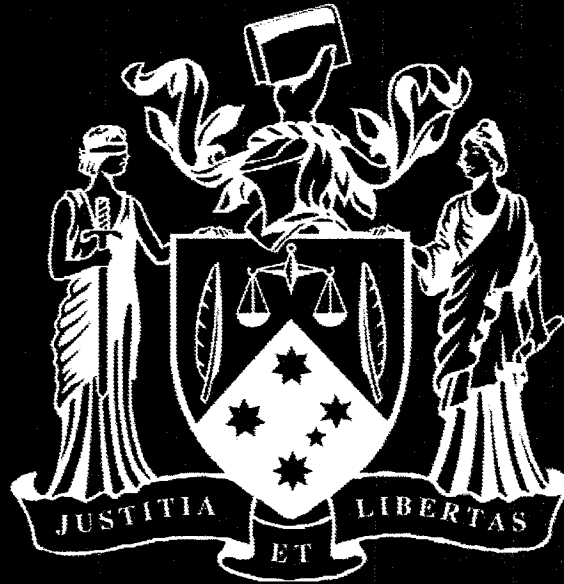


Contract of sale of land

Property: 15 LEGEND DRIVE, EPPING VIC 3076

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of Conveyancers (Victorian Division)

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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Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

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

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

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not 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

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

David Wyndham Hall & Edna Hall

State nature of authority, if applicable:

Not 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:
Address:
Email:
Tel: Mob: Fax: Ref:

Vendor

Name:
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

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

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference		being lot	on plan
Volume: u10996	Folio: 791	18	PS540570T
Volume: <input type="text"/>	Folio: <input type="text"/>	<input type="text"/>	<input type="text"/>

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:

15 LEGEND DRIVE, EPPING VIC 3076

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

All fixed floor coverings, electric light fittings, blinds & drapes

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general condition 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on with options to renew, each of years

OR

☐ a residential tenancy for a fixed term ending on

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 further 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

GC 23 – special condition

- ☒ For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

GC 28 – special condition

- ☒ General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

15 LEGEND DRIVE, EPPING VIC 3076

Auction Conditions (if applicable)

- 1 where the property is offered for sale by public auction, it shall be subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.
- 2 subject to the vendor's reserve price the highest bidder whose bid is accepted shall be the purchaser.
- 3 if any dispute arises as to any bidding the property shall be put up again at the last undisputed bid or the auctioneer may determine the dispute.
- 4 a person shall not bid an amount less than the sum named by the auctioneer and no bid shall be retracted.
- 5 the vendor reserves the right:
 - 5.1 to refuse to accept any bid;
 - 5.2 to withdraw the property from sale at any time before it has been knocked down and without declaring the reserve price;
- 6 the bidder to whom the property is knocked down shall immediately after the fall of the hammer sign this Contract and pay the deposit to the vendor's agent.
- 7 if at the expiration of twenty (20) minutes after the property has been knocked down the bidder has failed to sign this Contract and pay the deposit then the vendor may immediately or at any time thereafter at the vendor's option sell the property either by auction or by private treaty to any other person and the bidder shall:
 - 7.1 not have any right of action against the vendor or the vendor's agent;
 - 7.2 not be entitled to call for a Contract of Sale of the property;
 - 7.3 have no interest in the land whether legal or equitable;
 - 7.4 be liable to pay to the vendor on demand any deficiency in price on such resale together with all of the vendor's costs and expenses of such resale.

GUARANTEE & INDEMNITY

THIS DEED is made on

PARTIES:

The Guarantor referred to in the Schedule (Guarantor)

RECITALS:

- R.1 The Guarantor has at the request of the Purchaser agreed to enter into this document
- R.2 The Guarantor is satisfied that it will obtain commercial benefit in return for entering into this document

OPERATIVE PART:

1. Definitions

In this Deed, all defined terms are defined in the Schedule

2. Guarantee and Indemnity

- 2.1 In consideration of the Vendor giving valuable consideration to the Guarantor (receipt of which the guarantor hereby acknowledges), the Guarantor hereby covenants for itself and its executors and administrators as the case may be with the Vendor that if at any time default is made in the payment of any moneys payable by the Purchaser to the Vendor under the Contract or in the performance or observance of any of the terms or conditions to be observed or performed thereunder by the Purchaser the Guarantor will forthwith on demand by the Vendor pay the whole or such part of any moneys as are then due and payable to the Vendor by the Purchaser and will keep the Vendor indemnified against any loss of any moneys payable under the Contract by the Purchaser and against all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser.
- 2.2 This guarantee and indemnity is a continuing guarantee and indemnity and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing or by any extension of time given to the Purchaser for the payment of any moneys payable under the Contract or for the performance or observance of any of the agreements obligations or conditions under the Contract or by any other act or thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor or the Guarantor's executors or administrators as the case may be.
- 2.3 The liability of the Guarantor and the rights of the Vendor under this Deed are not affected by termination of the Contract and do not merge on completion of the Contract.

3. Guarantor's acknowledgment, Warranties and Agreements

- 3.1 The Guarantor acknowledges, warrants and agrees that:

- 3.1.1 it has negotiated this Deed with the assistance of its legal advisers and accepts that it relies on only those matters expressly set out in this Deed in executing this Deed except as otherwise stated in this Deed;
 - 3.1.2 it has taken all action necessary to enable this Deed to be executed;
 - 3.1.3 any statement, representation, warranty, undertaking or other provision not expressly set out in this Deed has not been relied upon and will have no force or effect;
 - 3.1.4 the claims of the Guarantor against the Vendor related to this Deed, the Land and the related negotiations are intended by the parties to be limited any statement, representation, warranty, undertaking or other provision expressly set out in this Deed. Accordingly, the Guarantor release the Vendor and its advisers from all actions, claims, proceedings, demands, costs, expenses, loss or damage which it has or may have arising out of the negotiations for and content of this Deed other than as expressly set out in this Deed.
- 3.2 The Guarantor agrees that:
- 3.2.1 the Vendor may retain all money received including dividends from the Purchaser's bankrupt estate, and need allow the Guarantor a reduction in its liability under this Deed only to the extent of the amount received;
 - 3.2.2 the Guarantor must not seek to recover money from the Purchaser to reimburse the Guarantor for payments made to the Vendor until the Vendor has been paid in full;
 - 3.2.3 the Guarantor must not prove in the bankruptcy or winding up of the Purchaser for any amount which the Vendor has demanded from the Guarantor; and
 - 3.2.4 the Guarantor must pay the Vendor all money which the Vendor refunds to the Purchaser's liquidator or trustee in bankruptcy as preferential payments received from the Purchaser.
- 3.3 If any of the Purchaser's obligations under the Contract are unenforceable against the Purchaser, then this Deed is to operate as a separate indemnity and the Guarantor indemnifies the Vendor against all loss resulting from the Vendor's inability to enforce performance of those obligations. The Guarantor must pay the Vendor the amount of the loss resulting from the unenforceability.
- 3.4 For the avoidance of doubt, this guarantee and indemnity is a continuing guarantee and indemnity.

4. Separate Indemnity

If any of the Purchaser's obligations under the Contract are unenforceable against the Purchaser, then this Deed operates as separate indemnities and the Guarantor indemnifies the Vendor against all loss resulting from the Vendor's inability to enforce performance of those obligations. The Guarantor must pay the Vendor the amount of the loss resulting from the unenforceability.

5. Interpretative Provisions

5.1 Amendment

This Deed may not be amended modified or supplemented except by deed executed by the parties or persons duly authorised on behalf of the parties.

5.2 Waiver

No waiver by any part of any default in the strict and literal performance of or compliance with any provision condition or requirement in this Deed will be deemed to be a waiver of strict and literal performance of any compliance with any other provision, condition or requirement of this Deed nor to be a waiver of or in any way release any party from compliance with any provision condition or requirement in the future nor will any delay or omission of any part to exercise any right under this Deed in any manner impair the exercise of such right accruing to it thereafter.

5.3 Notice

All notices and other communications provided for or permitted by this Deed will be sent by prepaid mail, by hand delivery, or by facsimile to the addresses of the parties as specified in this Deed or to such other address or person as any part may specify by notice in writing to the others. Each notice or communication will be deemed to have been duly received.

5.3.1 not later than two business days after being deposited in the mail with postage prepaid;

5.3.2 when delivered by hand; or

5.3.3 if sent by facsimile transmission upon completion of that transmission

5.4 Costs on Default

Any party who defaults in the payment of any moneys or in the performance of any obligations under this Deed will pay to the other party who exercise or attempts to exercise any right power authority or remedy conferred on that party under or by virtue of this Deed or otherwise the fair and reasonable costs thereof whether or not any proceedings in any court or tribunal are taken to protect any such right power authority or remedy.

5.5 Jurisdiction

This Deed will be governed by and construed in accordance with the law of the State of Victoria and each of the parties hereby submits to the jurisdiction of the Courts of the State of Victoria.

5.6 Entire contract

This Deed and the Contract (as varied or supplemented from time to time) constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms or conditions of any nature not contained and recorded therein will be of any force or effect.

5.7 Invalidity of Clause

Notwithstanding anything to the contrary in this Deed, if any provision of this Deed will be invalid and not enforceable in accordance with its terms, all other provisions

which are self sustained and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

5.8 Interpretations

In the interpretation of this Deed (including its recitals and the schedules) expect to the extent that the context otherwise requires:

- 5.8.1 Words (including defined expressions) denoting the singular will be deemed to include the plural and vice versa;
- 5.8.2 Words (including defined expressions) denoting any gender will be deemed to include all other genders;
- 5.8.3 Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa;
- 5.8.4 References to a statute or statutory provision will be deemed to include any statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any orders, regulations, instruments or other subordinate legislation made thereunder.
- 5.8.5 Headings are included for convenience only and will not affect the interpretation of this Deed or any schedule.
- 5.8.6 References to clauses, recitals and schedules are to clauses of, and recitals and schedules to, this Deed.
- 5.8.7 References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 5.8.9 Where a word or phrase is given a definite meaning in this Deed a part of speech or other grammatical form for the word or phrase has a corresponding meaning.

5.9 Termination or Waiver in Writing

No termination or attempted waiver of any of the provisions of this Deed will be binding on a party unless in writing or signed by a duly authorised officer of that party or by that party.

5.10 Deed Binding on Successors

This Deed will extend to bind the parties and their respective heirs, executors, successors, assigns, administrators and legal personal representatives and any reference to any party will where the context so admit include their respective heirs, executors, successors, assigns, administrators and legal personal representatives.

5.11 Joint Obligation

In the case of each party that consist of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, contracts, declarations and consents contained in this Deed and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons consulting that party.

5.12 Execution of Further Documents

Each party to this Deed agrees to at any time execute all documents and all things that are reasonably necessary to carry out and give effect to the terms and conditions of this Deed.

Executed as a Deed

SIGNED SEALED and DELIVERED by

)
)
)
)
)

.....

In the presence of:

.....
Witness

INFORMATION ONLY

Schedule

Vendor	David Wyndham Hall & Edna Hall both of 15 Legend Drive, Epping Vic 3076
Purchaser	
Guarantor	
Contract	Contract of sale of land dated: Between the Vendor and the Purchaser relating to ALL THAT piece of land being Lot 18 on PS540570T and comprised in Certificate of Title Volume: 10996 Folio: 791

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 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

18.1 Settlement and 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, unless the margin scheme applies.
- 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:
- decide if an amount is required to be paid or the quantum of it, or
 - 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:
- 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
 - 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:
- 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
 - 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:
- personally, or
 - by pre-paid post, or
 - 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
 - by email.
- 27.4 Any document properly sent by:
- express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - 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.

DAVID WYNNDHAM HALL & EDNA HALL

VENDORS STATEMENT

Property: 15 Legend Drive, Epping 3076

Still & Co.
Lawyers
32 Sydney Street
Kilmore Vic 3764
Tel: 03 5782 1011
Fax: 03 5782 2062
DX 37305 Kilmore

Ref: 250078:v1 20 February 2025:S4

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	15 LEGEND DRIVE, EPPING VIC 3076	
Vendor's name	David Wyndham Hall & Edna Hall	Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

Important information

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1. FINANCIAL MATTERS

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

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:

Not Applicable

1.3 Terms of Contract

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

Not applicable.

1.4 Sale Subject to Mortgage

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

Not applicable.

1.5 Land subject to Tax Reform scheme

Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax**

(a) Reform Act 2024?

No

(b) If yes to 1.5(a), please provide:

i. the AVPCC* most recently allocated to the land; AND

ii. the entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

* AVPCC means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024**.

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.

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

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

☐ *Is as follows:

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

None to the Vendors knowledge

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:

Not Applicable

4.3 Compulsory Acquisition

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

Not Applicable

5. BUILDING PERMITS

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

Not applicable.

6. OWNERS CORPORATION

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

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

7. ☐ GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

10.2 Staged Subdivision

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 2000m²; (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.)

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)

1. Register Search Statement Volume: 10996 Folio: 791
2. Copy Plan PS540570T
3. Section 173 Agreement AE822640W
4. Property Report, Planning Report & Bush Fire Prone Area Report
5. City of Whittlesea Land Information statement
6. Yarra Valley Water Information statement
7. Property Clearance Certificate
8. Owners Corporation Certificate PS540570T
9. Due Diligence Checklist

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

Page 1 of 2

VOLUME 10996 FOLIO 791

Security no : 124121846854V
Produced 07/02/2025 03:27 PM

LAND DESCRIPTION

Lot 18 on Plan of Subdivision 540570T.
PARENT TITLE Volume 10995 Folio 189
Created by instrument PS540570T Stage 2 06/03/2007

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DAVID WYNDHAM HALL
EDNA HALL both of 15 LEGEND DRIVE EPPING VIC 3076
AF349307L 19/09/2007

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF349308J 19/09/2007
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AE822640W 05/01/2007

DIAGRAM LOCATION

SEE PS540570T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 15 LEGEND DRIVE EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by

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

Page 2 of 2

OWNERS CORPORATION 1 PLAN NO. PS540570T

DOCUMENT END

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PLAN OF SUBDIVISION		Stage No.	LR use only EDITION 2	Plan Number PS 540570T
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<p>Location of Land</p> <p>Parish: WOLLERT</p> <p>Township:</p> <p>Section: 10</p> <p>Crown Allotment:</p> <p>Crown Portion: 4 (PART)</p> <p>Title References</p> <p>C/T VOL 8672 FOL 338 VOL 10780 FOL 988</p> <p>Last Plan Reference: LOT 1 ON TP 850383A LOT 1 ON TP 834196Q</p> <p>Postal Address: 140 EPPING ROAD (At time of subdivision) EPPING 3076</p> <p>MGA Co-ordinates: E 326 310 (Of approx. centre of plan) N 5 833 885 Zone 55</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: WHITTLESEA CITY COUNCIL Ref: 605850</p> <p>1. This Plan is certified under Section 8 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 <u>12/12/05</u></p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p>OPEN SPACE</p> <p>(i) A requirement for public open space under Section 18 Subdivision Act 1988 has has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in stages</p> <p>Council delegate Council seal Date 1/1/</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate Council seal Date 12/12/06</p>
--	---

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R-1 ROAD R-2 RESERVE No 1	WHITTLESEA CITY COUNCIL ROADS CORPORATION SPI ELECTRICITY PTY LTD (ABN 91064651118)

Notations	
Depth Limitations: DOES NOT APPLY	Staging: This is a staged subdivision Planning permit No. 708550
Common Property No 1 is also known as Legend Drive and Minerva Rise.	
LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR OWNERS CORPORATION DETAILS SEE OWNERS CORPORATION SEARCH REPORT	Survey: This plan is based on survey (To be completed where applicable)
	This survey has been connected to permanent mark no(s). 27, 148 & 158 in Proclaimed Survey Area no. -

Easement Information					LR use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of compliance/ Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	Received <input checked="" type="checkbox"/>
E-1	Transmission of Electricity	See Diag.	C/E D397485	State Electricity Commission	<p style="text-align: center;">Date: 14 / 2 / 2007</p> <p style="text-align: center; font-size: 1.2em;">THIS IS AN LR COMPILED PLAN</p> <p style="text-align: center;">Checked on 5 March 2007</p> <p style="text-align: center;">FOR DETAILS SEE MODIFICATION TABLE HEREIN</p>
E-2	Powerline	See Diag.	This Plan Section 88 of the Electricity Industry Act 2000	SPI Powernet	
E-3	Sewerage	2	This Plan	Yarra Valley Water Limited	
E-4	Water Supply	See Diag.	This Plan	Yarra Valley Water Limited	
E-4	Gas Supply	See Diag.	This Plan	Vic Gas Distribution Pty Ltd (ACN 085 899 001)	
E-4	Sewerage	See Diag.	This Plan	Yarra Valley Water Limited	
E-4	Telecommunications	See Diag.	This Plan	Whittlesea City Council	
E-4	Telecommunications	See Diag.	This Plan	Land in this Plan	
E-5	Powerline	2	This Plan Section 88 of the Electricity Industry Act 2000	SPI (Electricity) Pty Ltd (ABN 910 646 51118)	
LEGENDS HILL ESTATE - STAGE 1 (8 LOTS)					

<p>Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au</p> <p>24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9993 7888 F 61 3 9993 7999</p> <p>144 Welford Street PO Box 926 Shepparton Victoria 3632 Australia T 61 3 5831 4448 F 61 3 5831 4448</p> <p>coomes consulting</p>	<p>LICENSED SURVEYOR (PRINT) Keith Robert Jones</p> <p>SIGNATURE _____ DATE <u>20/11/2006</u></p> <p>REF: 140753SV00</p> <p>VERSION 8</p> <p>FILE NAME: 140753SV00.dwg FILE LOCATION: F:\141\140753\140753-SUB.dwg LAYOUT NAME: Sheet 1 SAVE DATE: Tue, 30 Jan 2007 - 8:17 LAST SAVED BY: jessica</p>	<p style="text-align: center;">Sheet 1 of 4 Sheets</p> <p>DATE <u>5 / 12 / 06</u></p> <p>COUNCIL DELEGATE SIGNATURE _____</p> <p style="text-align: center;">Original sheet size A3</p>
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PLAN OF SUBDIVISION

Stage No _____ Plan Number **PS 540570T**

COMMON PROPERTY No 1
25m²

COMMON PROPERTY No 1 (MINERVA RISE)

COMMON PROPERTY No 1 (LEGEND DRIVE)
3560m²

COMMON PROPERTY No 1
25m²

ENLARGEMENT SCALE 1:500

Road Enlargement

EPPING ROAD

DRIVE

WATERLI

RESERVE No 1 (ELECTRICAL PURPOSES)
34m²

SEE SHEET 4

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE

REF:
FILE NAME: L407606.dwg
PLOT DATE: 12 MAR 2007 10:22 AM
SAVE DATE: 12 MAR 2007 10:22 AM

ORIGINAL SCALE SHEET SIZE
A3

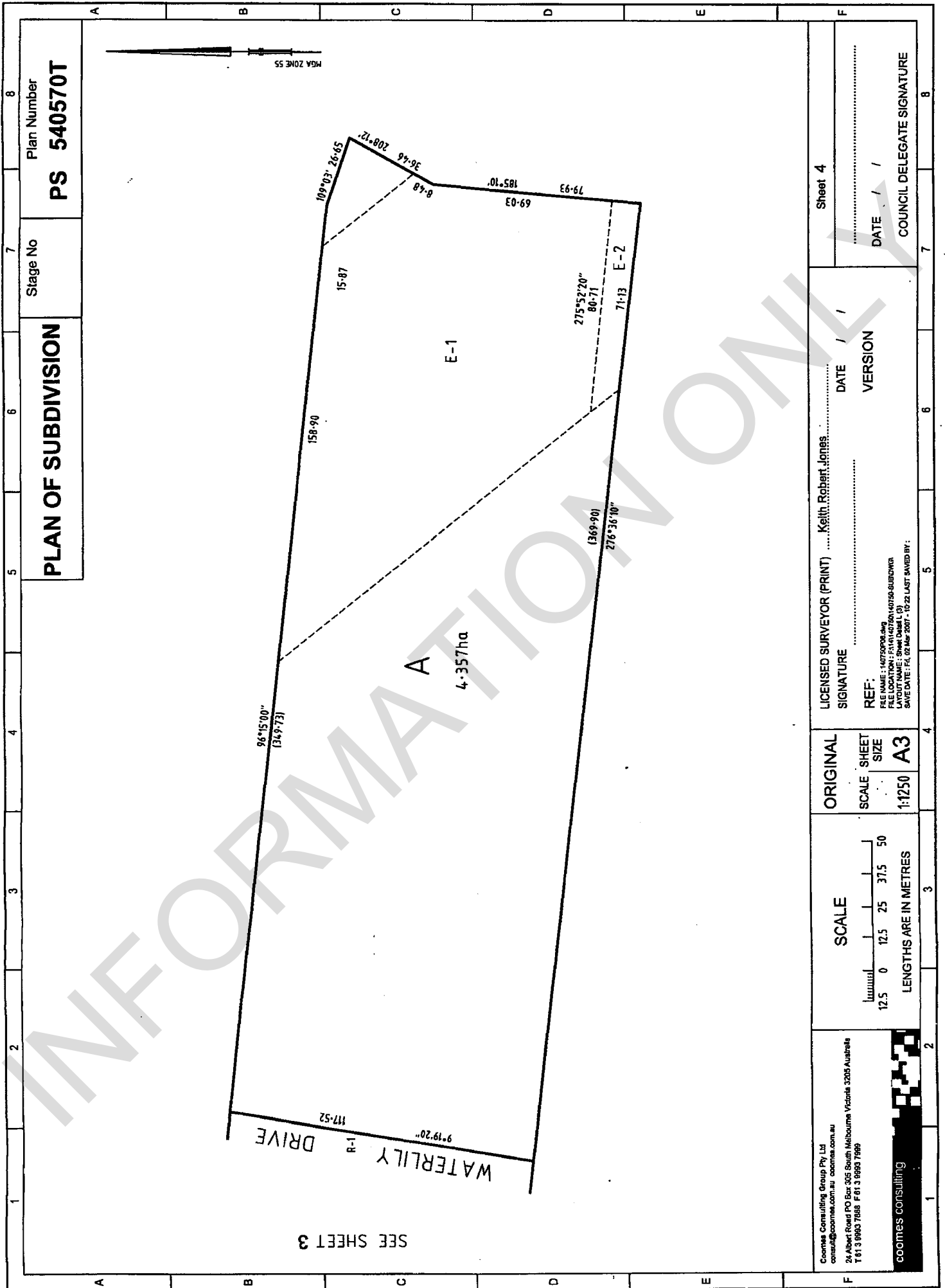
SCALE
LENGTHS ARE IN METRES
7.5 0 7.5 15 22.5 30

DATE / /

VERSION

COUNCIL DELEGATE SIGNATURE

Sheet 3



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Application by
Responsible Authority,
Relevant Authority,
Referral Authority of Council
for the making of a recording of an
Agreement
Section 181(1) Planning and Environment Act 1987



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Lodged by: Septimus Jones & Lee
Name: Elizabeth Linedale
Phone: 03 9613 6555
Address: 99 William Street, Melbourne 3000 or DX 258 Melbourne
Ref: EAL:37561
Customer Code: 1880H

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Lots 1 to 31 (inclusive) on Plan of Subdivision PS540570T, being part of the land described in Certificates of Title Volume 8672 Folio 338 and Volume 10780 Folio 988.

Authority or Council: City of Whittlesea
Civic Centre, Ferres Boulevard, South Morang 3752

Section and Act under which Agreement is made: Section 173 Planning and Environment Act 1987

A copy of this Agreement is attached to this Application.

Date: 21 December 2006

Executed by the City of Whittlesea:

A handwritten signature in black ink, appearing to read "G. W. Brennan".

G. W. BRENNAN
Chief Executive Officer
Whittlesea City Council
Ferres Blvd., South Morang

AE822640W

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173



**AGREEMENT PURSUANT TO SECTION 173 OF
THE PLANNING & ENVIRONMENT ACT 1987**

Responsible Authority:

City of Whittlesea

Owner:

Australand Holdings Pty Ltd ACN 008 443 696

Stages 1-4

Legends Hill Estate

Part 140 Epping Road, Epping

SEPTIMUS JONES & LEE

Solicitors

99 William Street

MELBOURNE VIC 3000

DX 186

Telephone: 9613 6555

Reference: EAL:37561

THIS AGREEMENT is made the 21st day of December 2006 pursuant to Section 173 of the *Planning and Environment Act 1987*

PARTIES:

City of Whittlesea of Civic Centre, Ferres Boulevard, South Morang 3752

("Responsible Authority")

and

Australand Holdings Pty Ltd ACN 008 443 696 of Level 2, 352 Wellington Road, Mulgrave 3170

("Owner")

RECITALS

- A. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 12 April 2005 the Responsible Authority issued the Permit allowing Staged multi lot residential subdivision, the construction of a dwelling on each lot created and the removal of selected native vegetation in accordance with the endorsed plans on Lot 1 on TP 850383A, of which the Subject Land is a part. Condition 11 of the Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Permit is available for inspection at the offices of the Responsible Authority.
- D. There is no Mortgage on the Subject Land.
- E. The Owner and the Responsible Authority enter into this Agreement:
 - (i) to give effect to condition 11 of the Permit in so far as it affects the Subject Land; and
 - (ii) to achieve and advance the objectives of planning in the State of Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

IT IS AGREED THAT:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the contrary intention appears.

1.1 Definitions

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

"Act" means the *Planning & Environment Act 1987*;

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

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"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;

"Party" or **"Parties"** means the Owner and Responsible Authority under this Agreement as appropriate;

"Permit" means Planning Permit number 708550 (Amended) issued by the Responsible Authority on 12 April 2005. A copy of this Permit is available for inspection at the offices of the Responsible Authority.

"Plan" means Plan of Subdivision 540570T, including any stage of that Plan.

"Planning Scheme" means the Whittlesea Planning Scheme.

"Subject Land" means lots 1 to 31 (inclusive) on the Plan being part of the land described in Certificates of Title Volume 8672 Folio 338 and Volume 10780 Folio 988. Any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

1.2

Interpretation

- (a) The singular includes the plural and the plural includes the singular.
- (b) A reference to a gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (d) If a party consists of more than one person this agreement binds them jointly and each of them severally.
- (e) A reference to a statute shall include any statutes amending, consolidating or replacing them and any regulations made under such statutes.
- (f) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (g) The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (h) The expression "Owner" means the person or persons registered or entitled to be registered from time to time 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.
- (i) A reference to the words "Planning Scheme" includes any planning control in the form of or similar to a planning scheme and being a successor to the Whittlesea Planning Scheme.

AE822640W

05/01/2007 \$94.60 173



- (j) A reference to the words "Responsible Authority" includes its successors as Responsible Authority for the Planning Scheme in which case any reference to the holder of an office with the Responsible Authority shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.
- (k) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement, however, 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.
- (l) 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.
- (m) 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.

AE822640W

05/01/2007 \$94.60

173



2. EFFECT OF AGREEMENT

- 2.1 Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made as a Deed pursuant to the provisions of Section 173 of the *Planning and Environment Act 1987* and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Permit.
- 2.2 The obligations of the Owner will take effect as separate and severable covenants which shall be annexed to and run at law and in equity with the Subject Land and bind the Owner, its successors, assigns and transferees and the registered proprietor or proprietors for the time being of the Subject Land and every part of the Subject Land.

3. COMMENCEMENT OF AGREEMENT

This Agreement shall come into force immediately upon execution by the parties.

4. OWNER'S OBLIGATIONS

- 4.1 The Owner covenants and agrees that all areas shown on the Plan as common property (including any roads marked as common property), and all body corporate open space areas, shall be accessible by the public.
- 4.2 No further subdivision of the Subject Land is to occur, except for the development approved under the Permit.

5. REGISTRATION OF AGREEMENT

- 5.1 The Owner shall do all things necessary (including signing any further agreement acknowledgment or document and obtaining the consent of any mortgagee or caveator) to enable the Responsible Authority to apply to the Registrar of Titles to have this Agreement registered on the relevant Certificate or Certificates of Title to the Subject Land in accordance with Section 181 of the Act.
- 5.2 After execution of this Agreement and prior to its registration at the Land Registry, the Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land or any part of it without first disclosing the existence and nature of this Agreement.
- 5.3 Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:-
- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
 - (b) execute a deed agreeing to be bound by the terms of this Agreement.

AE822640W

05/01/2007 \$94.60 173



6. OWNER'S WARRANTY

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

7. SEVERABILITY

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

8. SERVICE

- 8.1 A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:
- (a) by delivering it personally to that party;
 - (b) 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
 - (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

AE822640W

05/01/2007 \$94.60

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8.2 A notice or other communication is deemed served:

- (a) if delivered, on the next following business day;
- (b) if posted, on the expiration of two business days after the date of posting; or
- (c) 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. COSTS

9.1 The Owner shall immediately pay the reasonable costs and expenses of the Responsible Authority (including legal expenses) of and incidental to the preparation, execution and registration of this Agreement.

9.2 The Owner must pay any stamp duty assessed on this Agreement.

10. NO WAIVER

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

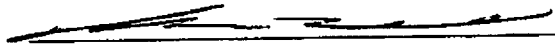
11. NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY

The Owner agrees this Agreement does not fetter or restrict the power or discretion of the Responsible Authority 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.

IN CONFIRMATION of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.

Executed by Australand Holdings Pty Limited)
by being signed by its Attorney Peter John)
Howren under Power of Attorney dated 11)
May 1998 in the presence of:)


Peter John Howren


Witness **AARON KNIVITT**

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

)
)
)
)
)



Chief Executive Officer

G. W. BRENNAN
Chief Executive Officer
Whittlesea City Council
Ferres Blvd., South Morang

AE822640W

05/01/2007 \$94.60 173





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 07/02/2025 03:27:21 PM

OWNERS CORPORATION 1
PLAN NO. PS540570T

The land in PS540570T is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 31.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

140 EPPING ROAD EPPING VIC 3076

PS540570T 26/02/2007

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. PS540570T 26/02/2007

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 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

Produced: 07/02/2025 03:27:21 PM

OWNERS CORPORATION 1
PLAN NO. PS540570T

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
Total	3100.00	3100.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/02/2025 03:27:21 PM

OWNERS CORPORATION 1
PLAN NO. PS540570T

Statement End.

INFORMATION ONLY

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 13 February 2025 03:35 PM

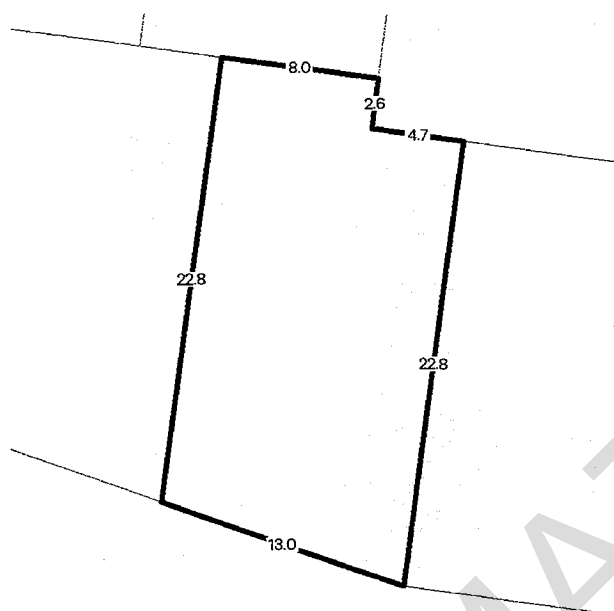
PROPERTY DETAILS

Address: **15 LEGEND DRIVE EPPING 3076**
Lot and Plan Number: **Lot 18 PS540570**
Standard Parcel Identifier (SPI): **18\PS540570**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **621052**
Directory Reference: **Melway 182 C5**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 296 sq. m

Perimeter: 74 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **MILL PARK**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

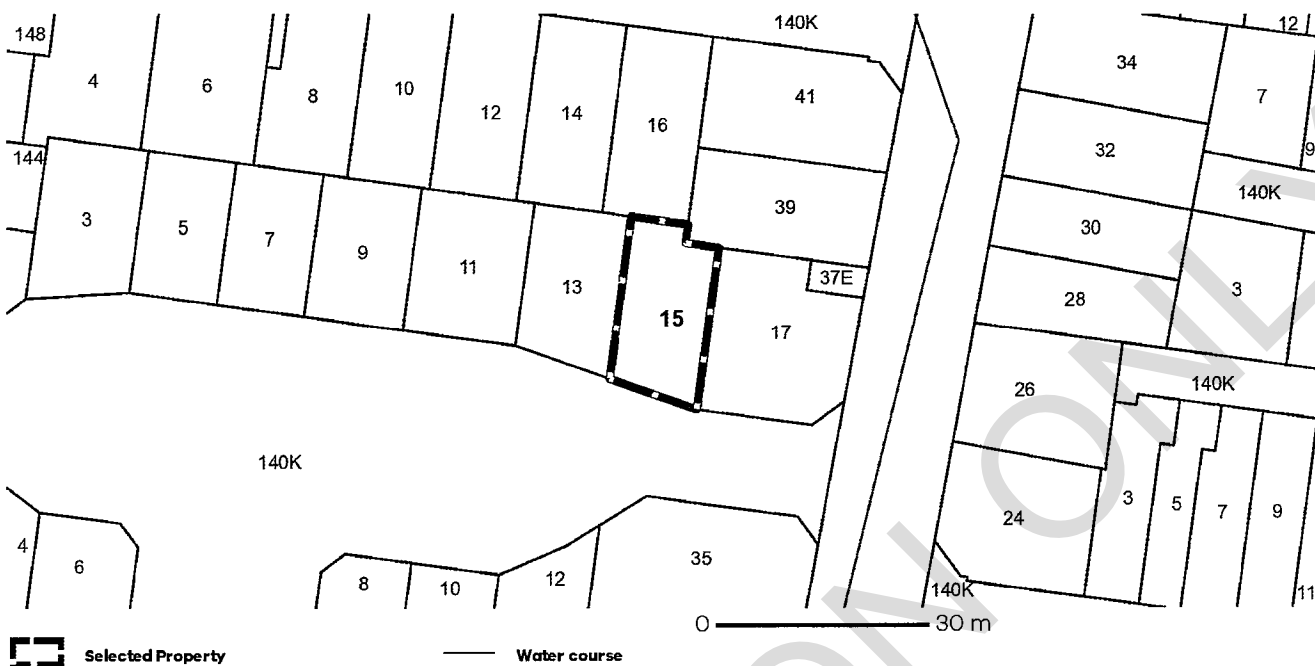
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 13 February 2025 03:35 PM

PROPERTY DETAILS

Address: 15 LEGEND DRIVE EPPING 3076
Lot and Plan Number: Lot 18 PS540570
Standard Parcel Identifier (SPI): 18\PS540570
Local Government Area (Council): WHITTLESEA
Council Property Number: 621052
Planning Scheme: Whittlesea
Directory Reference: Melway 182 C5

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

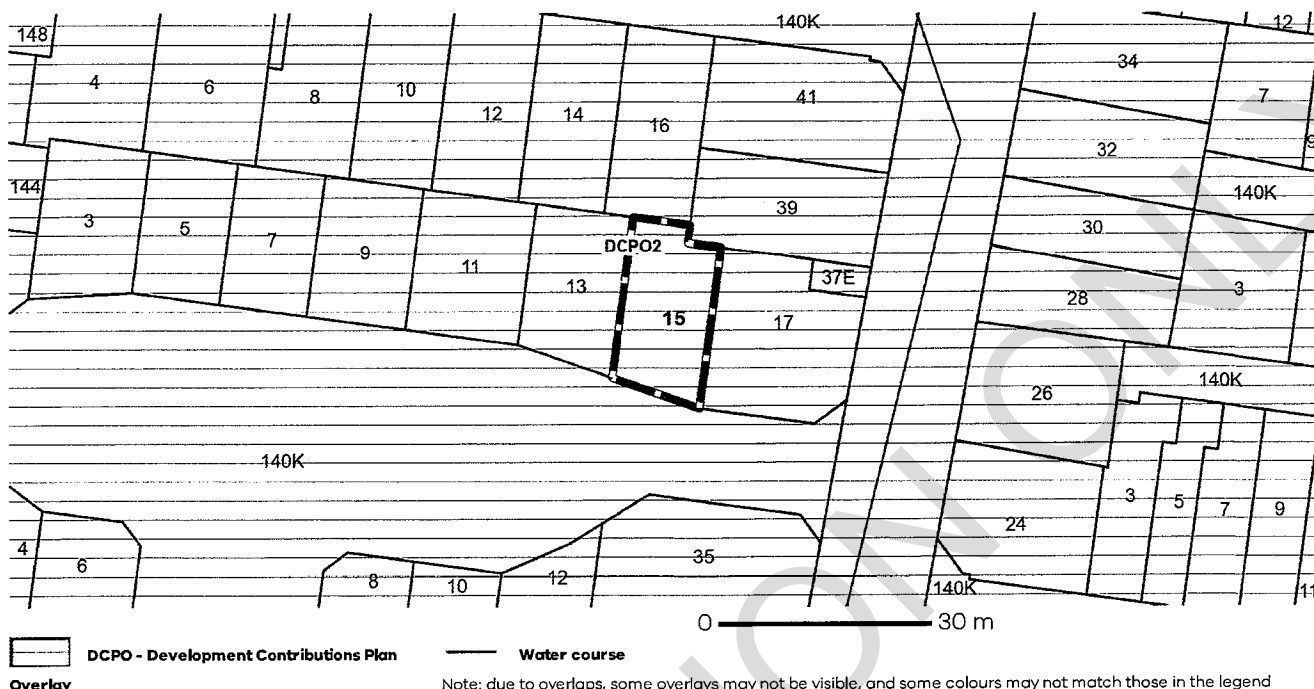
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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

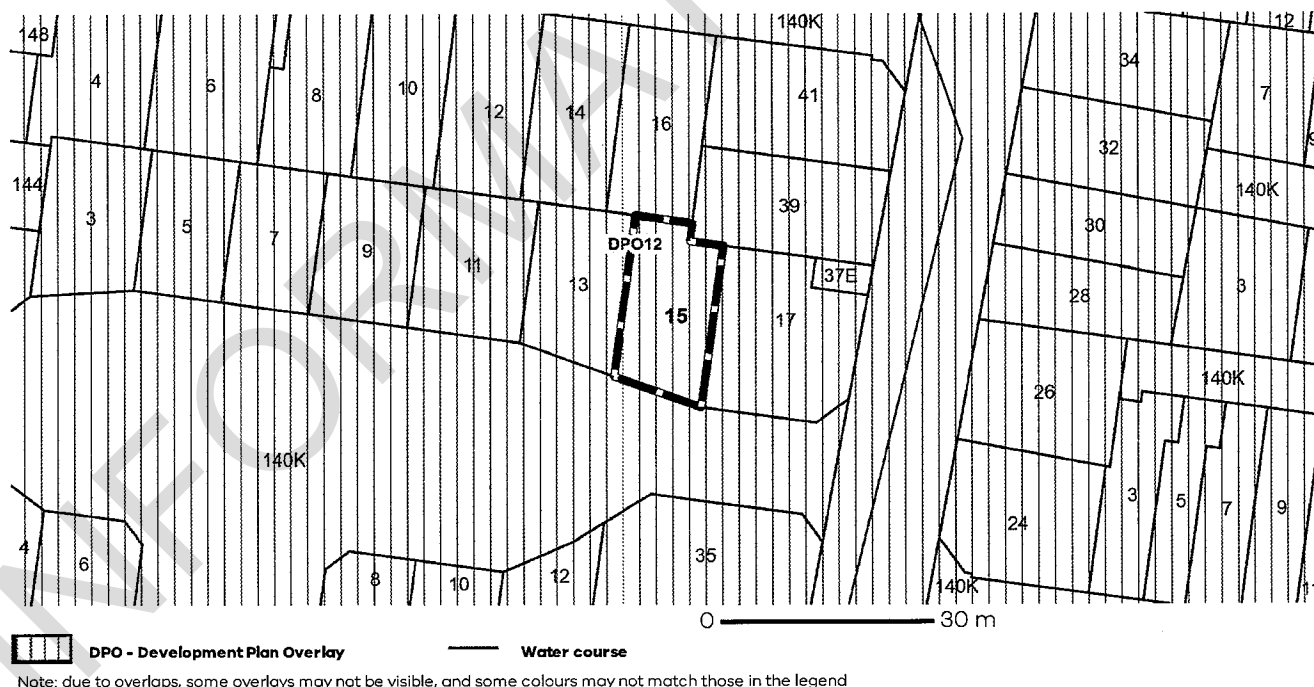
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DEVELOPMENT PLAN OVERLAY (DPO)

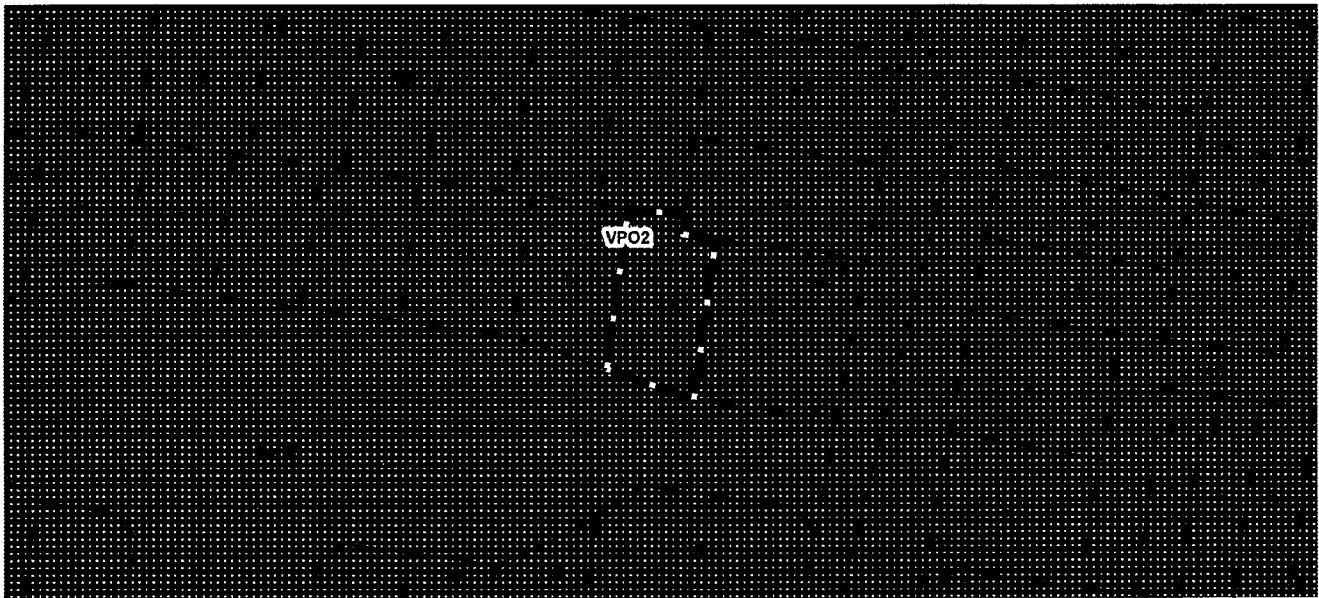
DEVELOPMENT PLAN OVERLAY - SCHEDULE 12 (DPO12)



Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY – SCHEDULE 2 (VPO2)



 VPO – Vegetation Protection Overlay  Water course

0 30 m

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 08 February 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

Date of issue 11/02/2025	Assessment No. 621052	Certificate No. 168891	Your reference 75772562-019-7
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Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 15 Legend Drive EPPING 3076

Description: LOT: 18 PS: 540570T

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$600,000	\$320,000	\$30,000

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 2024 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 01/07/2024	\$1,405.07	
Food/Green waste bin charge levied on 01/07/2024	\$105.15	
Fire services charge (Res) levied on 01/07/2024	\$132.00	
Fire services levy (Res) levied on 01/07/2024	\$52.20	
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70	
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20	
Arrears to 30/06/2024	\$0.00	
Interest to 11/02/2025	\$0.00	
Other adjustments	\$0.00	
Less Concessions	-\$309.50	
Sustainable land management rebate	\$0.00	
Payments	-\$1,604.82	
Balance of rates & charges due:		\$0.00

Property debts

Other debtor amounts

Special rates & charges

nil

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

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752


Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

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 621052



Phone 1300 301 185
Ref 621052



Biller Code 5157
Ref 621052

7th February 2025

MJJRAV Pty Ltd C/- InfoTrack (SILQ) C/- LANDATA
LANDATA

Dear MJJRAV Pty Ltd C/- InfoTrack (SILQ) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	15 LEGEND DRIVE EPPING 3076
Applicant	MJJRAV Pty Ltd C/- InfoTrack (SILQ) C/- LANDATA LANDATA
Information Statement	30916815
Conveyancing Account Number	7959580000
Your Reference	4361

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	15 LEGEND DRIVE EPPING 3076
------------------	-----------------------------

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 Property Information Statement

Property Address	15 LEGEND DRIVE EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

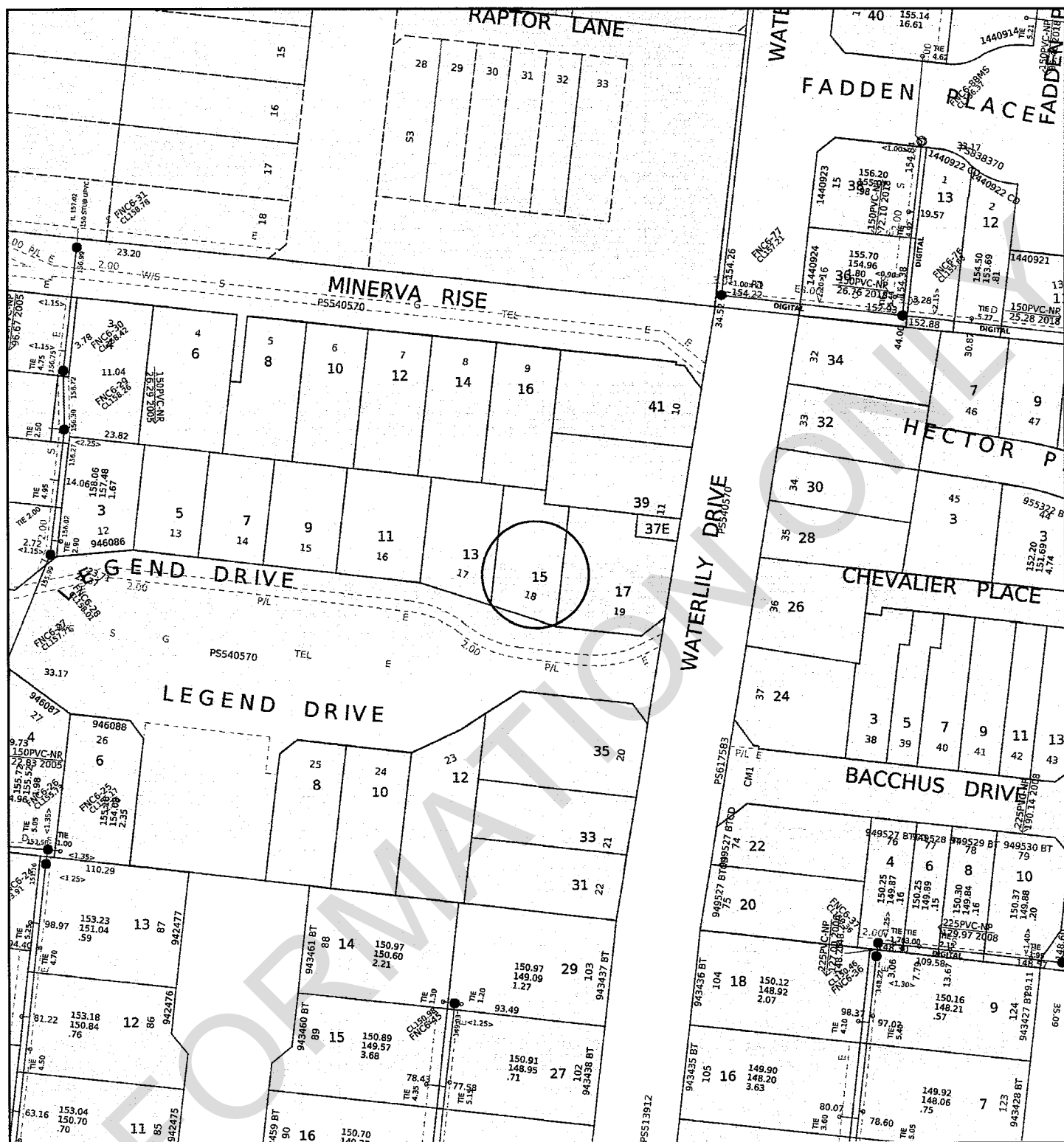
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30916815**

Address	15 LEGEND DRIVE EPPING 3076
Date	07/02/2025
Scale	1:1000



**Yarra
Valley
Water**

ABN 93 066 902 501

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



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

MJJRAV Pty Ltd C/- InfoTrack (SILQ) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3409730000
Rate Certificate No: 30916815

Date of Issue: 07/02/2025
Your Ref: 4361

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
15 LEGEND DR, EPPING VIC 3076	18\PS540570	1637763	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Water Usage Charge Step 1 – 40.920000kL x \$2.56310000 = \$104.88 Step 2 – 16.080000kL x \$3.27600000 = \$52.68 Estimated Average Daily Usage \$1.69	06-08-2024 to 07-11-2024	\$157.56	\$0.00
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			-\$530.04 cr
Total for This Property			-\$458.03 cr


GENERAL MANAGER
RETAIL SERVICES

Note:

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

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

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.

Property No: 1637763

Address: 15 LEGEND DR, EPPING VIC 3076

Water Information Statement Number: 30916815

HOW TO PAY



Billor Code: 314567
Ref: 34097300004

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate
Land Tax



INFOTRACK / MJJRAV PTY LTD

Table with 2 columns: Field (Your Reference, Certificate No, Issue Date, Enquiries) and Value (250078, 83318989, 07 FEB 2025, ESYSPROD)

Land Address: 15 LEGEND DRIVE EPPING VIC 3076

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 34719382, 18, 540570, 10996, 791, \$0.00

Vendor: EDNA HALL & DAVID HALL
Purchaser: FOR INFORMATION PURPOSES

Table with 6 columns: Current Land Tax, Year Taxable Value (SV), Proportional Tax, Penalty/Interest, Total. Row 1: MR DAVID WYNDHAM HALL, 2025, \$320,000, \$0.00, \$0.00, \$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Table with 5 columns: Current Vacant Residential Land Tax, Year Taxable Value (CIV), Tax Liability, Penalty/Interest, Total. All values are empty.

Comments:

Table with 5 columns: Arrears of Land Tax, Year, Proportional Tax, Penalty/Interest, Total. All values are empty.

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

Signature of Paul Broderick
Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Description and Value. Rows: CAPITAL IMPROVED VALUE (CIV): \$600,000; SITE VALUE (SV): \$320,000; CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$0.00



Notes to Certificate - Land Tax

Certificate No: 83318989

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,410.00

Taxable Value = \$320,000

Calculated as \$1,350 plus (\$320,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,000.00

Taxable Value = \$600,000

Calculated as \$600,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 83318989

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 83318989

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MJJRAV PTY LTD

Your Reference:	250078
Certificate No:	83318989
Issue Date:	07 FEB 2025
Enquires:	ESYSPROD

Land Address: 15 LEGEND DRIVE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
34719382	18	540570	10996	791	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$600,000
SITE VALUE:	\$320,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 83318989

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MJJRAV PTY LTD

Your Reference:	250078
Certificate No:	83318989
Issue Date:	07 FEB 2025

Land Address: 15 LEGEND DRIVE EPPING VIC 3076

Lot	Plan	Volume	Folio
18	540570	10996	791

Vendor: EDNA HALL & DAVID HALL

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 83318989

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<div><div>BPAY</div><div></div><div>Billers Code: 416073 Ref: 83318980</div></div> <div><div>Telephone & Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div>	<div><div>CARD</div><div></div><div>Ref: 83318980</div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61. A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div>	<div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div>
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Ross-Hunt

real estate

Still & Co Lawyers
32 Sydney Street
Kilmore 3764
joanne@stillandcompany.com.au

19 February 2025

Dear Sir/Madam,

RE: O.C. NO. 540570T - Lot 18 – Unit 15/15 LEGEND DRIVE, EPPING 3076

We acknowledge receipt of your application dated 13 February 2025 and enclose an Owners Corporation Certificate in accordance with the Owners Corporation Regulations 2007.

We also enclose for your information the following:

1. Insurance Particulars
2. Minutes of the last Annual General Meeting
3. Income & Expenditure Statement and Balance Sheet
4. Statement of Advice and Information for Prospective Purchasers and Lot Owners
5. Model Rules for an Owners Corporation

We recommend that prior to settlement, a final check should be made with regard to any outstanding contributions, levies, legal charges or penalty interest.

A lot owner who sells a lot or a person who acquires a lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract. This is a requirement under the Owners Corporations Act 2006, Part 7, Section 134.

Please ensure the purchaser's telephone number and/or email address is provided for our records. This information can be forwarded on a Notice of Acquisition or Notice of Disposition to acquisitions@rosshunt.com.au.

A purchaser must provide an Australian address for serving of notices. A post office box address is not acceptable. This is to satisfy the requirements of the Victorian Civil and Administrative Tribunal, should any matter regarding a lot owner proceed before the Tribunal.

Yours faithfully,

Rob Tainton

Rob Tainton
Owners Corporation Department

Ross-Hunt Real Estate Pty Ltd ABN: 99 004 290 742
A: 99-105 Union Road, Surrey Hills 3127
P: Locked Bag 1, Surrey Hills 3127
T: (03) 9830 4044 F: 03 9830 4088
E: rosshunt@rosshunt.com.au
www.rosshunt.com.au



Sales



Auctioneers



Buyers Advocacy



Rentals



Owners Corporation





Ross-Hunt

real estate

ABN 99 004 290 742

Prescribed Information for Owners Corporation Certificate

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

Owners Corporation Number 540570T at Legend Hill, 140 Legend Hill Estate, Epping Road, EPPING 3076

This notice is issued in respect of Lot No. 18 / Unit No. 15

Name of Vendor: David & Edna Hall

Applicant for the certificate is: Still & Co Lawyers

Date application was received: 13/02/2025

The information in this certificate is issued on: 19/02/2025

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

- (a) the current fees for the lot for each quarter or annually or other period;

\$470.00 payable quarterly. The quarterly periods commence 1st January, April, July and October.

Please Note: The quarterly Admin Contribution Fee increased from \$420.00 to \$470.00 effective 01/01/2025.

- (b) the date up to which the fees for the lot have been paid;

31/03/2025

- (c) the total of any unpaid fees or charges for the lot;

Nil



Settlement Fees can be paid using the following details:

Bill Code: 253062

EFT REFERENCE Number: 799579211030331

- (d) any special fees or levies which have been struck, and the dates on which they were struck and are payable;

A \$280.32 Once-off Tree Pruning Special Levy was struck on 11/09/2024 and was payable on 11/10/2024. The Levy was based on Lot Liability. Lot 15 has paid this Levy.

- (e) any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d);

None to our knowledge

- (f) in relation to the owners corporation's insurance cover—

- (i) the name of the company;

QBE Insurance (Australia) Limited

- (ii) the number of the policy;

HU0000008341

- (iii) the type of policy;

Strata Title Insurance

- (iv) the buildings covered;

Legend Hill, 140 Legend Hill Estate, Epping Road, EPPING VIC 3076

- (v) the building amount;

\$21,645,000.00

- (vi) the public liability amount;

\$30,000,000.00

- (vii) the renewal date.

13/02/2026 (The current premium for the period 13/02/2025 – 13/02/2026 has been paid)

- (g) if the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution;

Not applicable

- (h) the total funds held by the owners corporation;

Cash at Bank \$35,461.51 as at 19/02/2025

- (i) whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities;

None to our knowledge. The next Annual General Meeting date is 07/10/2025

- (j) details of any current contracts, leases, licences or agreements affecting the common property;

None to our knowledge.

- (k) details of any current agreements to provide services to lot owners, occupiers or the public;

In2Fire Services
1st Energy Pty Ltd

Jimmy's Home Maintenance

- (l) details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied;

None to our knowledge as at 19/02/2025

- (m) details of any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings;

Save for any action to recover member contributions in arrears, the owners corporation is not a party to any legal proceedings and is not aware of the likelihood of such proceedings.

- (n) whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager;

Ross-Hunt Real Estate Pty Ltd, 99-105 Union Road, Surrey Hills. Vic. 3127

- (o) whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment of an administrator;

No administrator is appointed.

- (p) documents required to be attached to the owners corporation certificate are:

Minutes of the last Annual General Meeting
Financial statements
Statement of Advice and Information for Prospective Purchasers / Lot Owners
Model Rules

Further information on prescribed matters can be obtained by inspection of the owners corporation register by making written application to the Manager at the address listed below.

Dated 19 February 2025

THE COMMON SEAL of OWNERS CORPORATION NO 540570T is no longer required at this property.

Rob Tainton

Rob Tainton
Owners Corporation Department
Ross-Hunt Real Estate

Ross-Hunt Real Estate Pty Ltd, 99-105 Union Road, Surrey Hills. 3127. Phone: 03 9830 4044, Fax: 03 9830 4088
Postal: Locked Bag. 1, Surrey Hills. 3127. Email: rosshunt@rosshunt.com.au. Website: www.rosshunt.com.au



BJS Body Corporate Insurance Brokers Pty Ltd

ABN 44 006 267 732

ACN 006 267 732

AFS Licence No: 241466

Level 11/600 St Kilda Road
MELBOURNE VIC 3004PO BOX 7081
MELBOURNE VIC 3004

Tel: (03) 9860 4261

Fax: (03) 9820 5664

Email: bodycorp@bjsib.com.au

Page 1 of 4

You are reminded that the policy mentioned below falls due for renewal on 13/02/2025. To ensure your continued protection, payment must be received by this due date. This is an invitation to renew, and not a demand for payment.

Owners Corporation Plan No. 540570T
C/- ROSS HUNT REAL ESTATE
LOCKED BAG 1
SURREY HILLS VIC 3127

TAX INVOICE

This document will be a tax invoice
for GST when you make payment

Invoice Date: 10/01/2025

Invoice No: 82628

Our Reference: OC540570T

Should you have any queries in relation to this account,
please contact your Account Manager
Rob Howland

Class of Policy: Strata Title Insurance

Insurer: QBE Insurance (Australia) Limited
628 Bourke Street Melbourne VIC 3000

ABN: 78 003 191 035

The Insured: Owners Corporation Plan No. PS 540570T

RENEWAL

Policy No: HU0000008341

Period of Cover:

From 13/02/2025

to 13/02/2026 at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

PRIVACY NOTICE:

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information.

If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website.

PLEASE SEE REVERSE FOR OTHER IMPORTANT INFORMATION

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$29,029.00	\$150.00	\$0.00	\$2,948.35	\$3,193.18	\$304.47

Commission earned on this invoice \$6,386.38

TOTAL
(Excluding Credit Card fee) **\$35,625.00**

Credit Card fee (inc GST) is

\$320.63



Acct Name: BJS Body Corporate Insurance Brokers Pty
BSB: 083419 Account: 548492610
Reference: OC540570T 82628

Our Reference: OC540570T

Invoice No: 82628

Acct Man: Rob Howland



Mail this portion with your cheque payable to:
BJS Body Corporate Insurance Brokers Pty Ltd
PO BOX 7081
MELBOURNE VIC 3004



To pay with your
Visa/Mastercard
Call 1300 369 589
Visit www.bjsib.com.au
Client Ref: 042844X

Invoice Ref: 82628

AMOUNT DUE**\$35,625.00**

IMPORTANT NOTICE TO POLICYHOLDERS, YOUR RIGHTS AND OBLIGATIONS

The information set out below is relevant to any new insurance renewal and reinstatement of any existing insurance.

1. DUTY OF DISCLOSURE (applicable to all General Insurance Contracts except Consumer Insurance Contracts)

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurers need information about the risk that you are asking to insure. This information extends to anyone seeking to be covered by the policy. For this reason, before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose anything that you know, or could reasonably be expected to know, that may affect the Insurer's decision to insure you and on what terms.

You have this duty until the Insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not have to tell the Insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- your insurer knows, or should know; or
- your insurer waives your duty to tell them about

If you do not tell the Insurers something:

If you do not tell the Insurer anything that you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the Insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

One important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made completed disclosure, we suggest that you keep an up to date record of all such losses and claims.

2. Third Party Interests

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted in the policy.

3. Hold Blameless or Preventing the Right of Recovery

You are warned that should you become a party to any agreement that has the effect of excluding or limiting the insurers' chances of recovery from a Third Party, the insurer will have the right to refuse to indemnify you for such loss if it is shown that the insurers' rights of recovery have been prejudiced by your action.

4. Authority to Act as your Broker

When you instruct us to arrange cover on your behalf, it is deemed that you have appointed us as your agent to deal with all matters relevant to the contract including claims. Unless you have appointed us in writing to act as your Insurance Broker for your complete Insurance Program we only accept responsibility for advice in respect to this policy. We will advise you of the expiry date of your policy and make recommendations to you for cover improvement or premium cost savings available. Payment of our invoice or written instructions to renew must be received by us before 4pm on the policy expiry date, otherwise your cover will cease at that time. In the absence of your written notice to the contrary, payment of your account will be deemed to acknowledge your acceptance of these broker appointment conditions.

5. Reasonable Precautions

You must take all reasonable precautions for the maintenance and safety of the property insured and the Company will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you on your behalf.

6. Financial Ombudsman Service

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. We also subscribe to Australian Financial Complaints Authority (AFCA) a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from us or by contacting AFCA directly at GPO Box 3 Melbourne VIC 3001, on 1800 931 678, email: info@afca.org.au or visit the website: www.afca.org.au.

7. Cancellation

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the insurer, and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee may be charged to process the cancellation.

8. Alterations

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the Underwriters.

9. Disclaimer

This notice is a summary only (errors and omissions, excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents, in case of any discrepancy, the underwriters' documents will prevail.

Schedule of Insurance

Page 3 of 4

Class of Policy:	Strata Title Insurance	Policy No:	HU00000008341
The Insured:	Owners Corporation Plan No: PS 540570T	Invoice No:	32628
		Our Ref:	OC540570T

This policy has been placed through

CHU Underwriting Agencies Pty Ltd
ABN 18 001 580 070
Level 21 / 150 Lonsdale Street, Melbourne VIC 3000

CHU Underwriting Agencies Pty Ltd is an underwriting agency who has placed the policy with

QBE Insurance (Australia) Limited
ABN 78 003 191 035
628 Bourke Street Melbourne VIC 3000

CHU UNDERWRITING RESIDENTIAL STRATA INSURANCE

The Insured: Owners Corporation Plan No. 540570T
Period of Insurance: From 13/02/2025 To 13/02/2026 at 4:00pm
Situation: "Legend Hill Estate" - 140 Epping Road, EPPING, VIC 3076
No. of Lots/Units: 31

POLICY LIMITS/SUMS INSURED

Policy 1	Insured Property (Building)	\$21,645,000
	Loss of Rent/Temporary Accommodation	\$3,246,750
	Insured Property (Common Area Contents)	\$216,450
	FLOOD	Insured
	FLOATING FLOORBOARDS	Insured
Policy 2	Public or Legal Liability	\$30,000,000
Policy 3	Voluntary Workers	Insured
	Death	\$200,000
	Total Disablement – Per Week	\$2,000
Policy 4	Fidelity Guarantee	\$250,000
Policy 5	Office Bearers' Liability	\$5,000,000
Policy 6	Machinery Breakdown	Not Selected
Policy 7	Catastrophe Insurance (Insured Property)	\$3,246,750
	Extended Cover – Rent/ Temp Accommodation (15%)	\$487,012
	Escalation in Cost of Temp Accommodation (5%)	\$162,337
	Cost of Storage and Evacuation (5%)	\$162,337
Policy 8	Government Audit Costs	\$25,000
	Appeal Expenses – Common Property Health & Safety Breaches	\$100,000

Schedule of Insurance

Page 4 of 4

Class of Policy:	Strata Title Insurance	Policy No:	HD0000008341
The Insured:	Owners Corporation Plan No PS540570T	Invoice No:	82628
		Our Ref:	OC540570T

	Legal Defence Expenses	\$50,000
Policy 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

EXCESS

Policy I - Insured Property \$2,000 Standard

Other excesses payable are shown in the Policy Wording.

Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Water Damage Excess

The following Excess will apply to Policy I – Insured Property for loss or damage caused by:

- Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- Rainwater

The additional Excess payable will be shown above.

Please refer to the Policy Wording / PDS for full details of cover provided.

FURTHER INFORMATION ABOUT OUR ADVICE

What is the purpose of this information?

This is important information about our remuneration and any relevant associations or interests we have that may influence our advice. This document is designed to assist you in making an informed decision about whether or not to act on our personal advice about your insurance needs.

The personal advice that we have provided you about your insurance needs may be based on incomplete or inaccurate information relating to your personal circumstances and because of that you should, before acting on the advice, consider the appropriateness of the advice, having regard to your personal circumstances.

What remuneration (including commission) or other benefits do we or our associates receive in connection with this advice that may influence us?

We do not get any remuneration or other benefits from giving this advice unless you instruct us to arrange the recommended policy.

If you instruct us to arrange the recommended policy, we will:

- Receive commission or brokerage as detailed on this invoice and
- Charge you a fee as detailed on this invoice



Ross-Hunt Real Estate P/L ABN: 99 004 290 742
A: 99-105 Union Road, Surrey Hills 3127
P: Locked Bag 1, Surrey Hills 3127
Ph: 03 9830 4044
Fax: 03 9830 4088
E: rosshunt@rosshunt.com.au
www.rosshunt.com.au

MINUTES OF INTERIM ANNUAL GENERAL MEETING
Owners Corporation Strata Plan No. 540570T
Legend Hill, 140 Legend Hill Estate, Epping Road, EPPING VIC 3076
HELD ON: 08/10/2024 at 18:00
LOCATION: Online via Teams

PRESENT:

Lot#	Unit#	Attendance	Owner Name
13	5	Yes	Catherine Scicluna

IN ATTENDANCE:

Trent O'Reilly representing Ross-Hunt Real Estate

CHAIRPERSON(acting):

Meeting Chaired by: Trent O'Reilly

1. MINUTES

Resolved that the minutes of the last Annual General Meeting held on 6/12/2023 were accepted as presented.

2. FINANCIAL REPORTS

Resolved that the Statement of Financial Performance for the financial year ending 31/07/2024 was accepted as presented.

3. AUDITING AND FINANCIAL REPORTING

Resolved that the Owners Corporation is a non-reporting and not for profit entity for financial reporting purposes.

4. MANAGERS REPORT

Notation: The Manager advised the meeting of Professional indemnity cover held by Ross-Hunt Real Estate for \$5 million. Policy No: 2023-RE44993-83294 with Woodina Underwriting Agency.

5. COMMITTEE

Resolved that the following members were elected to the Committee: Fazeel Arain U140), Catherine Scicluna (U5), Prince Dodoo (U33). The Committee elected Catherine Scicluna as the Chairperson.

Dispute Resolution: Once an issue is brought to the attention of the manager, this is to be emailed to the chairperson or representative of the committee. The responsibility of the chairperson is to inform and discuss any issues arising at their property, being via calling of a committee meeting or by email. The correspondence is between the committee only (not the manager) and once a decision is made, then it is the responsibility of the chairperson to instruct the manager in writing.

6. DELEGATION TO COMMITTEE

Resolved the Owners Corporation delegates to the committee all the powers and functions of the Owners Corporation except:-

- i) A power or function requiring a special resolution;
- ii) A power or function requiring a unanimous resolution;
- iii) A power or function that may only be determined by ordinary resolution of the Owners Corporation at a general meeting pursuant to Section 82.

The purpose of a committee is to make decisions outside the Annual General Meeting. The committee provides a link between the manager and property enabling efficient processing of items which require attention. These items would generally be maintenance related or sometimes in relation to special legal or capital works projects. It is the committee's responsibility to act in the best interests of the Owners Corporation.

7. INSURANCE

Resolved that the Building Cover is to remain at \$31,645,000.00. Excess payable by Owner or Owners Corporation, depending on the claim.

Policy Number: HU0000008341	Type: Strata	Broker: BJS Body Corporate Insurance Brokers P/L
Insurer: CHU Underwriting Agencies Pty Ltd	Premium: \$37,475.00	Paid On Date: 21/02/2024
Policy Start Date: 13/02/2024	Next Due Date: 13/02/2025	
Cover	Sum Insured	Excess
Building	\$31,645,000.00	\$2,000.00
Public Liability	\$30,000,000.00	\$2,000.00
Water Damage/Burst Pipes		\$2,500.00

For all excesses and cover please refer to policy document, which is available from BJS Body Corporate Insurance Brokers Pty Ltd (BJS). Ph: 1800 003 077.

Ross-Hunt Real Estate Pty Ltd has a distributor agreement with BJS. As part of the agreement there is a beneficial relationship between the two entities, relating to insurance policies in the name of the Owners Corporation. Ross-Hunt Real Estate receives 25% of the commission earned by BJS on new insurance policies only. The arrangement contributes to a lower level of management fees and does not increase the cost of the insurance to the Owners Corporation.

Notation: FINANCIAL SERVICE GUIDE AND PRODUCT DISCLOSURE STATEMENT (FSG & PDS).

Following legislative changes in the financial service industry, Owners Corporation Managers as arrangers of insurance must either hold an Australian Financial Services License or be authorised to act on behalf of a Licensee. Ross-Hunt Real Estate has elected to become a distributor of BJS and our authority allows us to provide instructions to BJS to arrange insurance, present quotations and renewal invitations to the Owners Corporation which are provided by BJS (including the invoice, BJS FSG and relevant Insurers PDS) and renew insurance following your authority. We cannot provide advice however if you require personal advice you can contact BJS or an insurance broker of your choice.

8. VALUATION

Resolved that Ross-Hunt Real Estate is not to obtain a valuation. The matter will be discussed at the next AGM. Your last valuation was completed on 31/01/2024.

9. CONTRACTORS INSURANCE

Resolved that Ross-Hunt Real Estate advises that any member(s) who engage(s) or recommends the services of a contractor to carry out works at the property on behalf of the Owners Corporation must undertake to ensure that the contractor maintains public liability insurance and workers compensation cover for the duration of the works and that the contractor provides an indemnity to The Owners Corporation and Ross-Hunt Real Estate against all claims arising out of the works.

10. DEBT COLLECTION

Resolved that Ross-Hunt Real Estate is authorised to engage the services of a solicitor to submit an application to the Victorian Civil Administrative Tribunal or any other court of jurisdiction for debt recovery against an owner. Costs will be incurred however it is reasonably expected these costs are recoverable in most circumstances.

11. OCCUPATIONAL HEALTH & SAFETY

Resolved not to carry out an assessment to determine compliance with Occupational Health and Safety Act 2004 provisions. Members advised the Manager that the Owners Corporation did not have any irregularities or services that would be subject to the Occupational Health & Safety Act 2004 provisions.

Notation: The Manager advised the meeting of the operation of the Occupation Health & Safety Act 2004 and the need for compliance so as not to adversely impact on the insurance policy of the property and in order to avoid any possible penalties being applied to the Owners Corporation. The Manager advised members that Ross-Hunt Real Estate is not a building surveyor or engineer and is not able to determine compliance obligations.

12. ESSENTIAL SERVICES

Resolved that the current service provider remain in place to carry out the Essential Services Report for the property.

Resolved that the Owners Corporation hereby resolves to undertake Essential Service Measures at the property and authorises therein the manager to undertake Essential Service Maintenance works as required being for the amount equal or under \$500.00.

13. GUTTER CLEANING

Resolved that the cleaning of the gutters and downpipes is to remain the individual responsibility. The manager advises that these should be cleaned on an annual basis as an important part of building maintenance.

14. CARETAKER

Resolved that the current caretaker continue for a further 12 months.

15. GENERAL BUSINESS

15.1 Sprinklers: Resolved that owners do not have to maintain the original sprinkler system installed when the houses were developed and can use a garden hose to water their front yards.

16. INTEREST ON OUTSTANDING FUNDS

Resolved that Ross-Hunt Real Estate be authorised on behalf of the Owners Corporation to charge interest on money owing to the Owners Corporation at a rate not exceeding the maximum rate of interest payable under the Penalty Interest Rates Act 1983. Such interest is to apply to both levies and normal contributions. The due dates for normal contributions are payable in advance commencing on 1/01/2025, 1/04/2025, 1/07/2025, 1/10/2025 and each subsequent year. Interest is to apply to contributions which are outstanding in excess of 30 days from the due date as set out. Levies are due and payable upon the date of issue. Interest will be charged on unpaid levies 30 days after this date. A late fee of \$20.00 will be issued if payment has not been received within this timeframe.

17. ATO REQUIREMENTS

Resolved as there is no assessable income, there is no income tax return to be lodged for the year.

18. BUDGET

Resolved that the budget as presented for \$63,665.00 was not accepted. See attached budget sheet for \$58,280.00 which the meeting approved.

The manager advised the meeting that in the event of the owners corporation becomes short of funds to meet their operating costs, a shortfall levy in the future may be required.

19. CONTRIBUTIONS

Resolved that the total Annual Contributions as per budget to be increased to \$58,280.00 and to be payable on a Quarterly basis commencing 1/01/2025, 1/04/2025, 1/07/2025, 1/10/2025 in accordance with unit liability.

20. MANAGEMENT

Resolved in accordance with the Owners Corporation Act 2006 a management form in the approved format was presented to the meeting and it was agreed to delegate the Owners Corporation authority to Catherine Scicluna to sign the contract appointing Ross-Hunt Real Estate for a period of 12 months.

21. NEXT MEETING

Resolved that the next Annual General Meeting is to be held online on Tuesday, 7 October 2025 commencing at 18:00.

Please note, this is a provisional date. Confirmation will be provided approximately 3 weeks prior to the date of the meeting.

"Closing comment: There being no further comments, the chairperson declared the meeting closed at 18:42 on 08-10-2024."

Part 4 - Meetings and Decisions of Owners Corporation

78. Can a general meeting proceed even without a quorum?

- (1) Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of sub-section (4).
- (4) Interim resolutions become resolutions of the owners corporation -
 - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
 - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after notice is given, only if confirmed at that meeting; or
 - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it was made but if notice of a special meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

- (5) An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.

IMPORTANT ADVICE TO OWNERS

(ADDENDUM TO MINUTES OF THE ANNUAL GENERAL MEETING)

1. After Hours Owners Corporation Emergency Assistance:

Assistance for after-hours emergencies can be reached on our main office number (03) 9830 4044. Owners are to accept responsibility for charge(s) if emergency is a unit owner responsibility and not that of the Owners Corporation.

Note: This number is for assistance in emergencies only.

2. Insurance:

All owners should take note that their **Owners Corporation insurance does not cover such items as carpets, window coverings and light fittings within their units. Public liability cover within the units is also excluded.**

Owners are requested to direct all enquiries regarding claims on the Owners Corporation Insurance policy to their Owners Corporation Manager. Note a Police Report must be obtained by a member of the Owners Corporation for all insurance claims due to burglary or malicious damage.

All residents are reminded that they should have adequate contents insurance and/or Landlords Fixtures and Fittings Insurance which should include Public Liability cover.

Members are also advised that should they require Residential Landlords Fixtures and Fittings insurance they can contact B.J.S. Body Corporate Insurance Brokers Pty Ltd on Toll Free Number 1800 003 077 for assistance.

Insurance Claims

Ross-Hunt Real Estate will lodge claims on your behalf. Ross-Hunt is unable to influence the outcome or performance of contractors appointed by the insurer.

3. Ownership or address changes:

Owners are advised that all changes of ownership, name or address must be given to Ross-Hunt Real Estate in writing, and the address must be a property address and not a post office box. Contact details can be updated by reply email or by using the online form at

<https://www.rosshuntownerscorporation.com.au/update-details>

or simply fill in the attached form and post back to us. Please remember to include the owners corporation property's address as a reference.

4. Safety:

The members of the Owners Corporation are requested to ensure that they advise the Manager Agent in writing immediately of any safety and or danger concerns of whatever nature in relation to the building or the common property.



Sales



Auctioneers



Buyers Advocacy



Rentals



Owners Corporation

**Approved Budget
to apply from 01/08/2024 -
31/07/2025**

Date : 09/10/2024
Time : 15:31
Username : Trent O'Reilly
Client Position : Strata Manager

**The Owners Corporation 540570T ABN: 22 756 881 285 Legend Hill, 140 Legend Hill Estate,
Epping Road, EPPING VIC 3076**

Administrative Fund

Approved Budget

Revenue		
143000	Levies Due--Admin	58,280.00
142500	Interest on Arrears--Admin	0.00
		Total revenue
		58,280.00
Less expenses		
150100	Admin--Administration Fee	2,490.00
154000	Admin--Management Fees	6,600.00
159100	Insurance--Premiums	39,500.00
165705	Maint Bldg--Essential Services & Fire Protection	720.00
167200	Maint Bldg--General Repairs	1,000.00
171120	Maint Bldg--Plumbing--Backflow Prevention Services	355.00
176410	Maint Grounds--Caretaking	12,000.00
190200	Utility--Electricity	2,000.00
		Total expenses
		64,665.00
Surplus/Deficit		(6385.00)
Opening balance		29,121.98
Closing balance		\$22736.98
Total units of entitlement		3,100.00
Levy contribution per unit entitlement		\$18.80
Budgeted standard levy revenue		58,280.00
Add GST		0.00
Amount to raise in levies including GST		\$58,280.00

Sinking Fund		Approved Budget
Revenue		
242500	Interest on Arrears--Capital Works	0.00
	Total revenue	0.00
Less expenses		
	Total expenses	0.00
Surplus/Deficit		0.00
Opening balance		0.00
Closing balance		\$0.00
Total units of entitlement		3,100.00
Levy contribution per unit entitlement		\$0.00
Budgeted standard levy revenue		0.00
Add GST		0.00
Amount to raise in levies including GST		\$0.00



Sales



Auctioneers



Buyers Advocacy



Rentals



Owners Corporation

**Statement of Financial Position
AS AT 31 July 2024**

Date : 26/08/2024
Time : 15:51
Username :
Client Position : -

**Strata Plan No. The Owners Corporation Legend Hill, 140 Legend Hill Estate, Epping Road,
540570T EPPING VIC 3076**

	Actual 01/08/2023 - 31/07/2024	Actual 01/08/2022 - 31/07/2023
<u>Owners Funds:</u>		
Administrative Fund		
Operating Surplus/Deficit--Admin	\$(12,415.47)	\$0.00
Owners Equity--Admin	\$41,537.45	\$0.00
	<u>\$29,121.98</u>	<u>\$0.00</u>
Sinking Fund		
Operating Surplus/Deficit--Capital Works	\$0.00	\$0.00
	<u>\$0.00</u>	<u>\$0.00</u>
Net Owners Funds	<u>\$29,121.98</u>	<u>\$0.00</u>
<u>Represented by:</u>		
<u>Assets</u>		
Administrative Fund		
Cash at Bank--Admin	\$21,170.81	\$0.00
Receivable--Levies--Admin	\$8,462.87	\$0.00
Interest Receivable--Levies--Admin	\$21.65	\$0.00
	<u>\$29,655.33</u>	<u>\$0.00</u>
Sinking Fund		
	<u>\$0.00</u>	<u>\$0.00</u>
Unallocated Money		
Cash at Bank--Unallocated	\$626.53	\$0.00
	<u>\$626.53</u>	<u>\$0.00</u>
Total Assets	<u>\$30,281.86</u>	<u>\$0.00</u>
<u>Less Liabilities</u>		
Administrative Fund		
Creditors--Other--Admin	\$533.35	\$0.00
	<u>\$533.35</u>	<u>\$0.00</u>
Sinking Fund		
	<u>\$0.00</u>	<u>\$0.00</u>
Unallocated Money		
Prepaid Levies--Unallocated	\$626.53	\$0.00
	<u>\$626.53</u>	<u>\$0.00</u>
Total Liabilities	<u>\$1,159.88</u>	<u>\$0.00</u>
<u>Net Assets</u>	<u>\$29,121.98</u>	<u>\$0.00</u>



Sales



Auctioneers



Buyers Advocacy



Rentals



Owners Corporation

Strata Plan No. The Owners Corporation 540570T
Legend Hill, 140 Legend Hill Estate, Epping Road, EPPING VIC 3076
Statement of Financial Performance
FOR THE PERIOD 01 August 2023 TO 31 July 2024

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/08/2023-31/07/2024	01/08/2023-31/07/2024	01/08/2022-31/07/2023
Administrative Fund			
INCOME			
143000 - Levies Due--Admin	\$50,220.00	\$52,080.00	\$0.00
142500 - Interest on Arrears--Admin	\$35.59	\$0.00	\$0.00
143650 - Levies Due--Opening Balance Arrears & Interest - Admin	\$23.68	\$0.00	\$0.00
153200 - Debt Recovery	\$0.00	\$0.00	\$0.00
TOTAL ADMINISTRATIVE FUND INCOME	\$50,279.27	\$52,080.00	\$0.00
EXPENDITURE - ADMINISTRATIVE FUND			
150100 - Admin--Administration Fee	\$2,490.00	\$2,490.00	\$0.00
154000 - Admin--Management Fees	\$6,600.00	\$6,600.00	\$0.00
159100 - Insurance--Premiums	\$37,700.00	\$29,000.00	\$0.00
159500 - Insurance--Valuation	\$1,432.75	\$1,435.00	\$0.00
165000 - Maint Bldg--Electrical	\$488.40	\$0.00	\$0.00
165705 - Maint Bldg--Essential Services & Fire Protection	\$685.50	\$720.00	\$0.00
167200 - Maint Bldg--General Repairs	\$0.00	\$1,000.00	\$0.00
171120 - Maint Bldg--Plumbing--Backflow Prevention Services	\$371.80	\$355.00	\$0.00
176410 - Maint Grounds--Caretaking	\$10,800.00	\$13,170.00	\$0.00
179900 - Maint Grounds--Tree Lopping/Removal	\$500.00	\$0.00	\$0.00
190200 - Utility--Electricity	\$1,626.29	\$2,700.00	\$0.00
TOTAL ADMIN EXPENDITURE	\$62,694.74	\$57,470.00	\$0.00
SURPLUS/DEFICIT	\$(12,415.47)	\$(5,390.00)	\$0.00
OPENING ADMIN BALANCE	\$41,537.45	\$41,537.45	\$0.00
ADMINISTRATIVE FUND BALANCE	\$29,121.98	\$36,147.45	\$0.00

Statement of Financial Performance

ACTUAL

BUDGET

ACTUAL LAST YEAR

01/08/2023-31/07/2024

01/08/2023-
31/07/2024

01/08/2022-
31/07/2023

Sinking Fund

INCOME

243000 - Levies Due--Capital Works	\$0.00	\$0.00	\$0.00
242500 - Interest on Arrears--Capital Works	\$0.00	\$0.00	\$0.00
TOTAL SINKING FUND INCOME	\$0.00	\$0.00	\$0.00

EXPENDITURE - SINKING FUND

TOTAL CAPITAL EXPENDITURE	\$0.00	\$0.00	\$0.00
SURPLUS/DEFICIT	\$0.00	\$0.00	\$0.00

OPENING CAPITAL BALANCE	\$0.00	\$0.00	\$0.00
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SINKING FUND BALANCE	\$0.00	\$0.00	\$0.00
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STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporation Regulations 2007

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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



Ross-Hunt

real estate

Model Rules for an Owners Corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Due diligence checklist

What you need to know before buying a residential property

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

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.