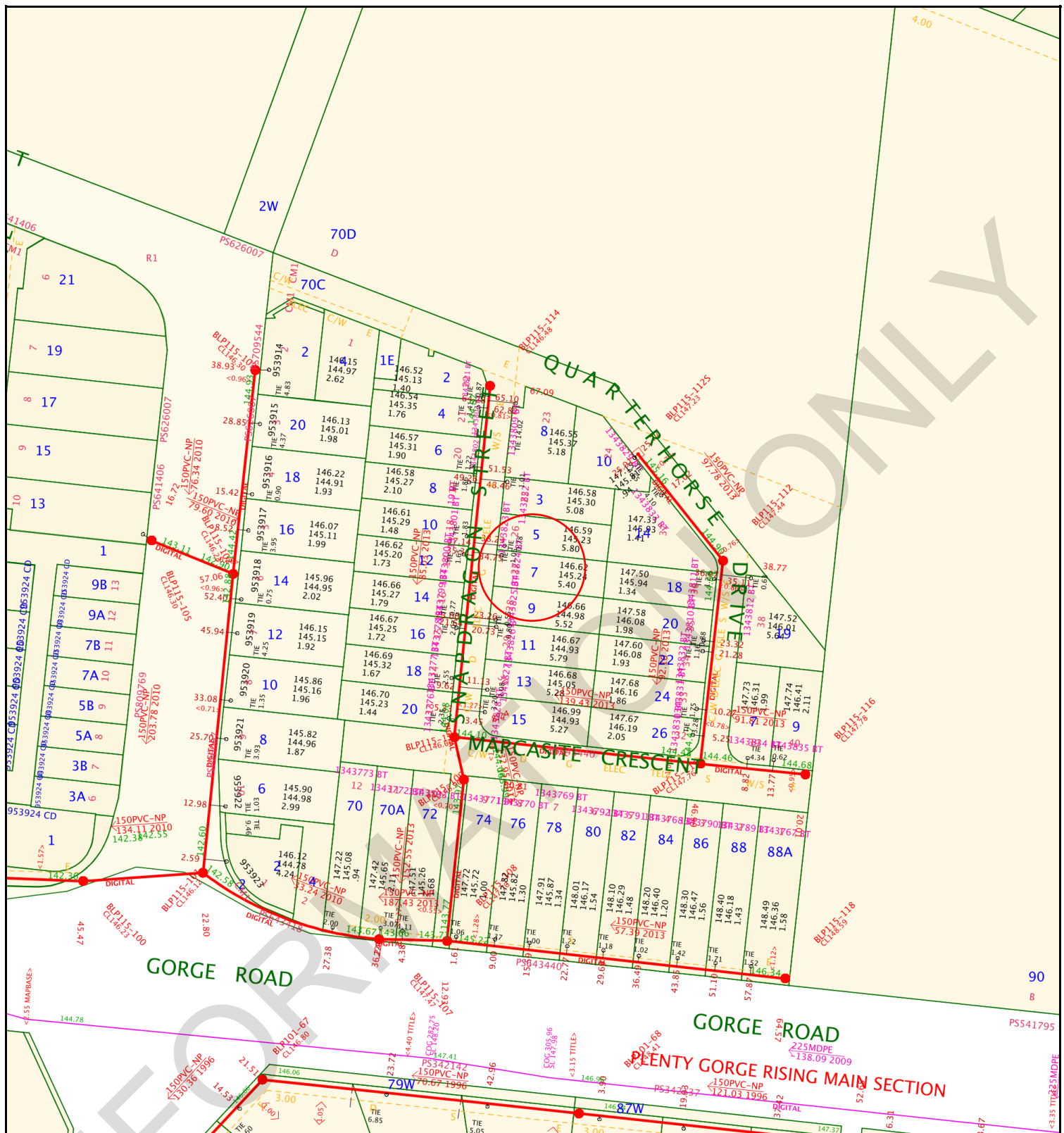
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



Yarra Valley Water Information Statement Number: 30801329

Address	7 SNAPDRAGON STREET SOUTH MORANG 3752
Date	13/10/2023
Scale	1:1000



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

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

2nd June 2014

Application ID: 136886

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Required Services

Product	Qty
New Estate Connection - Drinking Water	1

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products must be arranged by contacting the easyACCESS outlet where the application was made.

Work is to be carried out in accordance with the Water Metering & Servicing Guidelines available on our website.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).

- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

Legal World Pty Ltd C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7897480835
Rate Certificate No: 30801329

Date of Issue: 13/10/2023
Your Ref: 20820

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
7 SNAPDRAGON ST, SOUTH MORANG VIC 3752	27\PS643440	5087632	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2023 to 31-12-2023	\$20.26	\$20.26
Residential Usage Charge		\$0.00	\$0.00
Residential Sewer Service Charge	01-10-2023 to 31-12-2023	\$115.72	\$115.72
Parks Fee *	01-10-2023 to 31-12-2023	\$21.33	\$21.33
Drainage Fee	01-10-2023 to 31-12-2023	\$29.70	\$29.70
Residential Water and Sewer Usage Charge **		\$0.00	\$0.00

Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$187.01

Please note, from 1 July 2023:

* The Parks fee will be charged quarterly instead of annually.

** The Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges for properties that have both water and sewer service.



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.

4. 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.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



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
yvw.com.au

Property No: 5087632

Address: 7 SNAPDRAGON ST, SOUTH MORANG VIC 3752

Water Information Statement Number: 30801329

HOW TO PAY



Bill Code: 314567
Ref: 78974808358

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Date of issue
16/10/2023

Assessment No.
894105

Certificate No.
154990

Your reference
70552902-023-1

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2024

Property location: 7 Snapdragon Street SOUTH MORANG 3752

Description: LOT: 27 PS: 643440J

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$500,000	\$100,000	\$25,000

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. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2023	\$1,181.12
Fire services charge (Res) levied on 01/07/2023	\$125.00
Fire services levy (Res) levied on 01/07/2023	\$23.00
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	\$358.49
Interest to 06/06/2023	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$358.49
Balance of rates & charges due:	\$1,512.42

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$1,512.42
--	-------------------

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

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

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
Ref 894105



Phone 1300 301 185
Ref 894105



Billers Code **5157**
Ref 894105

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 27th October 2023

1. OWNERS CORPORATION DETAILS

Plan Number: 643440
Address of Plan: 70C Gorge Road South Morang Victoria 3752
Lot Number this statement relates to: 27
Unit Number this statement relates to: 7 Snapdragon

2. CERTIFICATE DETAILS

Vendor: S A J Anderson & A P Marriner
Person requesting Certificate: Legal World Pty Ltd c/o LANDATA
Reference: (Ref: 70552902-021-7)

3. CURRENT ANNUAL LEVY FEES FOR LOT 27

Administrative Fund

The annual administrative levy fees for Lot 27 are **1,175.00 per annum** commencing on 1 January 2023.
Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/01/23 to 31/03/23	200.00	01/01/23	Previous Mgr
01/04/23 to 30/06/23	325.00	01/04/23	Previous Mgr
01/07/23 to 30/09/23	325.00	01/07/23	Previous Mgr
01/10/23 to 31/12/23	325.00	01/10/23	Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 27.

4. CURRENT LEVY POSITION FOR LOT 27

Fund	Balance	Paid To
Administrative	\$325.00 DR	30 September 2023
Maintenance Fund	0.00	
BALANCE	\$325.00 DR	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 27.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 27 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 27 October 2023:

Account / Fund	Amount
Administrative Fund	6,353.93
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 27 OCTOBER 2023	\$6,353.93

8. INSURANCE

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

Policy

Policy No.	HU0006325
Expiry Date	15-January-2024
Insurer	CHU Insurance
Premium	12,773.39

Cover Type

Cover Type	Amount of Cover
Common Area Contents	\$177,500
Damage (i.e. Building) Policy	\$17,750,000
Legal Liability	\$30,000,000
Loss Of Rent/Temporary Accommodation	\$2,662,500
Office Bearers Liability Insurance	\$5,000,000

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

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

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

12. AGREEMENTS TO PROVIDE SERVICES

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

13. NOTICES OR ORDERS

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

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

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

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Charlane Pty Ltd t/as Hive Strata
ABN / ACN:	98 569 005 069
Address of Manager:	PO Box 1703 PRESTON SOUTH VIC 3072
Telephone:	03 9908 2011
E-mail Address:	info@hivestrata.com.au

17. ADDITIONAL INFORMATION

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

- **See minutes of recent General Meeting attached.**

SIGNING

Signed by the registered manager in accordance with the Owners Corporations Act 2006.

CKuiper

27/10/2023

Registered Manager

Date

Full name: Charlotte Kuiper
Company: Hive Strata
Address: PO Box 1703 PRESTON SOUTH VIC 3072

INFORMATION ONLY

Minutes of the Special General Meeting

Owners Corporation for OC 643440J 70C Gorge Road Plan No. 643440

Meeting Date	3 August 2023																				
Meeting Location	Hive Strata, 5 / 555 Gilbert Road, Preston, VIC, 3072 Also via Zoom: Meeting ID: 825 1940 5982																				
Time	06:30 PM	Opened: 06:37 PM	Closed: 07:36 PM																		
Lots Represented	<table><tr><td>Lot 5</td><td>D Symes</td><td>Via Zoom</td></tr><tr><td>Lot 9</td><td>J Soumilas & M Walters</td><td>Via Zoom</td></tr><tr><td>Lot 22</td><td>G Meacham</td><td>Via Zoom</td></tr><tr><td>Lot 25</td><td>M Walker</td><td>Electronic vote</td></tr><tr><td>Lot 33</td><td>M Cahill</td><td>Via Zoom</td></tr><tr><td>Lot 35</td><td>U Maitipe</td><td>Via Zoom</td></tr></table>			Lot 5	D Symes	Via Zoom	Lot 9	J Soumilas & M Walters	Via Zoom	Lot 22	G Meacham	Via Zoom	Lot 25	M Walker	Electronic vote	Lot 33	M Cahill	Via Zoom	Lot 35	U Maitipe	Via Zoom
Lot 5	D Symes	Via Zoom																			
Lot 9	J Soumilas & M Walters	Via Zoom																			
Lot 22	G Meacham	Via Zoom																			
Lot 25	M Walker	Electronic vote																			
Lot 33	M Cahill	Via Zoom																			
Lot 35	U Maitipe	Via Zoom																			
Chairperson	Shane Kuiper (Hive Strata)																				
Additional Attendees																					
Apologies																					
Quorum	As a quorum was not present the meeting proceeded in accordance with s78 of the Owners Corporations Act 2006.																				

Motion 1				
Previous Minutes		Ordinary Resolution Submitted by Strata Manager		
To resolve that the minutes of the previous annual meeting held on 28/02/2023, as circulated be adopted as a true record of that meeting.				
Motion CARRIED.				
VOTES		Yes : 6	No: 0	Abs: 0 Inv: 0

Motion 2

Election of Committee, Grievance Committee & Delegated Functions

Ordinary Resolution

Submitted by Strata Manager

The Owners Corporation resolves to elect a committee.

1. A committee has all the powers and functions that may be delegated by the Owners Corporation save for those requiring a unanimous resolution or a special resolution or where the Owners Corporation has otherwise determined must be decided by ordinary resolution at a general meeting (Section 101).

2. The members of the Owners Corporation Committee, will also serve as the Grievance Committee.

*In accordance with Sections 105 & 107 of the Owners Corporations Act 2006, a committee **MUST** elect **both** a chairperson and secretary and also submit a committee report to the annual general meeting.*

Motion CARRIED.

VOTES

Yes : 6

No: 0

Abs: 0

Inv: 0

Notes

The Committee Members elected at the meeting were Mr D Symes (Lot 5), Ms M Walters (Lot 9), Ms W Darmody (Lot 28 - nominated pending acceptance) & Ms M Cahill (Lot 33, as Chair).

Motion 3

Insurance Valuation

Ordinary Resolution

Submitted by Strata Manager

The Owners Corporation resolves to defer discussion on obtaining a valuation until the 2024 general meeting.

Motion CARRIED.

VOTES

Yes : 5

No: 0

Abs: 1

Inv: 0

Motion 4

Insurance Summary & Renewal

Ordinary Resolution

Submitted by Strata Manager

To resolve that the Owners Corporation retains insurance at the current level until the 2024 general meeting, with the policy being placed with an insurance broker to obtain comparative quotes. The renewal quotes shall be referred to the committee for instruction on the selection of the preferred insurer.

Current Insurance Levels:

Insurance Company	CHU
Policy Number	HU0006325
Renewal Date	15/01/2024
Current Building Sum Insured	\$17,750,000.00
Legal Liability	\$20,000,000.00

Staff at Hive Strata are authorised representatives of CHU Underwriting Agencies Pty Ltd and Whitbread Insurance Brokers as per Chapter 7 of the Corporations Act. The Owners Corporation must provide clear instruction for the renewal of the insurance to ensure the continuity of cover to comply with the Owners Corporation's legal responsibilities.

Hive Strata only use the resolutions of the Owners Corporation to place coverage in relation to the Owners Corporation insurance policy and will use the broker's recommendation, if applicable, for choice of insurer unless instructed otherwise by the Owners Corporation.

Copies of the CHU, Flex and Whitbread "Financial Services Guide" (FSG) are available from our office. These documents set out the services that an authorised representative can provide to Owners Corporation clients.

Motion CARRIED.

VOTES

Yes : 6

No: 0

Abs: 0

Inv: 0

Notes

Mr Kuiper noted that following review of the current financial position of the Owners Corporation, it is estimated that the Owners Corporation will be approximately \$5,784 short of being able to pay the insurance renewal when it comes due in January. It was agreed that no Special Levy is struck at this meeting, however it was noted that a Special Levy will be required when the insurance renewal is due in January 2024 (currently estimated at approximately \$150 per unit).

Motion 5				
Arrears Policy / Debt Recovery		Ordinary Resolution Submitted by Strata Manager		
To resolve that Hive Strata is authorised to issue debt recovery letters and/or issue final fee notices on behalf of the Owners Corporation.				
To further resolve that Hive Strata are also authorised to engage a solicitor on behalf of the Owners Corporation to issue a Letter of Demand, lodge an application for recovery of arrears at the VCAT should it be deemed necessary. A charge for these services shall be charged to the lot owner in arrears payable on their next scheduled fee notice.				
<i>Any overdue fees incur interest charged at the penalty interest rate and fees which are more than 90 days overdue incur a charge of \$55 for a final fee notice. Debts requiring more serious action may be referred to the Owners Corporations solicitor for collection under part 11 of the Owners Corporations Act 2006 at a cost to the unit owner in arrears.</i>				
Motion CARRIED.				
VOTES	Yes : 6	No: 0	Abs: 0	Inv: 0

Motion 5 Alternatives				
Alternatives for Arrears Policy / Debt Recovery		Motion Alternatives Submitted by Strata Manager		
<p>(Option A) <u>Manager's Discretion to choose between VCAT or Magistrates Court</u> To resolve that at the discretion of the manager a choice can be made between the forum of VCAT and the Magistrates Court of Victoria for both fee recovery and the recovery of other sums owing to the Owners Corporation provided that the particular lot owner has owed for at least 90 days and that irrespective of the length of time the fees or other sums have been owing, the quantum of the fees or other sums owing exceeds a particular amount. <u>Explanatory notes:</u> <i>Subject to the Owners Corporations Act 2006, Section 18;</i> Power to commence legal proceeding</p> <ol style="list-style-type: none">1. Subject to subsection (2), an owners corporation must not commence any legal proceeding unless it is authorised by special resolution to do so.2. If a matter is within the civil jurisdictional limit of the Magistrates' Court and an owners corporation is authorised to do so by ordinary resolution, the owners corporation may commence any legal proceeding in—<ol style="list-style-type: none">(a) the Magistrates' Court; or(b) VCAT or any other tribunal; or(c) a court of another State or a Territory that corresponds to the Magistrates' Court <p>(Option B) I am opposed to granting the Manager discretion to choose between VCAT or Magistrates Court for arrears matters (as detailed in option A).</p>				
'OPTION A' has been selected with the highest votes.				
VOTES	A : 6	B: 0		Inv: 0

Maintenance of Common Property

Gardening Duties

Owners present advised that they are happy with the current contractor, The Minders, servicing the property.

Pathway Lighting

Ms Cahill advised that the committee has previously authorised the electrical works quoted to install a new light into the pathway, which has yet to be completed by the previous management. Hive Strata was requested to issue the work order to the contractor asap.

Ms Ms Meacham reported that the light outside of 2 Snapdragon is currently not working. Owners agreed that this electrician be engaged to repair this light while completing these works.

Maintenance Plan

Hive Strata was requested to obtain quotes for the provision of a maintenance plan to be presented to owners at the 2024 general meeting, which is consistent with the discussion held at the 2023 general meeting with the previous manager.

Building Maintenance

Unit owners are reminded that in accordance with the plan of subdivision, the structure; including the roof area of the building, is defined as private property, therefore, owners are responsible for any building maintenance required.

Essential Services Maintenance

Owners present advised that they are not aware of any equipment, such as hydrants, hoses or other ESM equipment which the Owners Corporation is required to maintain, therefore no further action was required on this item.

Other General Business	
Parking Issues	
<p>Mr Kuiper reported that a document referencing an agreement with Whittlesea Council to enforce the parking restrictions at the property was located in the previous managers files, however this agreement expired earlier this year.</p> <p>The committee advised they will discuss the best implantation of parking rules at the property, including if the Owners Corporation should approach Whittlesea Council to request that this previous agreement be extended/re-entered.</p> <p>In the interim, Hive Strata will obtain a quote for marking of the fire hydrant access points and installation of a no parking sign to ensure that no vehicles park over the hydrant access point in future.</p>	
Parking Area	
<p>Mr Kuiper noted that the parking area currently being utilised by residents is not on the Owners Corporation property. After some discussion, Hive Strata was requested to contact Whittlesea Council to determine if the Owners Corporation is permitted to carry out improvement works to this area in order to make the area more suitable for parking (such as putting in crushed rock to avoid the issues of vehicles getting bogged).</p>	
Bin Storage	
<p>Ms Meacham advised that she has issues with the current bin placement which is directly outside of her courtyard. This caused a lot of noise and smell disruption to her lot.</p> <p>The committee will review this issue and determine if a more suitable location can be found.</p>	
2024 AGM	
<p>As no owners were present at the Hive Strata office, the 2024 General Meeting shall be held exclusively via Zoom unless owners contact Hive Strata and request a face-to-face meeting also be held in addition to the Zoom meeting.</p>	

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

4 Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

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

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

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

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

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 Use 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?

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Owners Corporations Regulations 2018
S.R. No. 154/2018

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OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE
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YOU SHOULD SEEK EXPERT ADVICE.

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 27th October 2023

1. OWNERS CORPORATION DETAILS

Plan Number: 643440
Address of Plan: 70C Gorge Road South Morang Victoria 3752
Lot Number this statement relates to: 27
Unit Number this statement relates to: 7 Snapdragon

2. CERTIFICATE DETAILS

Vendor: S A J Anderson & A P Marriner
Person requesting Certificate: Legal World Pty Ltd c/o LANDATA
Reference: (Ref: 70552902-021-7)

3. CURRENT ANNUAL LEVY FEES FOR LOT 27

Administrative Fund

The annual administrative levy fees for Lot 27 are **1,175.00 per annum** commencing on 1 January 2023.
Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/01/23 to 31/03/23	200.00	01/01/23	Previous Mgr
01/04/23 to 30/06/23	325.00	01/04/23	Previous Mgr
01/07/23 to 30/09/23	325.00	01/07/23	Previous Mgr
01/10/23 to 31/12/23	325.00	01/10/23	Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 27.

4. CURRENT LEVY POSITION FOR LOT 27

Fund	Balance	Paid To
Administrative	\$325.00 DR	30 September 2023
Maintenance Fund	0.00	
BALANCE	\$325.00 DR	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 27.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 27 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 27 October 2023:

Account / Fund	Amount
Administrative Fund	6,353.93
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 27 OCTOBER 2023	\$6,353.93

8. INSURANCE

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

Policy

Policy No.	HU0006325
Expiry Date	15-January-2024
Insurer	CHU Insurance
Premium	12,773.39

Cover Type

Cover Type	Amount of Cover
Common Area Contents	\$177,500
Damage (i.e. Building) Policy	\$17,750,000
Legal Liability	\$30,000,000
Loss Of Rent/Temporary Accommodation	\$2,662,500
Office Bearers Liability Insurance	\$5,000,000

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

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

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

12. AGREEMENTS TO PROVIDE SERVICES

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

13. NOTICES OR ORDERS

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

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

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

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Charlane Pty Ltd t/as Hive Strata
ABN / ACN:	98 569 005 069
Address of Manager:	PO Box 1703 PRESTON SOUTH VIC 3072
Telephone:	03 9908 2011
E-mail Address:	info@hivestrata.com.au

17. ADDITIONAL INFORMATION

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

- **See minutes of recent General Meeting attached.**

SIGNING

Signed by the registered manager in accordance with the Owners Corporations Act 2006.

CKuiper

27/10/2023

Registered Manager

Date

Full name: Charlotte Kuiper
Company: Hive Strata
Address: PO Box 1703 PRESTON SOUTH VIC 3072

INFORMATION ONLY

Minutes of the Special General Meeting

Owners Corporation for OC 643440J 70C Gorge Road Plan No. 643440

Meeting Date	3 August 2023																				
Meeting Location	Hive Strata, 5 / 555 Gilbert Road, Preston, VIC, 3072 Also via Zoom: Meeting ID: 825 1940 5982																				
Time	06:30 PM	Opened: 06:37 PM	Closed: 07:36 PM																		
Lots Represented	<table><tr><td>Lot 5</td><td>D Symes</td><td>Via Zoom</td></tr><tr><td>Lot 9</td><td>J Soumilas & M Walters</td><td>Via Zoom</td></tr><tr><td>Lot 22</td><td>G Meacham</td><td>Via Zoom</td></tr><tr><td>Lot 25</td><td>M Walker</td><td>Electronic vote</td></tr><tr><td>Lot 33</td><td>M Cahill</td><td>Via Zoom</td></tr><tr><td>Lot 35</td><td>U Maitipe</td><td>Via Zoom</td></tr></table>			Lot 5	D Symes	Via Zoom	Lot 9	J Soumilas & M Walters	Via Zoom	Lot 22	G Meacham	Via Zoom	Lot 25	M Walker	Electronic vote	Lot 33	M Cahill	Via Zoom	Lot 35	U Maitipe	Via Zoom
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Lot 25	M Walker	Electronic vote																			
Lot 33	M Cahill	Via Zoom																			
Lot 35	U Maitipe	Via Zoom																			
Chairperson	Shane Kuiper (Hive Strata)																				
Additional Attendees																					
Apologies																					
Quorum	As a quorum was not present the meeting proceeded in accordance with s78 of the Owners Corporations Act 2006.																				

Motion 1				
Previous Minutes		Ordinary Resolution Submitted by Strata Manager		
To resolve that the minutes of the previous annual meeting held on 28/02/2023, as circulated be adopted as a true record of that meeting.				
Motion CARRIED.				
VOTES		Yes : 6	No: 0	Abs: 0 Inv: 0

Motion 2

Election of Committee, Grievance Committee & Delegated Functions

Ordinary Resolution

Submitted by Strata Manager

The Owners Corporation resolves to elect a committee.

1. A committee has all the powers and functions that may be delegated by the Owners Corporation save for those requiring a unanimous resolution or a special resolution or where the Owners Corporation has otherwise determined must be decided by ordinary resolution at a general meeting (Section 101).

2. The members of the Owners Corporation Committee, will also serve as the Grievance Committee.

*In accordance with Sections 105 & 107 of the Owners Corporations Act 2006, a committee **MUST** elect **both** a chairperson and secretary and also submit a committee report to the annual general meeting.*

Motion CARRIED.

VOTES

Yes : 6

No: 0

Abs: 0

Inv: 0

Notes

The Committee Members elected at the meeting were Mr D Symes (Lot 5), Ms M Walters (Lot 9), Ms W Darmody (Lot 28 - nominated pending acceptance) & Ms M Cahill (Lot 33, as Chair).

Motion 3

Insurance Valuation

Ordinary Resolution

Submitted by Strata Manager

The Owners Corporation resolves to defer discussion on obtaining a valuation until the 2024 general meeting.

Motion CARRIED.

VOTES

Yes : 5

No: 0

Abs: 1

Inv: 0

Motion 4

Insurance Summary & Renewal

Ordinary Resolution

Submitted by Strata Manager

To resolve that the Owners Corporation retains insurance at the current level until the 2024 general meeting, with the policy being placed with an insurance broker to obtain comparative quotes. The renewal quotes shall be referred to the committee for instruction on the selection of the preferred insurer.

Current Insurance Levels:

Insurance Company	CHU
Policy Number	HU0006325
Renewal Date	15/01/2024
Current Building Sum Insured	\$17,750,000.00
Legal Liability	\$20,000,000.00

Staff at Hive Strata are authorised representatives of CHU Underwriting Agencies Pty Ltd and Whitbread Insurance Brokers as per Chapter 7 of the Corporations Act. The Owners Corporation must provide clear instruction for the renewal of the insurance to ensure the continuity of cover to comply with the Owners Corporation's legal responsibilities.

Hive Strata only use the resolutions of the Owners Corporation to place coverage in relation to the Owners Corporation insurance policy and will use the broker's recommendation, if applicable, for choice of insurer unless instructed otherwise by the Owners Corporation.

Copies of the CHU, Flex and Whitbread "Financial Services Guide" (FSG) are available from our office. These documents set out the services that an authorised representative can provide to Owners Corporation clients.

Motion CARRIED.

VOTES

Yes : 6

No: 0

Abs: 0

Inv: 0

Notes

Mr Kuiper noted that following review of the current financial position of the Owners Corporation, it is estimated that the Owners Corporation will be approximately \$5,784 short of being able to pay the insurance renewal when it comes due in January. It was agreed that no Special Levy is struck at this meeting, however it was noted that a Special Levy will be required when the insurance renewal is due in January 2024 (currently estimated at approximately \$150 per unit).

Motion 5				
Arrears Policy / Debt Recovery		Ordinary Resolution Submitted by Strata Manager		
To resolve that Hive Strata is authorised to issue debt recovery letters and/or issue final fee notices on behalf of the Owners Corporation.				
To further resolve that Hive Strata are also authorised to engage a solicitor on behalf of the Owners Corporation to issue a Letter of Demand, lodge an application for recovery of arrears at the VCAT should it be deemed necessary. A charge for these services shall be charged to the lot owner in arrears payable on their next scheduled fee notice.				
<i>Any overdue fees incur interest charged at the penalty interest rate and fees which are more than 90 days overdue incur a charge of \$55 for a final fee notice. Debts requiring more serious action may be referred to the Owners Corporations solicitor for collection under part 11 of the Owners Corporations Act 2006 at a cost to the unit owner in arrears.</i>				
Motion CARRIED.				
VOTES	Yes : 6	No: 0	Abs: 0	Inv: 0

Motion 5 Alternatives				
Alternatives for Arrears Policy / Debt Recovery		Motion Alternatives Submitted by Strata Manager		
<p>(Option A) <u>Manager's Discretion to choose between VCAT or Magistrates Court</u> To resolve that at the discretion of the manager a choice can be made between the forum of VCAT and the Magistrates Court of Victoria for both fee recovery and the recovery of other sums owing to the Owners Corporation provided that the particular lot owner has owed for at least 90 days and that irrespective of the length of time the fees or other sums have been owing, the quantum of the fees or other sums owing exceeds a particular amount. <u>Explanatory notes:</u> <i>Subject to the Owners Corporations Act 2006, Section 18;</i> Power to commence legal proceeding</p> <ol style="list-style-type: none">1. Subject to subsection (2), an owners corporation must not commence any legal proceeding unless it is authorised by special resolution to do so.2. If a matter is within the civil jurisdictional limit of the Magistrates' Court and an owners corporation is authorised to do so by ordinary resolution, the owners corporation may commence any legal proceeding in—<ol style="list-style-type: none">(a) the Magistrates' Court; or(b) VCAT or any other tribunal; or(c) a court of another State or a Territory that corresponds to the Magistrates' Court <p>(Option B) I am opposed to granting the Manager discretion to choose between VCAT or Magistrates Court for arrears matters (as detailed in option A).</p>				
'OPTION A' has been selected with the highest votes.				
VOTES	A : 6	B: 0		Inv: 0

Maintenance of Common Property

Gardening Duties

Owners present advised that they are happy with the current contractor, The Minders, servicing the property.

Pathway Lighting

Ms Cahill advised that the committee has previously authorised the electrical works quoted to install a new light into the pathway, which has yet to be completed by the previous management. Hive Strata was requested to issue the work order to the contractor asap.

Ms Ms Meacham reported that the light outside of 2 Snapdragon is currently not working. Owners agreed that this electrician be engaged to repair this light while completing these works.

Maintenance Plan

Hive Strata was requested to obtain quotes for the provision of a maintenance plan to be presented to owners at the 2024 general meeting, which is consistent with the discussion held at the 2023 general meeting with the previous manager.

Building Maintenance

Unit owners are reminded that in accordance with the plan of subdivision, the structure; including the roof area of the building, is defined as private property, therefore, owners are responsible for any building maintenance required.

Essential Services Maintenance

Owners present advised that they are not aware of any equipment, such as hydrants, hoses or other ESM equipment which the Owners Corporation is required to maintain, therefore no further action was required on this item.

Other General Business	
Parking Issues	
<p>Mr Kuiper reported that a document referencing an agreement with Whittlesea Council to enforce the parking restrictions at the property was located in the previous managers files, however this agreement expired earlier this year.</p> <p>The committee advised they will discuss the best implantation of parking rules at the property, including if the Owners Corporation should approach Whittlesea Council to request that this previous agreement be extended/re-entered.</p> <p>In the interim, Hive Strata will obtain a quote for marking of the fire hydrant access points and installation of a no parking sign to ensure that no vehicles park over the hydrant access point in future.</p>	
Parking Area	
<p>Mr Kuiper noted that the parking area currently being utilised by residents is not on the Owners Corporation property. After some discussion, Hive Strata was requested to contact Whittlesea Council to determine if the Owners Corporation is permitted to carry out improvement works to this area in order to make the area more suitable for parking (such as putting in crushed rock to avoid the issues of vehicles getting bogged).</p>	
Bin Storage	
<p>Ms Meacham advised that she has issues with the current bin placement which is directly outside of her courtyard. This caused a lot of noise and smell disruption to her lot.</p> <p>The committee will review this issue and determine if a more suitable location can be found.</p>	
2024 AGM	
<p>As no owners were present at the Hive Strata office, the 2024 General Meeting shall be held exclusively via Zoom unless owners contact Hive Strata and request a face-to-face meeting also be held in addition to the Zoom meeting.</p>	

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

4 Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

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

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

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

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

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 Use Victoria.

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YOU SHOULD SEEK EXPERT ADVICE.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006325
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	15/07/2023 to 15/01/2024 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 643440J
Situation	70 GORGE ROAD SOUTH MORANG VIC 3752

Policies Selected

Policy 1 – Insured Property

Building: \$17,750,000
Common Area Contents: \$177,500
Loss of Rent & Temporary Accommodation (total payable): \$2,662,500

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000

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

Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

19/07/2023

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