

VENDOR:
NATALIE ANN AQUILINA

PROPERTY:
76 SOVEREIGN MANORS CRESCENT, ROWVILLE VIC 3178

CONTRACT OF SALE



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Conveyancing
House & Property Transfer Specialists

Skilled Conveyancing Services Pty Ltd
Licensed Conveyancers – Licence No.001907L

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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

Contract of Sale of Real Estate

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

Property address: 76 Sovereign Manors Crescent, Rowville VIC 3178

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

.....

..... on..... / /2025

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

.....

Print name(s) of person(s) signing: Natalie Ann Aquilina

..... on..... / /2025

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

PARTICULARS OF SALE

Vendor/s estate agent:

Obrien Real Estate
of 33 Smith Street, Warragul VIC 3820
Email: geraint.gardner@obrienrealestate.com.au
Tel: 0400 445 886

Mob: 0450 923 437

Ref: Geraint Gardner

Vendor/s Details:

Natalie Ann Aquilina
of 8 Mariemont Avenue, Beaumaris VIC 3193

Vendor/s Licensed Conveyancer:

Skilled Conveyancing Services Pty Ltd
Email: grace@skilledconveyancing.com.au
Tel: 03 9729 3512

Ref: 2025-02/1727

Purchaser

of
Email:

Purchaser’s legal practitioner or conveyancer

of
Email:
Tel: Fax: Ref:

Land: (General Conditions 3 and 9)
The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10621	Folio	446	76	PS438603B

The land includes all improvements and fixtures.

Property address:

The address of the land is: 76 Sovereign Manors Crescent, Rowville VIC 3178

Goods sold with the land: (General Condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature as inspected INCLUDING: Dishwasher, TV Antenna, Remote for Garage, Split System Air Conditioner & Associated Remote, Clothes Line & Electric Fireplace.

Payment: (General Condition 11)

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

GST: (General Condition 13)

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

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

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

GST WITHHOLDING NOTICE

The Purchaser/s will NOT be required to make a payment pursuant to Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cth) in relation to the supply of this property.

Settlement: (General Condition 10)

is due on

Lease: (General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words ‘**subject to lease**’ appear in this box in which case refer to General C1.1.

If ‘**subject to lease**’ then particulars of the lease are:

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

☐ A residential tenancy for a fixed term ending on:

OR

☐ A periodic tenancy determinable by notice

Terms contract: (General Condition 23)

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

Loan: (General Condition 14)

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

Lender:

Loan amount:

Approval date:

Building Report (General Condition 29)

☐ General condition 29 applies only if the box is checked

Pest Report (General Condition 30)

☐ General condition 30 applies only if the box is checked

Swimming Pool or Spa (Special Condition 27)

Swimming Pool or Spa: ☐ YES ☒ NO

If ‘Yes’ Swimming Pool or Spa Registered ☐ YES ☐ NO

Current Certificate of Pool and Spa Barrier Compliance ☐ YES ☐ NO

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

SPECIAL CONDITIONS

SPECIAL CONDITIONS

1. Whole Agreement

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

2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. Planning

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

4. Director's Guarantee and Warranty

In the event that the Purchaser herein is, or includes a Corporation, (as those words are defined in the Corporations Act 2001 (Cth)), the person who executes this Contract for and on behalf of the Purchaser warrants that they have authority to enter into this Contract on behalf of the Company or incorporated association and shall execute the Guarantee herein within 21 days of the date of the Contract.

5. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

6. Foreign resident capital gains withholding

- 6.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this Special Condition unless the context requires otherwise.
- 6.2 Every Vendor under this Contract is a foreign resident for the purposes of this Special 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.
- 6.3 This Special Condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with Section 14-200(3) or Section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the Vendors is a foreign resident, the property has or will have a value of \$750,000.00 or more just after the transaction, and the transaction is excluded under Section 14-215(1)(a) of Schedule 1 to the *Taxation Act 1953 (Cth)*.

- 6.4 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.
- 6.5 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 Special Condition; and
 - (b) ensure that the representative does so.
- 6.6 The terms of the representative's engagement are taken to include instructions to regard to the Vendor's interests and instructions that the representative must: 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 monies under the control or direction of the representative in accordance with this Special Condition if the sale of the property settles;
- (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 Special Condition if the sale of the property settles;
 - (b) promptly provide the Vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this Special Condition despite:
 - (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
 - (e) any other provision in this contract to the contrary.
- 6.7 The representative is taken to have complied with the obligations in Special Condition 6.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6.8 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.
- 6.9 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 of *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.
- 6.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

7. Electronic Conveyancing

- 7.1 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*.
- 7.2 This Special Condition has priority over any other provision to the extent of any inconsistency. This Special Condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

- 7.3 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. 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;
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 7.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 7.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 7.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 7.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with Special Condition 7.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 7.8 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.
- 7.9 The Vendor must:
- (a) before settlement deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the Contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the Contract, and
 - (d) direct the Vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

8. GST Withholding

- 8.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 8.2 This special condition applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 8.3 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 8.4 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 8.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
 - (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 8.6. However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.
- 8.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 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.
- 8.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) The penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 8.12 This special condition will not merge on settlement.

9. Acceptance of Title

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.

10. Condition of property

- 10.1 General Condition 24.4, 24.5, 24.6 do not apply.
- 10.2 The property and the chattels are sold in their present condition and subject to any defects.
- 10.3 No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects the validity of this Contract.

11. Purchaser buying in unequal shares

- 11.1 If there is more than one Purchaser it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- 11.2 If the proportions recorded in the Transfer of Land differ from those recorded in the Contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 11.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the Contract.
- 11.4 This Special Condition will not merge on completion.

12. Foreign Investment Review Board

- 12.1 In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract, the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisitions and Takeovers Act 1975.
- 12.2 The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this Contract including any consequential loss.

13. Purchaser Resident of Australia

The purchaser warrants that he is entitled to be a resident of Australia and agrees to indemnify the vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.

14. Default

General Condition 26 is deleted and replaced by the following:

- 26.1 If the purchaser defaults in payment of any money due under this contract, the purchaser must pay the vendor interest at a rate 15% per annum in lieu of the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 on the money overdue during the period of default without any demand and without prejudice to any other rights of the vendor under this contract or at law.
- 26.2 All legal costs and all expenses incurred by the Vendor resulting from the purchaser's breach of this Contract which includes the additional legal fees of the Vendors Conveyancer, and legal costs of Notice of Default, which amounts are to be paid at settlement.
- 26.3 Rebooking fee and settlement fee payable to the Vendor's representative in the sum of \$150.00 plus GST and any such fees levied by the Vendor's Mortgage and third parties.

15. Foreseeable Loss:

The Purchaser acknowledges that the following items constitute "a reasonably foreseeable loss":

- 15.1 All costs associated with bridging finance to complete the vendor's purchase of another property.
- 15.2 Expenses payable by the vendor under any existing loans secured over the property or other property of the vendor.
- 15.3 Accommodation expenses incurred by the vendor.
- 15.4 The vendors legal costs and expenses as between conveyancer and client incurred due to the breach, including the cost of issuing any default in the sum of \$600.00 plus GST.
- 15.5 Any commission or other expenses claimed by the Vendors Agents or other representing relating to the sale of the Property.
- 15.6 Penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property; and
- 15.7 All settlement fees incurred by the vendor in cancellation of settlement of this contract and any other transaction.

16. Building Permits

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alterations or additions thereto comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold or to obtain any Permit or Final Inspection.

17. 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 no residence. The Due Diligence Checklist is NOT required to be provided with, or attached to, the Vendors Statement but the checklist is attached as a matter of convenience.

18. Rate Certificates

The Purchasers agree to provide to the Vendor's representative copies of all certificates and searches obtained by the Purchaser to calculate adjustments. The Vendor will not be obliged to provide cheque details until such time as the copies have been received.

19. Non merger

Any terms of this Contract that remain to be performed or is capable of having effect after the Settlement Date will not merge on transfer of the property but will continue to have full force and effect.

20. Payment

General Condition 11 is replaced with the following:

11. PAYMENT

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision

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

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

11.4 Payments may be made or tendered:

- (a) up to \$1,000 in cash; 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.

11.5 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

11.6 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

11.7 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

11.8 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.

11.9 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.

- (a) the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

21. Service

General Condition 17 is replaced with the following:

17. SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act* 1962 or a notice under general condition 17.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in a manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

22. Notices

General Condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.
- 21.2 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.
- 21.3 The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

23. Deposit bond

23.1 In this Special Condition:

- (a) “deposit bond” means an irrevocable undertaking by an insurer in a form satisfactory to the Vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
- (b) “issuer” means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand.

23.2 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.

23.3 The Purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

23.4 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 30 days before the deposit bond expires;
- (c) the date on which this contract ends in accordance with General Condition 28.2 following breach by the Purchaser; and
- (d) the date on which the Vendor ends this Contract by accepting repudiation of it by the Purchaser.

23.5 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 Special Condition 24.4 to the extent of the payment.

23.6 Nothing in this Special Condition limits the rights of the Vendor if the Purchaser defaults under this Contract or repudiates this Contract, except as provided in Special Condition 24.5.

23.7 This Special Condition is subject to General Condition 11.2.

24. Bank guarantee

24.1 In this Special 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 under this Contract agreed in writing, and
- (b) “bank” means an authorised deposit-taking institution under the Banking Act 1959 (*Cth*).

24.2 The Purchaser may deliver a bank guarantee to the Vendor’s legal practitioner or conveyancer.

24.3 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 30 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with General Condition 28.2 following breach by the Purchaser; and
- (d) the date on which the Vendor ends this contract by accepting repudiation of it by the Purchaser.

24.4 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 Special Condition 25.3.

24.5 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 Special Condition 25.3 to the extent of the payment.

24.6 Nothing in this Special Condition limits the rights of the Vendor if the Purchaser defaults under this Contract or repudiates this Contract, except as provided in Special Condition 25.5.

24.7 This Special Condition is subject to General Condition 11.2.

25. Warranties / Representations

The Purchaser acknowledges that no warranties or representations have been made by the Vendor to the Purchaser as to the following issues and that it has had the opportunity to undertake a full due diligence investigation in relation to the property and land including but not limited to each and any one or more of the following:

- a. the title to the land including all encumbrances;
- b. the accuracy of the extent and identity of the land, its boundaries, extensions and encroachments;
- c. that the land includes improvements, chattels, fixtures or fittings on the land;
- d. ownership of any improvements, chattels, fixtures or fittings on the land;
- e. the occupation of any part of the land by any person including leases, licences and other rights of occupancy including periodic site occupancies in relation to the land or any part;
- f. the value, condition and/or state of repair of the land;
- g. the present and future economic feasibility, viability and economic return from the land;
- h. the suitability of the land for any particular use or purpose;
- i. the zoning of the land;
- j. the availability of any utilities to the land;
- k. compliance with any environmental laws;
- l. the existence of any claim under any or all Acts and Regulations (whether Commonwealth or State with respect to the land;
- m. any other matter relating to the land a prudent purchaser would investigate prior to committing to purchase of the land;
- n. this Contract is the sole repository of the agreement between the parties;
- o. there are no terms, conditions representations or warranties relating to the sale of the land and property including any information or materials provided to the purchaser by the vendor which have been relied upon by the purchaser in entering into this Contract except those included in this Contract;
- p. it shall not be entitled to make any claim against the vendor in respect of any alleged shortfall in income, deficiency in documentation or any other claim which may be made either by the purchaser after the day of sale against the vendor in relation to any occupation of the land arising whether or not disclosed by the vendor to the purchaser;
- q. it enters into this Contract in reliance solely on its own opinion, estimation, examination, inspection, inquiry, valuation and perusal and not on any materials given or made available to it or statement, warranty, condition or representation whatsoever made or alleged to be made to the purchaser or any person acting on the purchasers behalf by the vendor or any person acting on the vendors behalf and consequently is not entitled to make any requisition or claim any compensation in respect of the issues identified in this Special Condition;
- r. it accepts the land and property in its present condition and state of repair and otherwise on an "as is where is" basis;
- s. is cannot terminate this Contract, delay settlement, deduct or retain any amount from the price or delay the payment of the price or make any objection or claim any compensation by reason of any matter referred to in this Special Condition.

26. Pre-Settlement Inspection

General Condition 22 is replaced with the following:

The Purchaser may inspect the condition of the Property once only before the Settlement Date. The Vendor retains the right to:

- a. Set the time and date of the Purchaser's inspection appointment;
- b. Limit the duration of an inspection appointment; and
- c. Limit the number of people attending an inspection appointment.

27. Swimming Pool Or Spa Warranty

The Seller warrants, unless otherwise disclosed in this Contract, that at the time of Settlement where there is a current Certificate of Pool and Spa Barrier Compliance, no alternations or additions have been made to the Swimming Pool or Spa or surrounds prior to Settlement which would affect the Certificate of Pool and Spa Barrier Compliance.

28. Acceptance to Change of Settlement Date in Electronic Settlement Workspace

The Purchaser acknowledges that the acceptance by the Vendor's representative of a change to a later settlement date than that settlement date set out in the Particulars of Sale pages of this Contract and proposed by the Purchaser's representative or the Purchaser's incoming mortgagee in the electronic settlement workspace is an administrative action only and does not constitute any agreement by the Vendor to extend the due date of settlement without penalty. Vendor reserves all rights to any penalty interest and default costs payable pursuant to this Contract where settlement does not take place on the due date.

29. Variation of Contract

- 29.1 If any party to this Contract of Sale requests a change to be made to the Contract of Sale, between the day of sale and the settlement date, the parties agree to sign a Deed of Variation to effect the requested changes.
- 29.2 The Variations that require a Deed of Variation to be entered into between the parties include, but not limited to, changes to the settlement date, the altering of contract terms and conditions or any other change to which Section 126 of the Instruments Act 1958 may apply.
- 29.3 The Deed of Variation will be prepared by the vendors conveyancer (unless agreed otherwise) and the costs to prepare the Deed of Variation shall be borne by the party requesting the change and such costs will be in the amount of \$220.00 (inclusive of GST).

30. Adjustments

- 30.1 The Statement of Adjustments ("adjustments") must be provided to the vendors representative on or before 3 clear business days prior to settlement.

31. Costs Payable by the Purchaser where settlement Delayed or purchaser in default

- 31.1 The Purchaser acknowledges that if settlement is delayed and rolls over from the due date for settlement to a later date as a result of the Purchaser, the Purchaser's representative or the Purchaser's lender failing to accept the settlement date in the electronic settlement workspace or failing to ensure that the electronic settlement workspace is in a state of readiness for settlement on the due date then the Vendor will incur additional legal fees in the amount of \$220.00 in relation to additional attendances by the Vendor's representative including but not limited to settlement rebooking, re-execution of documents, amendments (where required) of the settlement date in the Duties Online form, re-execution (where required) of the Duties online form, correspondence with the Vendor's mortgagee (if any) and that these costs will be payable by the Purchaser on settlement in addition to any other penalties and costs payable to the Vendor pursuant to this Contract. The Vendor is not required to effect settlement, and the Purchaser shall be deemed to be in default of the Contract if the Purchaser refuses to make payment of these costs on settlement.
- 31.2 The Purchaser further acknowledges that if settlement is delayed pursuant to the Special Condition, the vendor's lender may be required up to three business days' notice to rebook settlement, execute the discharge of mortgage and provide a further payout figure. The Purchaser will be liable to pay penalty interest pursuant to this Contract plus rebooking costs pursuant to this Special Condition from the due date for settlement notwithstanding that the Purchaser is in a position to effect settlement prior to the Vendor's lender providing an updated payout figure and executing the discharge of mortgage.
- 31.3 For the purposes of General Condition 272.(b)(ii) the Purchaser acknowledges that "reasonable costs" payable to the Vendor for preparation of and service of each notice of default are \$660.00 inclusive of GST.

32. Existing Services and Utilities

The Purchaser acknowledges that the land is sold and the Purchaser shall take title thereto subject to all existing water, sewerage, gas, electricity, telephone or other installations, services and utilities (if any).

The purchaser shall not make any requisition, objection or claim for compensation in respect to any of the following:

- a. The nature, location of any such installations, services and utilities;
- b. If any such service is a joint service with any other land or building;
- c. If any such service for any other property or building or any parts or connections therefore pass through the land;
- d. If any sewer or water main or connection passes through in or over the land.
- e. If there is a manhole or vent on the land; or
- f. If because of or arising out of such installations, services and utilities the land may be subject to or have the benefit of any rights or easements in respect of any such installations service or utility.

33. Finance and Extension requests

- 33.1 If finance is not approved by the due date noted in this Contract of Sale and an extension is requested, any such extensions will be made on the basis that the 2-day grace period as provided under the General Condition 14.2(c) of this Contract of Sale will no longer apply to any extensions granted.

33.2 If finance is declined, the purchaser must provide to the Vendors Representative a letter from the bank and/or financial institution evidencing compliance of General Condition 14 of this Contract of Sale. Should the purchaser fail to provide such letter within 7 days of notifying the Vendor and/or the Vendors Representative that finance has been declined, then the Purchaser will be in breach of this Contract of Sale.

34. Security Interest

Notwithstanding general condition 7 the vendor is not obligated to ensure that the purchaser received a release, statement, approval or correction in respect of personal property that –

- (a) The purchaser intends to use predominantly for personal, domestic or household purposes; and
- (b) Has a market value of not more than \$5,000.00 or, if a greater amount has been prescribed for the purpose of section 47(1) of the Personal Property and Securities Act 2009 (Cth), not more than that prescribed amount; or
- (c) Is sold in the ordinary course of the vendor's business of selling personal property of that kind;

Unless:

- (a) The personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register; or
- (b) The vendor has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

35. COVID-19 Event

35.1 The Vendor and Purchaser acknowledge and agree that in the event prior to the Settlement Date either party (including that party's company directors or secretary where the context permits):

- a. contracts or suffers the Covid-19 Virus;
- b. is placed in Quarantine or directed to Quarantine by a Relevant Authority;
- c. is placed in Self-Isolation or directed to Self-Isolate by a Relevant Authority;
- d. needs to care for an immediate member of their household or family who is directly affected by special conditions (a) to (c) above; or
- e. (in the case of the Vendor) needs to remain on the Land for any reason related to special conditions (a) to (c) above;

(collectively and each being a "**Covid-19 Event**") and such Covid-19 Event impacts the Vendor's or the Purchaser's ability to settle under this Contract by the Settlement Date, then such party may, subject to compliance with the terms of this special condition, extend the Settlement Date by a reasonable period equal to the delay caused (or expected to be caused) by the Covid-19 Event, but being not more than fourteen (14) ordinary days, upon giving written notice to the other party.

35.2 The rights of the Vendor and Purchaser to extend the Settlement Date in accordance with this special condition are subject to the following conditions:

- a. the affected party must notify the other party by notice in writing as soon as reasonably practicable upon becoming aware of the Covid-19 Event, and in any event before the Settlement Date;
- b. the affected party must provide reasonable evidence of the Covid-19 Event to the other side; and
- c. (in the case of the Vendor) if the Vendor is seeking to rely on this special condition and has had or permitted any person to be Quarantined or Self-Isolated on the Land at any time within a period of fourteen (14) days prior to the Settlement Date, then the Vendor must either:

- (i) cause for the Improvements and Included Goods on the Land to be Disinfected by a cleaning contractor approved by the Purchaser (acting reasonably); or
- (ii) (at either party's election) pay to the Purchaser or provide an adjustment in favour of the Purchaser at settlement an amount equal to \$500.

35.3 Defined Terms

In these Special Conditions:

- a. **"Covid-19 Virus"** means the strain of virus more fully described as coronavirus disease 2019 as declared by the World Health Organisation.
- b. **"Disinfected"** means:
 - (i) steam cleaning all carpets and mopping of all hard-surface floors using a disinfectant cleaning agent capable of killing the Covid-19 Virus; and
 - (ii) cleaning air conditioning filters and using disinfectant products to clean all hard surfaces including without limitation all door handles, light switches, remote controls, windows and appliances using a disinfectant cleaning agent capable of killing the Covid-19 Virus.
- c. **"Quarantine"** means the isolation of an individual from other members of the public due to or related to the restriction on the movement of people in order to stop or prevent the spread of Covid-19 Virus.
- d. **"Relevant Authority"** includes the Australian Government (including any health department of the same), the Victorian Government (including any health department of the same), the Local Government Association of Victoria (including any individual local government council) and the World Health Organisation.
- e. **"Self-Isolate"** or **"Self-Isolation"** means the isolation of an individual from other members of the public due to:
 - (i) having a confirmed case of Covid-19 Virus;
 - (ii) being in close contact with a person with a confirmed case of Covid-19 Virus; or
 - (iii) arriving in Australia after midnight on 15 March 2020.

36. Easements

The Purchaser acknowledges and accepts that parts of building or structures may have been built over or within the vicinity of a registered/unregistered easement. The Purchaser hereby accepts the property in its current condition and subject to any breaches of any easement conditions or regulations and will not call upon the Vendor to obtain any consents or approvals from any Authority whatsoever nor delay settlement or claim any form of compensation as a result of any breach of easement or building conditions or any issues arising therefrom.

37. Areas of Aboriginal Cultural Heritage Sensitivity

The purchaser acknowledges that if the property is within, or is affected by, one or more areas of cultural heritage sensitivity as described in the *Aboriginal Heritage Regulations 2018* then the purchaser buys the property subject to any restrictions contained in the *Aboriginal Heritage Regulations 2018*.

38. Swimming Pool/Spa

- 38.1 In the event that the property includes a swimming pool/spa, the Purchaser/s hereby acknowledges, by signing this Contract, that the swimming pool/spa located on the property may not have fencing or safety measures that comply with the requirements of current Building Regulations, be registered or received Compliance.
- 38.2 In the event the swimming pool/spa is either not registered or non-compliant, it is the Purchaser/s responsibility from the day of sale to bring the swimming pool/spa in compliance with the current Building Regulations.
- 38.3 The purchaser/s further acknowledges and agrees that he/she has made his/her own enquiries in relation to compliance with the current Building Regulations, including the registration, inspections or compliance.
- 38.4 The purchaser agrees that he/she/they will not:-
- a. require the Vendor to comply with any Notice issued by any Authority on or after the day of sale directly or indirectly relating to the swimming pool/spa;
 - b. delay settlement for any reason directly or indirectly related to the swimming pool/spa;
 - c. seek any compensation from the Vendor for any non-compliance with current building regulations related to the swimming pool/spa, or
 - d. terminate this Contract for any reason directly or indirectly related to, or associated with, the swimming pool/spa not complying with the current Building Regulations

39. Christmas Closure

The purchaser/s hereby acknowledge that for the period commencing 20 December 2024 and ending 6 January 2025, the Vendor's Representative's office will be closed and are being made aware that the Vendor's Representative will be monitoring emails and attending to urgent matters only.

The purchaser/s agree that should they request/require action by the Vendor's Representative during this time, they will incur fees at \$85.00 per 15 minutes which will be reimbursed to the Vendor's Representative in the Statement of Adjustments.

40. Condition of Walls

If on or before the day of sale, the Vendor has affixed, applied or installed implements on the walls of the building or the property for the purpose of displaying pictures or other decorative items, the Vendor(s) will not be required or obliged to remove such implements or to restore or reinstate the walls. The Purchaser(s) hereby agree & acknowledge that they purchase the property subject to the condition of the walls as at the day of sale.

41. Australian Consumer Law

The Vendor(s) and the Purchaser(s) hereby agree that this Contract is not a standard form Contract within the meaning of the Australian Consumer Law.

The Purchaser(s) acknowledge and agree that before signing this Contract, the Purchaser has:-

- 41.1.** Obtained or has been given the opportunity to obtain independent advice considered relevant to the Purchaser(s); and
- 41.2.** Negotiated or has had the opportunity to negotiate the terms of the Contract; and
- 41.3.** The rights given to the Vendor(s) under this Contract are reasonably necessary to protect the legitimate interests of the Vendor(s).

GENERAL CONDITIONS

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
 - (a) that -
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyance; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land is sold 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 conveyance on trust for the purchaser until registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyance.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force).
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests than any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts 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.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (c) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

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

17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

The 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. 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. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 23.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 23.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 23.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

29. BUILDING REPORT

- 29.1 This general condition only applies if the applicable box in the particulars of sale is checked
- 29.2 The purchaser may end this contract within 7 days from the day of sale of 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.
- 29.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 29.4 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.
- 29.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

30. PEST REPORT

- 30.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 30.2 The purchaser may end this contract within 7 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.
- 30.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 30.4 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.
- 30.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

GUARANTEE AND INDEMNITY

I/We, of

and of

being the **Sole Director / Directors** of ACN

(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
(Print Name).....)
in the presence of:) *Director Signature*
)

.....
Witness

SIGNED SEALED AND DELIVERED by the said)
(Print Name).....)
in the presence of:) *Director Signature*
)

.....
Witness

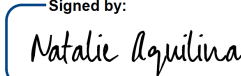
Vendor Statement

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

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

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

Land	76 SOVEREIGN MANORS CRESCENT, ROWVILLE VIC 3178
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Vendor's name	Natalie Ann Aquilina	Date	/ /
Vendor's signature		13/3/2025	
	<div>Signed by:  0E275BE5A90347F...</div>		

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

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$7,700.00

Authority	Amount (Estimate only)
(1) Knox City Council - Annually	\$1,958.55
(2) South East Water - \$172.94 Quarterly or \$691.76 Annually	\$691.76
(3) State Revenue Office, Land Tax - Annually	\$500.00
(4) Owners Corporation fees - Operating Levy - \$805.96 Quarterly OR \$3,223.84 Annually	\$3,223.84
(5) Owners Corporation fees – Maintenance Fund Plan - \$82.24 Quarterly OR \$328.96 Annually	\$328.96

Any further amounts for which the purchaser(s) may become liable as a consequence of the purchase are as set out below:

- Owners Corporation fees, including fees for any Owners Corporation which was not operative at the Day of Sale but which may become operative after the Day of Sale, and/or any Special Levies struck after the Day of Sale (if applicable);
- Annual increase in all rates and outgoings if the Day of Sale falls into the next rating period after this Vendor's Statement was prepared;
- Any supplementary rates notice issued after the Day of Sale.

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

Unless contained in the attached certificate or statement, none to the Vendor's knowledge. The Vendor has no means of knowing all decisions of the Government and other Authorities unless such decisions have been communicated to the Vendor

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	<input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

The Vendor has no means of knowing all decisions of the Government and other Authorities unless such decisions have been communicated to the Vendor.

Many municipalities have identified areas designated as subject to "termite infestation" pursuant to Regulation 803 of the Building Regulation 2006.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

8. SERVICES

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

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

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. MATERIAL FACTS

In accordance with Section 12(d) of the Sale of Land Act 1972 the vendor discloses the following material facts:

- The Vendor discloses that there is no building permit for the timber deck and/or verandah located on the property and makes no representations or warranties as to the compliance of the timber deck and/or verandah with applicable building regulations, codes, or council requirements. The Vendor will not be obtaining, nor providing, a building permit or any form of retrospective approval for the timber deck and/or verandah.

13. DUE DILIGENCE CHECKLIST

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

Is attached

14. ATTACHMENTS

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

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

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

- Due Diligence Checklist
- Register Search Statement Volume 10621 Folio 446 dated 07/02/2025
- Plan of Subdivision PS438603B dated 07/02/2025
- Owners Corporation Basic Report dated 07/02/2025
- Owners Corporation Certificate dated 04/03/2025
- Knox Council Building Approval Certificate dated 21/02/2025
- Knox Council Land Information Certificate dated 07/02/2025
- South East Water Encumbrance Certificate dated 07/02/2025
- State Revenue Office Land Tax Certificate dated 07/02/2025
- Planning Certificate dated 07/02/2025
- Detailed Property Report dated 13/03/2025
- Owner Builder Report dated 13/03/2025
- Vic Roads Certificate dated 07/02/2025
- EPA Certificate dated 07/02/2025

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 1 of 1

VOLUME 10621 FOLIO 446

Security no : 124121839145A
Produced 07/02/2025 01:06 PM

LAND DESCRIPTION

Lot 76 on Plan of Subdivision 438603B.
PARENT TITLE Volume 10520 Folio 988
Created by instrument PS438603B 13/12/2001

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NATALIE ANN AQUILINA of 76 SOVEREIGN MANORS CRESCENT ROWVILLE VIC 3178
AS828999T 18/12/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU240073L 15/04/2021
COMMONWEALTH BANK OF AUSTRALIA

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.

DIAGRAM LOCATION

SEE PS438603B 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: 76 SOVEREIGN MANORS CRESCENT ROWVILLE VIC 3178

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 15/04/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS438603B

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS438603B
Number of Pages (excluding this cover sheet)	17
Document Assembled	07/02/2025 13:06

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


PLAN OF SUBDIVISION		STAGE No.	LTO USE ONLY EDITION 11	PLAN NUMBER PS 438603B
----------------------------	--	-----------	-----------------------------------	---------------------------

LOCATION OF LAND PARISH: NARREE WORRAN TOWNSHIP: ----- SECTION: 14 (PART) CROWN ALLOTMENT: ----- CROWN PORTION: ----- LTO BASE RECORD: DCMB TITLE REFERENCES: VOL:10520 FOL:988 LAST PLAN REFERENCE: LOT A PS:434743F POSTAL ADDRESS: KAROO ROAD, (AT TIME OF SUBDIVISION) ROWVILLE, 3178 AMG CO-ORDINATES: E 347 910 (OF APPROX. CENTRE OF PLAN) N 5 802 840 ZONE: 55	COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME : KNOX CITY COUNCIL REF : 60/14/23 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 21/8/01 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. OPEN SPACE (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE 3 COUNCIL DELEGATE COUNCIL SEAL DATE / / RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE 30/11/01
---	---

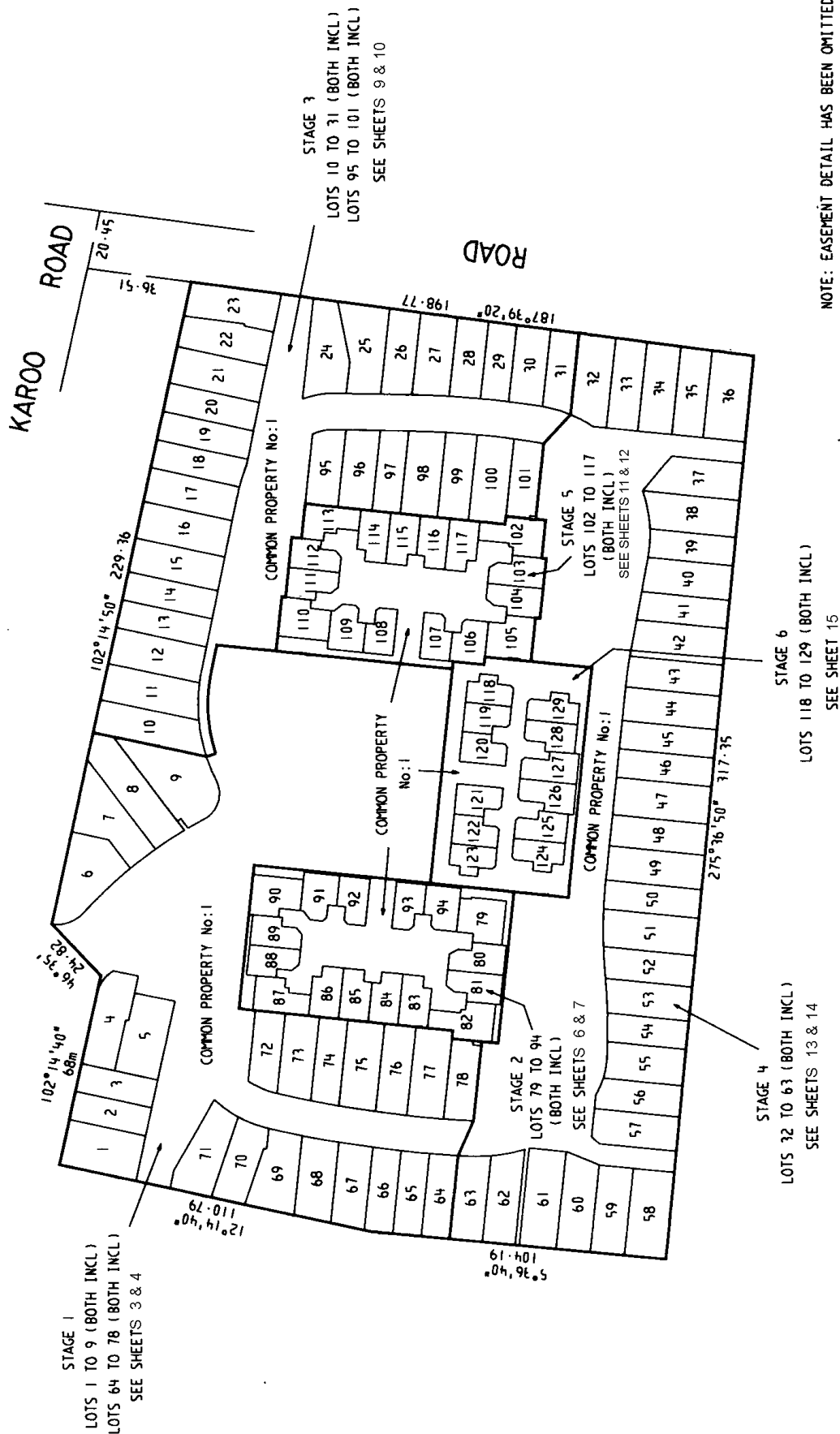
VESTING OF ROADS OR RESERVES	
IDENTIFIER	COUNCIL/BODY/PERSON
RESERVE No 1 ROAD R1	TXU ELECTRICITY LIMITED KNOX CITY COUNCIL

NOTATIONS	
DEPTH LIMITATION DOES NOT APPLY	STAGING THIS IS A STAGED SUBDIVISION PLANNING PERMIT No.
THE COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS	ESTATE SOVEREIGN MANORS STAGE AREA 2.498HA NO OF LOTS 24 MELWAY REF: 73 G9 SURVEY THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). IN PROCLAIMED SURVEY AREA No.

EASEMENT INFORMATION					LTO USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> DATE 6/12/01 THIS IS A LAND REGISTRY COMPILED PLAN. CHECKED: 25/07/02 GREG NEWMAN Assistant Registrar of Titles SHEET 1 OF 16 SHEETS
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LAND AND LOTS IN THIS PLAN					
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF	
E-1 & E-4	POWERLINE	SEE PLAN	THIS PLAN SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	TXU ELECTRICITY LIMITED	
E-2 & E-4	WATER SUPPLY	SEE PLAN	THIS PLAN	SOUTH EAST WATER LIMITED	
E-3	POWERLINE	SEE PLAN	THIS PLAN SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	TXU ELECTRICITY LIMITED	
E-3	WATER SUPPLY	SEE PLAN	THIS PLAN	SOUTH EAST WATER LIMITED	

 breese pitt dixon pty ltd 1 alfred street, hawthorn, vic 3122 ph:9818 0301 fax:9819 5597	LICENSED SURVEYOR GEOFF W HUMPHREY SIGNATURE DATE 7/11/01 REF: 5888/ST1 VERSION 8 DATE 30/11/01 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
CHECKED NC	DATE 7/11/01	

PLAN OF SUBDIVISION		STAGE No.	PLAN NUMBER
			PS 438603B

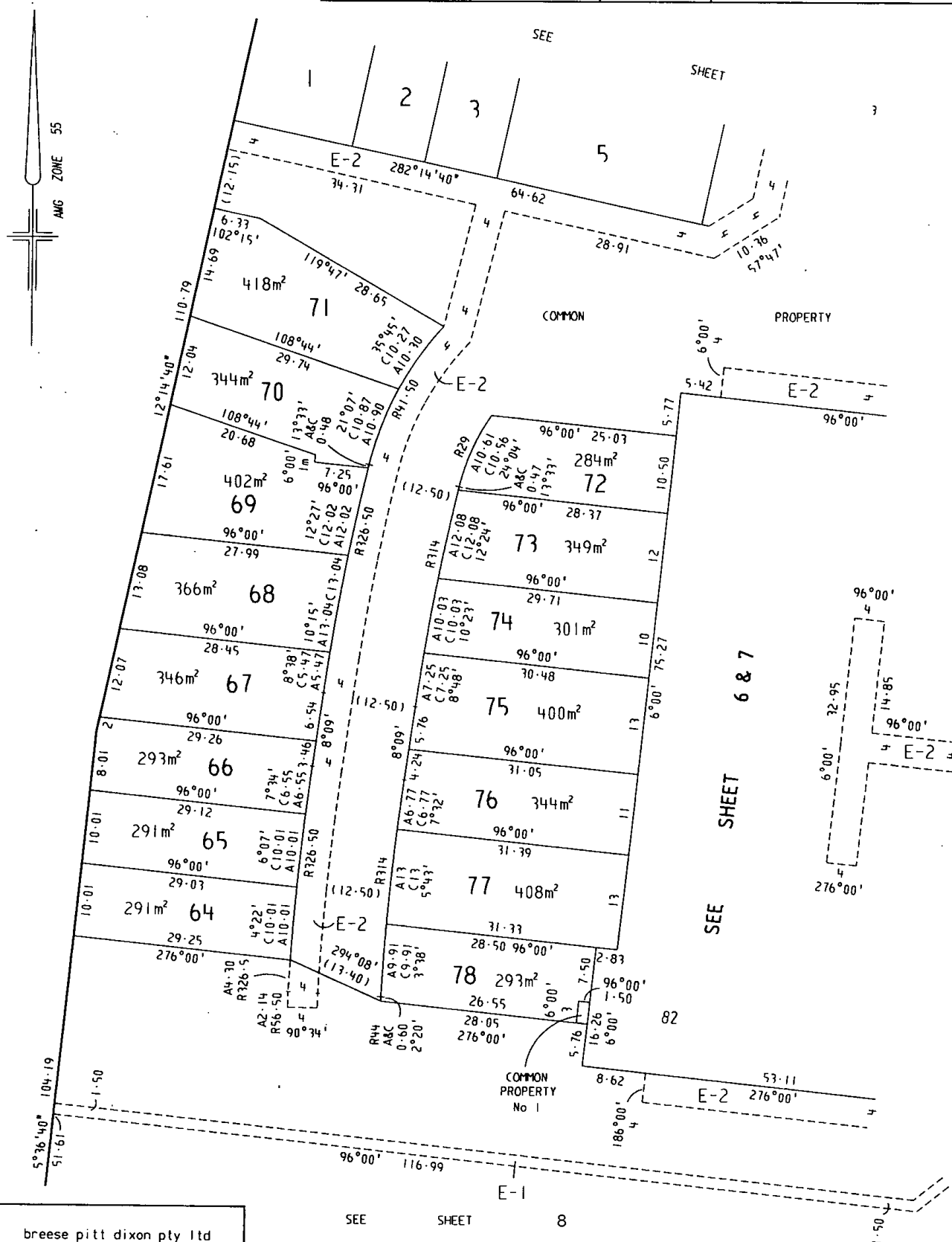


breese pitt dixon pty ltd 1 alfred street, hawthorn, vic 3122 ph: 9818 0301 - fax: 9819 5597		SCALE 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm LENGTHS ARE IN METRES		ORIGINAL SCALE 1:1500 SHEET A3 SIZE		LICENSED SURVEYOR GEOFF W HUMPHREY SIGNATURE REF: 5888/KEY		DATE / / VERSION		SHEET 2 OF 16 SHEETS	
COUNCIL DELEGATE SIGNATURE											

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150mm
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PLAN NUMBER

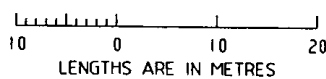
PS 438603B



breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph: 9818 0701 fax: 9819 5597

ORIGINAL	
SHEET SIZE	SCALE
A3	1:500

SCALE



LICENSED SURVEYOR

GEOFF W HUMPHREY

SIGNATURE

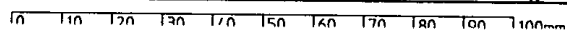
DATE 7/11/01

REF: 5888/ST 1

VERSION 8

SHEET 4 OF 16 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 438603B

SEE SHEET 9

SEE SHEET 3

9

COMMON PROPERTY No:1

RESERVE No 1
(FOR ELECTRICAL
SUB-STATION PURPOSES)

SEE SHEET 11

COMMON PROPERTY No:1

SEE SHEET 16



breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph: 9818 0301 fax: 9819 5597

SHEET 5 OF 16 SHEETS

ORIGINAL

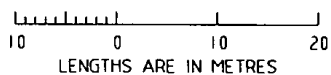
SCALE

LICENSED SURVEYOR

GEOFF W HUMPHREY

SHEET
SIZE
A3

SCALE
1:500



SIGNATURE

DATE 7/11/01

REF: 5888/ST1

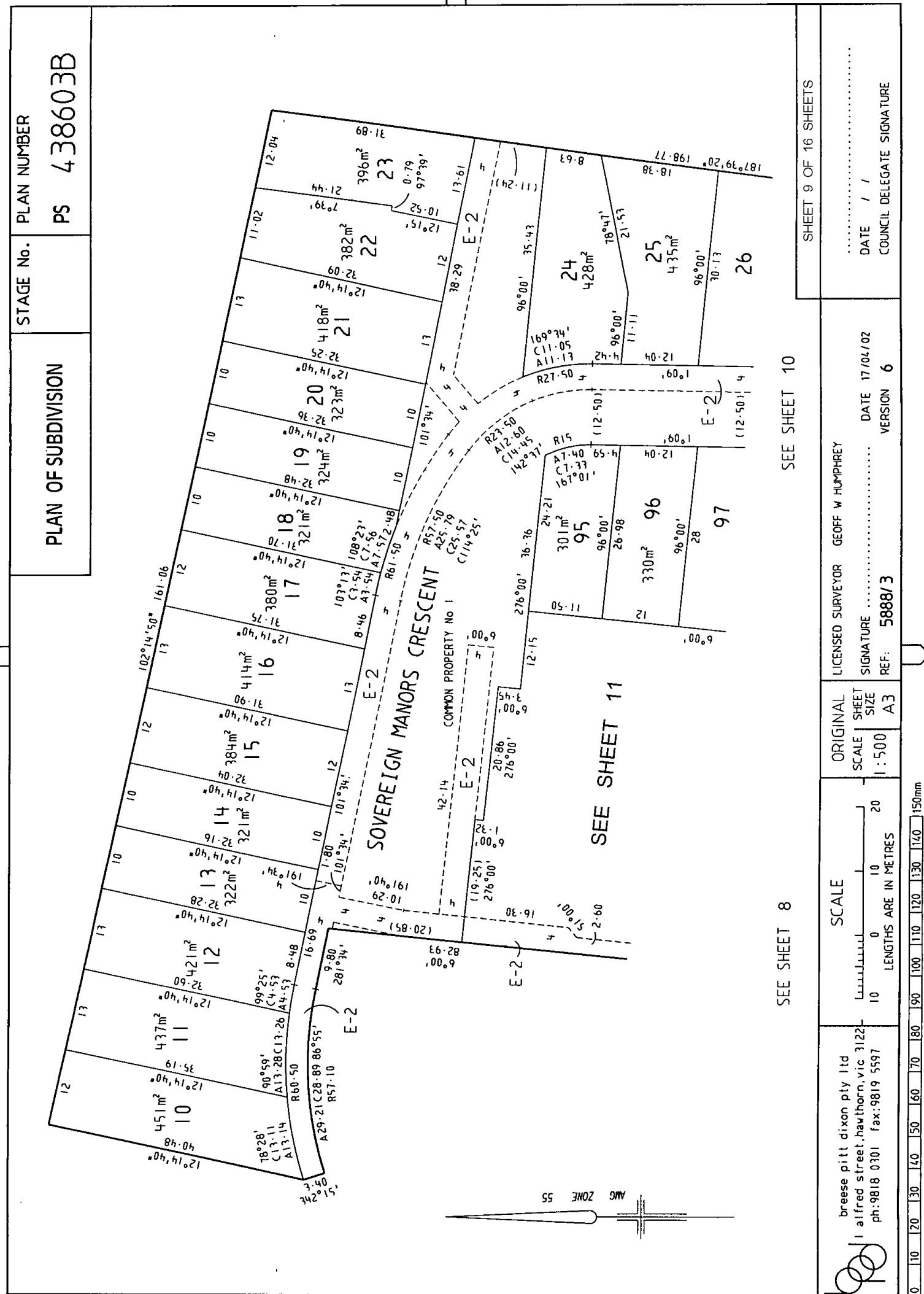
VERSION 8

DATE / /
COUNCIL DELEGATE SIGNATURE

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[illegible]

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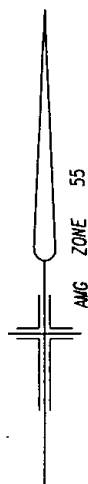
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STAGE No.

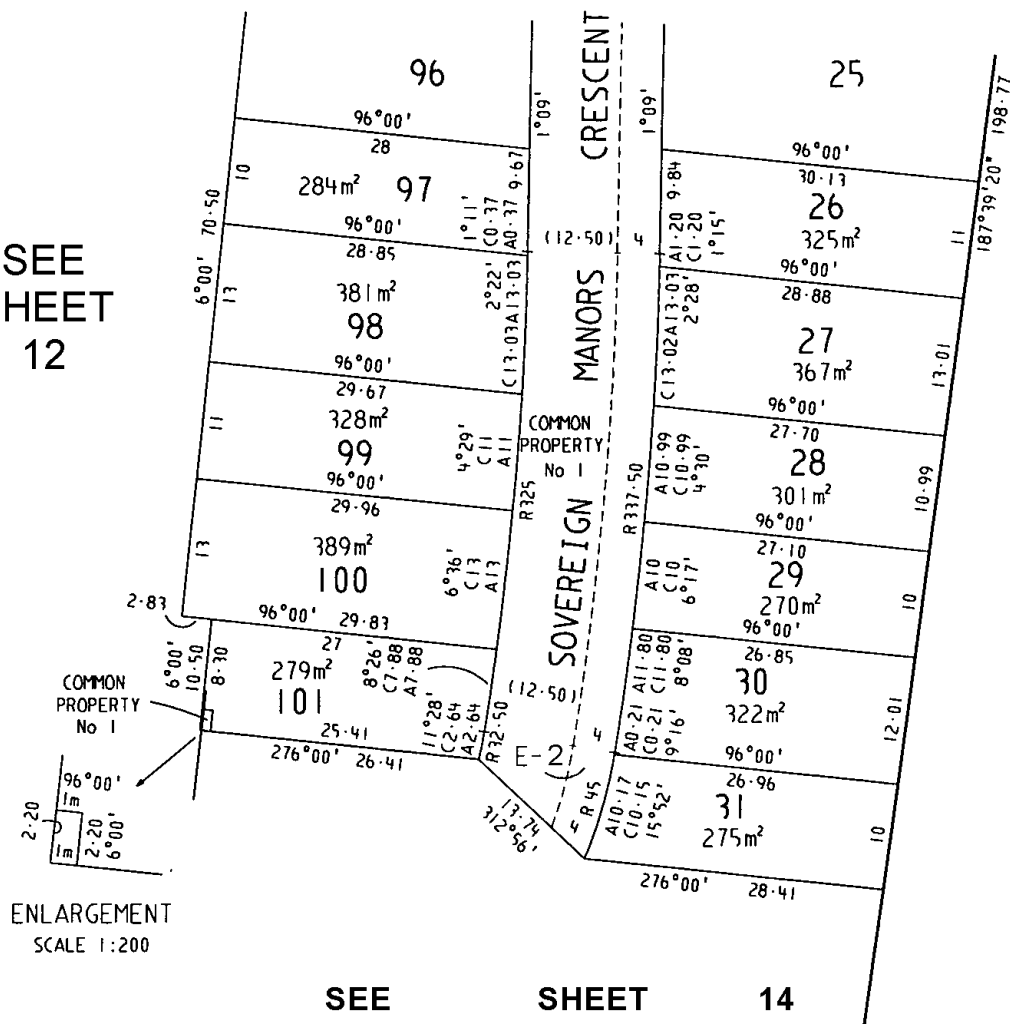
PLAN NUMBER

PS 438603B

SEE SHEET 9



SEE
SHEET
12



SEE SHEET 14



breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph: 9818 0301 fax: 9819 5597

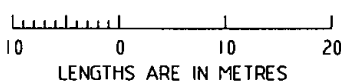
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ORIGINAL

SCALE

LICENSED SURVEYOR GEOFF W HUMPHREY

SHEET
SIZE
A3



SIGNATURE

DATE 17/04/02

REF: 5888/3

VERSION 6

DATE / /

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

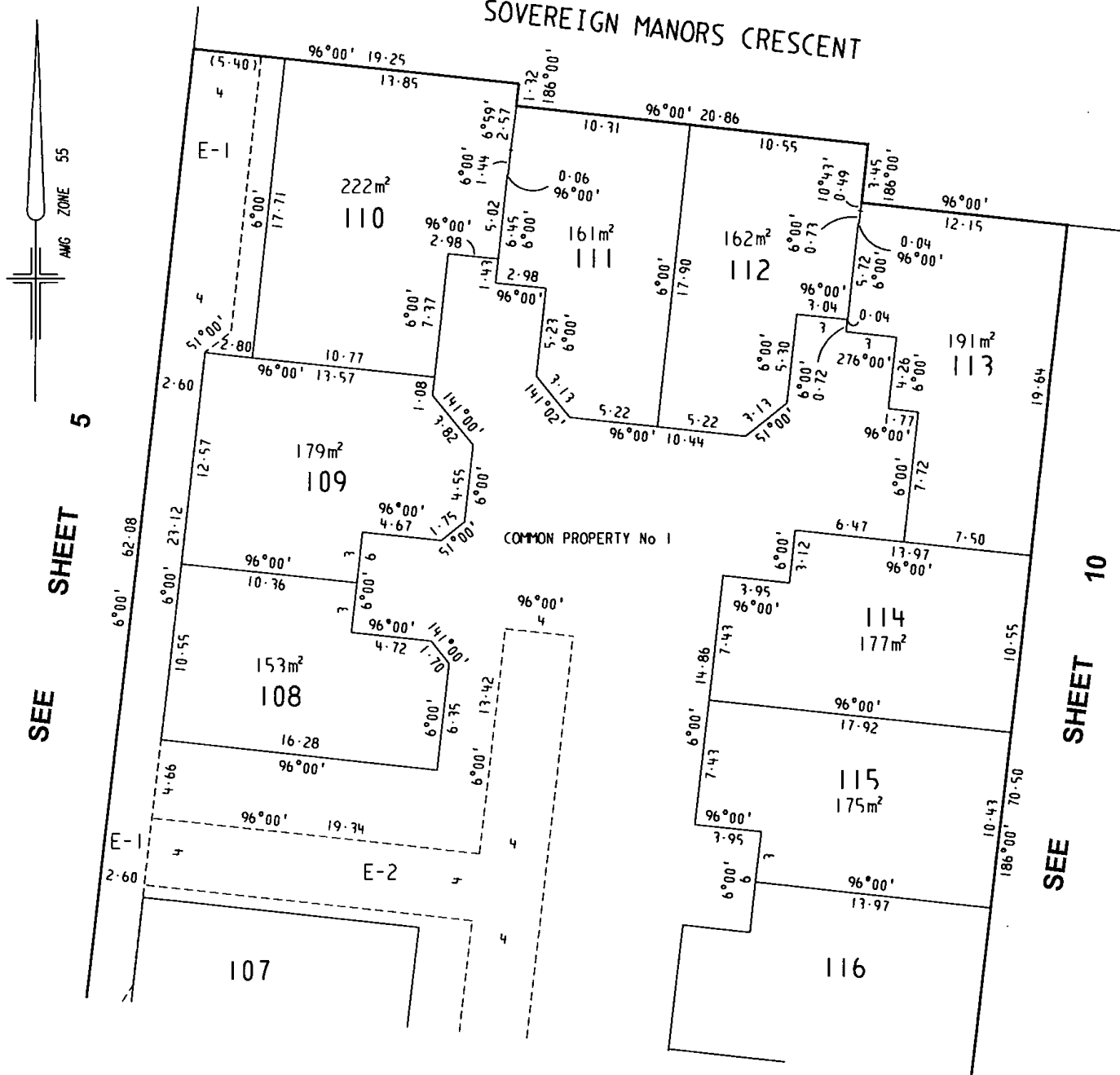
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PLAN NUMBER

PS 438603B

SEE SHEET 9

SOVEREIGN MANORS CRESCENT

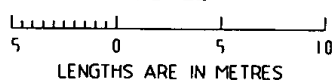


breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph: 9818 0301 fax: 9819 5597

ORIGINAL

SHEET SIZE
A3

SCALE



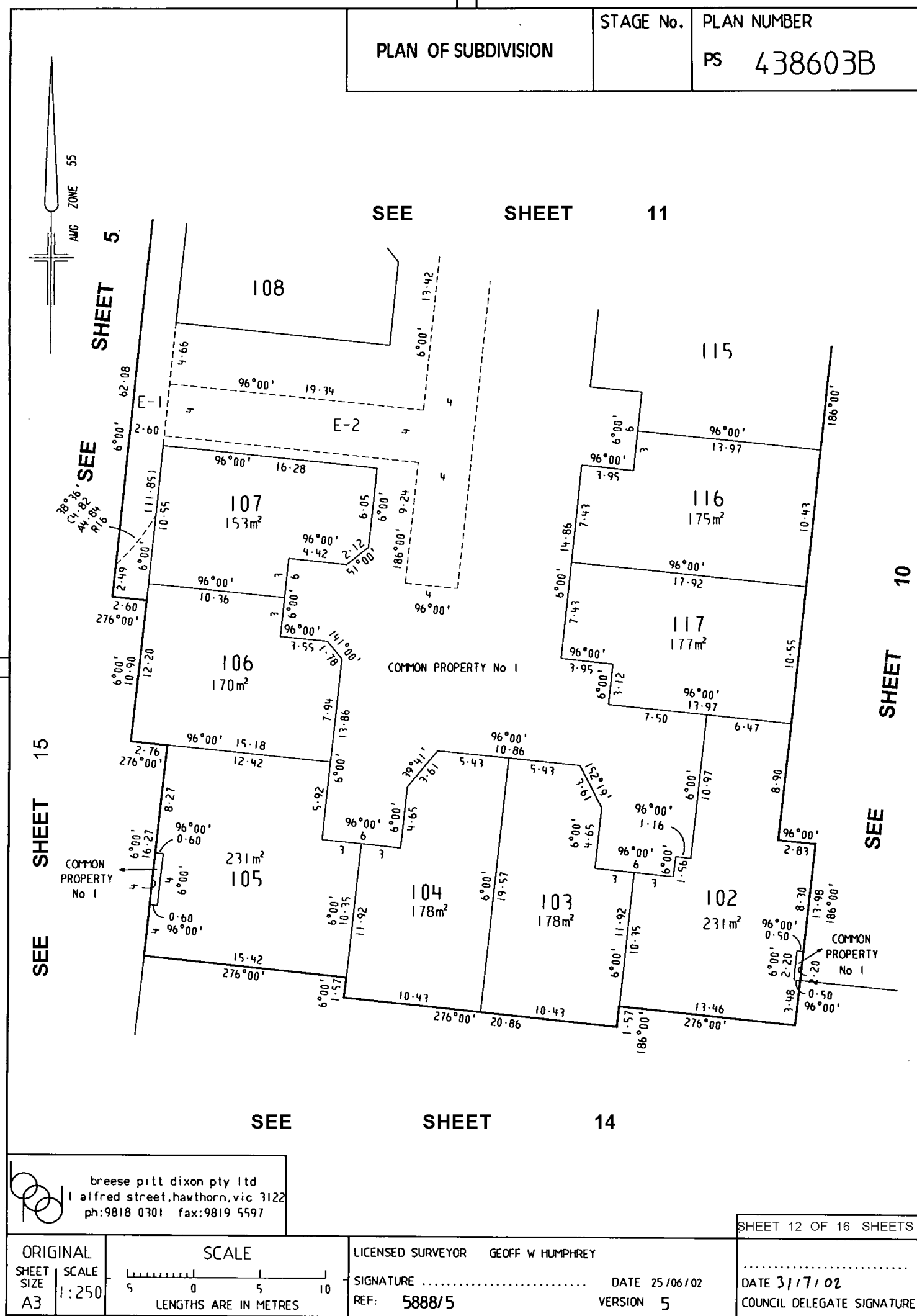
LICENSED SURVEYOR GEOFF W HUMPHREY

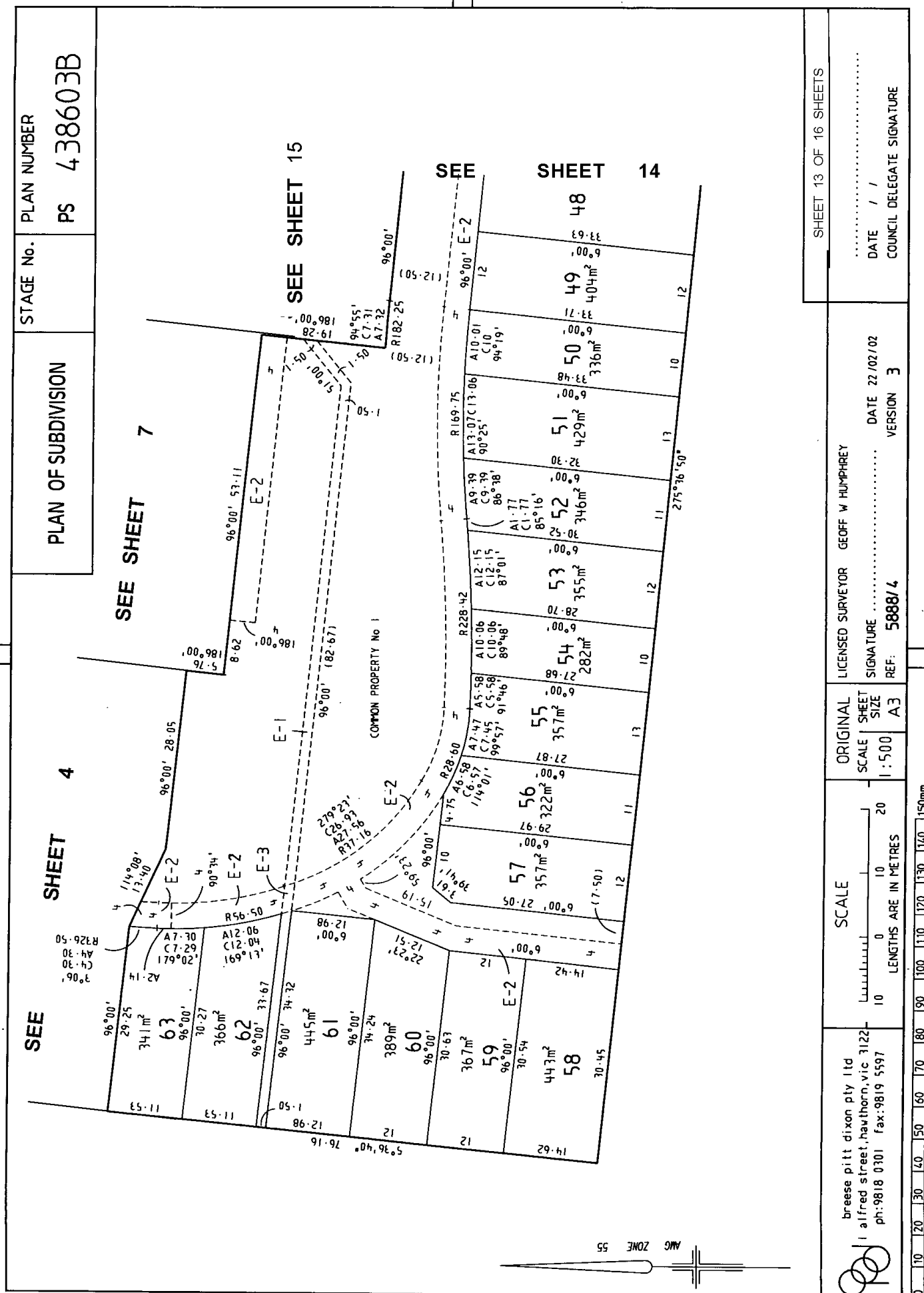
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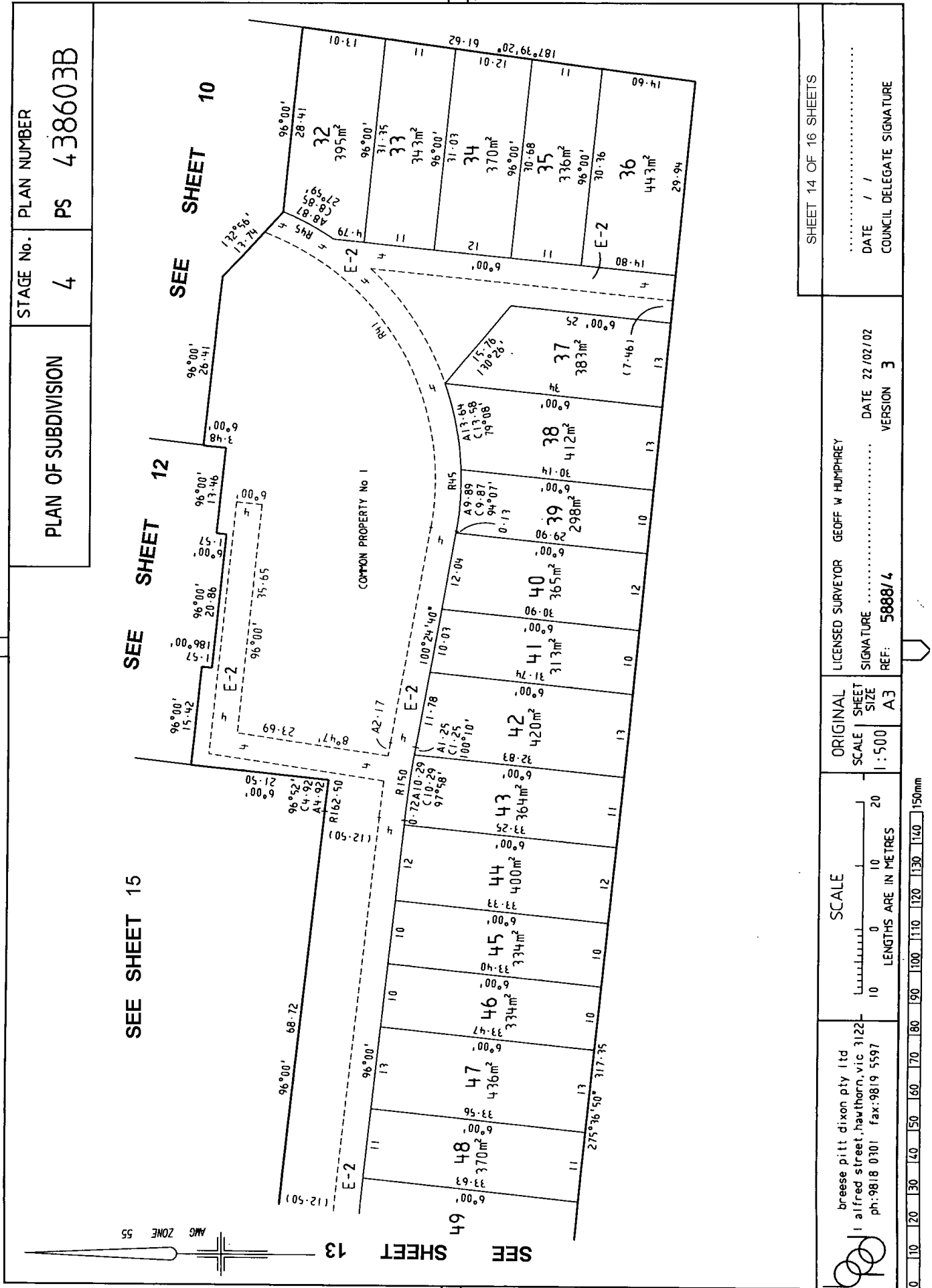
SHEET 11 OF 16 SHEETS

DATE 31/7/02
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100mm









PS438603B

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE 13/12/01 TIME 11.20AM

PLAN NUMBER

PS 438603B

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS 79-94(BI) & ADDITIONAL COMMON PROPERTY	STAGE 2	PS438603B/S2	23/02/02	12.12PM	2	GJV
THIS PLAN	---	CHANGE OF ADDRESS	AB022488M	5/6/02		3	ROBERT MCBAIN
		WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.					
LOT S3	LOTS 10-31, 95-101 & ADDITIONAL COMMON PROPERTY No.1	STAGE 3	PS438603B/S3	18/7/02	11.37AM	4	ROBERT MCBAIN
LOT S5	LOTS 102-117 (B.I.) & ADDITIONAL COMMON PROPERTY No.1	STAGE 5	PS438603B/S5	28/8/02	2.03PM	5	ROBERT MCBAIN
LOT S4	LOT LIABILITY OF LOT S4 AMENDED	RECTIFICATION	AB604188G	4/10/02		6	ROBERT MCBAIN
LOT S4	LOTS 32-63(BI) & ADDITIONAL COMMON PROPERTY No.1	STAGE 4	PS438603B/S4	11/10/02	1.50PM	7	Greg newman
THIS PLAN		CHANGE OF ADDRESS	AB683572J	15/11/02		8	Greg newman
LOT S6	LOTS 118-129(BI) & ADDITIONAL COMMON PROPERTY No.1	STAGE 6	PS438603B/S6	26/11/02	11.51AM	9	Greg Newman
	INSERTION OF COMPILED AFTER REGISTRATION OF	DIAGRAM KEY SHEET STAGE 6		17/11/03		10	N. NG

CORRECTION OF SPELLING ERROR
IN MODIFICATION NOTATION FOR
VERSION 10

20/11/2003

11

N. NG



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS438603B

The land in PS438603B is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 129.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

THE KNIGHT LEVEL 1 204 BALACLAVA ROAD CAULFIELD NORTH VIC 3161

AX276377L 21/09/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. PS438603B 13/12/2001

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

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OWNERS CORPORATION 1
PLAN NO. PS438603B

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
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Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS438603B

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
Lot 41	100	100
Lot 42	100	100
Lot 43	100	100
Lot 44	100	100
Lot 45	100	100
Lot 46	100	100
Lot 47	100	100
Lot 48	100	100
Lot 49	100	100
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Lot 51	100	100
Lot 52	100	100
Lot 53	100	100
Lot 54	100	100
Lot 55	100	100
Lot 56	100	100
Lot 57	100	100
Lot 58	100	100
Lot 59	100	100
Lot 60	100	100
Lot 61	100	100
Lot 62	100	100
Lot 63	100	100
Lot 64	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS438603B

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 65	100	100
Lot 66	100	100
Lot 67	100	100
Lot 68	100	100
Lot 69	100	100
Lot 70	100	100
Lot 71	100	100
Lot 72	100	100
Lot 73	100	100
Lot 74	100	100
Lot 75	100	100
Lot 76	100	100
Lot 77	100	100
Lot 78	100	100
Lot 79	100	100
Lot 80	100	100
Lot 81	100	100
Lot 82	100	100
Lot 83	100	100
Lot 84	100	100
Lot 85	100	100
Lot 86	100	100
Lot 87	100	100
Lot 88	100	100
Lot 89	100	100
Lot 90	100	100
Lot 91	100	100
Lot 92	100	100
Lot 93	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS438603B

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 94	100	100
Lot 95	100	100
Lot 96	100	100
Lot 97	100	100
Lot 98	100	100
Lot 99	100	100
Lot 100	100	100
Lot 101	100	100
Lot 102	100	100
Lot 103	100	100
Lot 104	100	100
Lot 105	100	100
Lot 106	100	100
Lot 107	100	100
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Lot 111	100	100
Lot 112	100	100
Lot 113	100	100
Lot 114	100	100
Lot 115	100	100
Lot 116	100	100
Lot 117	100	100
Lot 118	100	100
Lot 119	100	100
Lot 120	100	100
Lot 121	100	100
Lot 122	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS438603B

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 123	100	100
Lot 124	100	100
Lot 125	100	100
Lot 126	100	100
Lot 127	100	100
Lot 128	100	100
Lot 129	100	100
Total	12900.00	12900.00

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

Statement End.

Plan Number: 438603B

Lot Number: 76

PAYMENT INSTRUCTIONS FOR SETTLEMENT FUNDS

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

Please note the payment reference numbers are Lot specific.

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

Payment Options

	BPay
<p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: http://www.bpay.com.au</p> <p>Biller Code: 96503</p> <p>Reference Number: 2855 6182 5104 7312 1</p>	
	Macquarie DEFT
<p>To pay by DEFT go https://www.deft.com.au and use the following reference number</p> <p>Reference Number: 2855 6182 5104 7312 1</p> <p>*Register at deft.com.au or by calling 1800 672 162.</p> <div></div> <p>Pay by credit card or registered bank account at https://www.deft.com.au or phone 1300 30 10 90. Payments by credit card may attract a surcharge.</p>	
	Aust Post Billpay
<p>Please present page intact at any post office. Payments may be made by cash (up to \$9,999.99), Cheque or EFTPOS.</p> <div></div> <p>*496 285561825 10473121</p>	

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.16 Owners Corporations Regulations 2018

Vendor: Ms N A Aquilina**This certificate is issued for Lot 76 on Plan Number 438603B the postal address of which is:****76 Sovereign Manors Crescent ROWVILLE 3178 VIC****The current fees for Lot 76 are:**

Period Start	Period End	Date Issued	Date Due	Amt. GST \$	Total Amt. \$
Operating Levy					
01/10/2024	31/12/2024	20/09/2024	29/10/2024	69.78	767.59
01/01/2025	31/03/2025	23/12/2024	29/01/2025	69.78	767.59
Operating Adj. 01/10/2024 – 31/12/2024		Not Issued	29/04/2025	3.49	38.37
Operating Adj. 01/01/2025 – 31/03/2025		Not Issued	29/04/2025	3.49	38.37
01/04/2025	30/06/2025	Not Issued	29/04/2025	73.27	805.96
01/07/2025	30/09/2025	Not Issued	29/07/2025	73.27	805.96
Maintenance Plan					
01/10/2024	31/12/2024	20/09/2024	29/10/2024	7.26	79.84
01/01/2025	31/03/2025	23/12/2024	29/01/2025	7.26	79.84
Maint. Adj. 01/10/2024 – 31/12/2024		Not Issued	29/04/2025	0.22	2.40
Maint. Adj. 01/01/2025 – 31/03/2025		Not Issued	29/04/2025	0.22	2.40
01/04/2025	30/06/2025	Not Issued	29/04/2025	7.48	82.24
01/07/2025	30/09/2025	Not Issued	29/07/2025	7.48	82.24

The current fees have been levied up until the:

31/03/2025

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

\$0.00

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

<i>Date Levy Struck</i>	<i>Levy</i>	<i>Amount Levied \$</i>	<i>Amount Outstanding \$</i>
nil	nil	nil	nil

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

Penalty interest applies at this property.
At the time of the AGM or any other formal meetings, the Owners Corporation may approve increases in levies that will be backdated to the commencement of the financial year.
The Owners Corporation are investigating installing solar panels for the recreation facility. These works are to be funded by the current Maintenance Fund balance with no special levies raised.

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

The Owners Corporation presently has the following insurance cover:

Name of Company	CHU Underwriting Agencies Pty Ltd
Policy Type	Residential Strata
Policy Number	HU0000004690
Notes	
Refer to Policy	Refer to attached Policy for details

Statement of financial position:

Net Equity (Funds) approved at last AGM as at 30/09/2024: \$379,336

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

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

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

Contracts:
Owners Corporation Management - The Knight
Gym Maintenance and Service Provider - Fit Repair
Garden Maintenance - Vereya Gardening
Pool and Spa Maintenance – Poolwerx Knox
Recreation Facility Cleaning – Jim’s Cleaning
Sauna Maintenance – Saunatec
Essential Services Maintenance – LINKFire
CCTV Maintenance – Network Vision

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

Nil to my knowledge.

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

As at this date there are no notices or orders.

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

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

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

Nil to my knowledge.

The Owners Corporation has appointed a Manager.

Name of Manager: The Knight

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

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

Additional Information:

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

Each Lot has been provided one fob for the pool and recreation facility by the Owners Corporation. Additional fobs may have been purchased by the Lot. Purchasers are required to ensure they request all fobs from the seller at handover.



Signature of Registered Manager

Dated: 4th, March 2025

Full name: Kasey Lee On Behalf of Owners Corporation Plan (VIC) (Tier 1) 438603B

c/- The Knight

Address: P.O. Box 678 MALVERN 3144

Ph: 9509 3144

Email: theknight@theknight.com.au

Web: www.theknight.com.au

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

Attachments:

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

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an Owners Corporation?

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an Owners Corporation.

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

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

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

Owners Corporation No 438603B
76 Sovereign Manors Crescent ROWVILLE 3178 VIC
Lot Number: 76

Owner Details

Full Name of owner/s: _____

Address of owners/s: _____

Email Address: _____

Owner Telephone Details:

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

Agent Details:

Agent Name: _____

Agent Address: _____

Agent Email Address: _____

Agent Telephone Details:

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

Address for Accounts, Notices, etc:

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

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

Date: _____ Signature of Owner/s: _____

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

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

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

Australian Addresses

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

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

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

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

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

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

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



MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No. 438603B

Sovereign Manors Crescent ROWVILLE VIC 3178

Minutes of the Annual General Meeting held at

Eildon Park Cricket Club

7 Tyers Cres,

ROWVILLE VIC 3178

on Wednesday, November 27, 2024

1. Commencement of Meeting

The meeting commenced at 6:00 PM. Kasey Lee welcomed everyone to the meeting.

2. Registration

2.1 Lot Owners Present

Lot	Name	Lot	Name
8	Mr M Jacobs	15	Ms L Workman
16	Mrs E Edmonds	24	Mr J & Mrs G Mills
27	Ms S Casimir	37	Mr D Black
42	Ms L Vines	51	Mr B Daniels
74	Mr G Austin	78	Mr D & Mrs K Wickham
86	Ms S Stertern-Gill	96	Mr B & Mrs L Gill
109	Ms S Hosny Hassan	115	Mr A Knights
123	Diversified MG Pty Ltd		
	<i>Represented by Mr C Hurdle & Mrs M Tinning-Hurdle</i>		

2.2 Proxy Holders Present*

Lot	Name	In Favour of
23	Ms W Horsnell	Alan Horsnell
32	Ms D Anderson	Stephen Anderson
41	Gary Paul & Anne Patricia Belton	Leanne Vines

2.3 Quorum*

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

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

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

2.4 Apologies Received

Lot	Name	Lot	Name
45	Mr J & Mrs M Newsom	93	Ms M Jefferson
97	Mr P & Mrs D De Silva		

2.5 In Attendance

Kasey Lee - The Knight - Owners Corporation Manager

Lot 27 – Sharon Savage

3. Meeting Preliminaries

3.1 Adoption of Meeting Rules*

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

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

Resolution: 'It was resolved that Kasey Lee be appointed as Chairperson for the meeting.'

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

Resolution: 'It was resolved that minutes of the previous General Meeting held on 29/11/2023 be confirmed as a true and accurate record of that meeting.'

4. Reports

4.1 Presentation of the Committee of Management Report (s115 of the Act)

Colin Hurdle on behalf of the Committee presented the Committee of Management report to the meeting. It was expressed that the Committee were able to achieve works for the Owners Corporation by creating sub-committee responsibilities and dividing the estate up into sections. By doing so, the small Committee were able to achieve many projects that had been in the pipeline for some time.

A significant task the Committee undertook throughout the year was a review of all contracts and service agreements. This resulted in the changing of some contractors. Further, the contract terms were amended to ensure a mid-year renewal to allow incoming Committees sufficient time to review or tender.

There was a detailed discussion regarding the gardening contract negotiations in 2024. It was advised that whilst Vereya Gardening's costs are a significant portion of the OC budget, the value of Owner's properties and the presentation of the estate is worthwhile. It was also noted that the Committee obtained four quotations prior to signing the renewal with Vereya Gardening.

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

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

5. Financial Matters

5.1 Financial Statements (s34 of the Act)

It was noted that the financial statements for the period 01/10/2023 - 30/09/2024 had been approved by the Committee of Management prior to the meeting. It was noted that the expenses for the Operating Fund and Maintenance Plan Fund concluded the year under the predicted budget.

Resolution: 'It was resolved that the financial statements for the period 01/10/2023 - 30/09/2024 be approved.'

5.2 Independent Auditor Report

It was noted that the financial statements have been audited by an independent auditor.

5.3 Annual Budget and Levies (s23 of the Act)

It was noted that the annual budget for the period 01/10/2024 - 30/09/2025 had been approved by the Committee of Management prior to the meeting and therefore the budget was ratified at the meeting.

It was highlighted that the overall annual budget and levies have increased by a total of 8.00%, equating to approximately \$180.00 annually. This is primarily due to expenses out of the Owners Corporation's control i.e. insurance and utility prices.

5.4 Annual Operating Levy

For the period 01/10/2024 - 30/09/2025 the approved levy is \$378,070.00 (ex. GST).

Compared to the previous financial year the levy increased by 5.00%.

An adjustment levy will be issued with Quarter 3's levies.

5.5 Long Term Maintenance Levy

For the period 01/10/2024 - 30/09/2025 the approved levy is \$38,578.18 (ex. GST).

Compared to the previous financial year the levy increased by 3.00%.

An adjustment levy will be issued with Quarter 3's levies.

5.6 Maintenance Plan* (s36 of the Act)

It is to be noted that the Owners Corporation has an approved Maintenance Plan. A copy of the approved Maintenance Plan can be downloaded from the 'My Property' login section on The Knight's website (www.theknight.com.au).

5.7 Lot Owners in Arrears

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

5.8 Charging of Penalty Interest

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

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

5.9 Delegation to Waive Penalty Interest

Resolution: 'It was resolved that the Owners Corporation delegate authority to the Owners Corporation Manager to waive interest accrued to an individual under \$50 upon review of the debtor's circumstances. In cases of repeat arrears, the matter will be referred to the committee before any penalty interest is removed.'

5.10 Recovery of Costs

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

6. Insurance (s59 of the Act)

6.1 Insurance Policy Details*

The details of the insurance policy taken out by the Owners Corporation were circulated with the meeting notice and are available to view on the portal.

It was raised that the current insurance excess is \$5,000 for all claims. Members noted they were not informed of this change. It was informed that the change was instilled from the insurance policy commencing 17/09/2023.

It was queried that the \$5,000 excess was previously applicable to water damage claims only with all other claims holding a \$1,000 excess. The OC Manager informed that CHU's claims policy increased the standard excess to \$2,000 in 2023 with all other insurers following the same trend.

The OC Manager informed the meeting that The Knight does not take any commission from the Owners Corporation's premium as per the Contract of Appointment. Per the disclaimer in the meeting notice, it was noted that the business may receive an annual dividend from the insurance broker as a minority shareholder. Members did not raise any questions on this matter.

Action: The Knight follow up Resolute Property Protect regarding the change to the insurance policy excess.

6.2 Building Reinstatement and Replacement Cost Valuation* (s65 of the Act)

The last valuation was undertaken on the 22/03/2024. A copy of the valuation is included in the meeting agenda for Owner's records. It was confirmed that the new sum insured has been endorsed by the insurer.

6.3 Standing Direction Order for Future Insurance Renewals

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

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

7.1 Number of Committee Members

Resolution: 'It was resolved that the Owners Corporation limit the maximum number of members to be elected onto the Committee of Management to 7.'

7.2 Election of Committee

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

Lot	Name	Lot	Name
8	Michael Jacobs	23	Alan Horsnell
24	Sharon Savage	27	Sue Casimer
42	Leanne Vines	96	Benjamin Gill
123	Colin Hurdle		

7.3 Committee of Management Meeting

The meeting was informed that a Committee of Management meeting is to take place for the sole purpose of electing a Chairperson and Secretary for the Owners Corporation.

8. General Business

8.1 Solar

The meeting was informed of a project being investigated by the Committee to install solar panels to the recreation facility. The panels would be utilised to subsidise the OC electricity costs. At this stage, only one quotation has been sourced with more research to be conducted in 2025.

The meeting noted that several Owners have installed solar to their properties and this project would provide cost saving benefits for the OC over the next few years. Continual investigations into other cost saving methods are also being researched. Further, it was expressed that the cost of the project will likely be expensed from the existing maintenance fund balance.

The OC Manager informed that once a quotation has been selected, a Special Resolution Ballot will be drawn. This will require a vote by all owners to achieve a 75% in favour resolution to proceed. Members should expect to receive this ballot in 2025 for completion either by post, email or online voting link.

8.2 CCTV

Another project being investigated by the Committee is the installation of additional CCTV cameras around the estate. It was noted that there are currently cameras at the recreation facility and entrance of the estate only. With an increase of thefts in recent years, installing additional CCTV cameras around the estate would provide benefit for Owners to report the incidents to the police.

It was clarified that one quotation has been obtained to date, with additional to be collected in 2025. A critical part of the scope is to ensure Owners' privacy and homes are not captured with the cameras. The cameras will be directed to the roads and parking spaces.

The Committee expressed their thanks to Kieran Joiner for assisting with obtaining the CCTV footage whenever requested for the police.

Action: A detailed process for reporting thefts on common property be included in the next newsletter.

8.3 OC Breach Process

It was raised that there have been continual breaches of the OC Rules, particularly with relation to alcohol in the pool and vehicles parking on common property. It was informed that the Committee have authorised breaches to be issued to several lots throughout the year with final breach notices also issued. It was expressed that the next step is to initiate VCAT proceedings.

See below the OC breach process:

1. Owners to report breaches of the OC Rules to The Knight;
2. The Committee will review the complaint and authorise a breach notice if required;
3. Once the breach notice is issued, the Lot will have 28 days to rectify the behaviour;
4. Should the behaviour not be rectified in 28 days, a final breach notice will be issued;
5. Once issued, the Lot will have a further 28 days to rectify the behaviour;
6. Should the behaviour again not be rectified in 28 days, the Committee may initiate proceedings with VACT against the Lot.

8.4 Painting of Lots

Members queried the Owners Corporation's progress to ensure the maintenance of lots is being attended to by Owners. It was noted that correspondence was issued to Lots by The Knight to provide details of their last pressure cleaning and/or painting in the last 10 years. To date, response has been minimal.

It was clarified that any information is accepted to give a general idea of status. If the date is unknown, an approximation is accepted. This will allow the Committee to review the next steps to pursue.

A brief discussion regarding Section 48 of the OC Act 2006 (Lots not properly maintained) was held.

Action: Owners provide their maintenance of Lots status to The Knight as soon as possible.

8.5 Brush Fencing

It was noted that the brush fencing works have been slowly progressing in 2024. Members were advised that the contractor completing the works may be retiring in 2025. It was emphasised that Members should attend to the fencing as soon as possible as there are not many suppliers in Melbourne who can complete this work. It was further noted that the brush fencing work is a repair, not replacement of the materials.

Action: Members to contact The Knight to arrange the works for their lot.

8.6 Working with Children & Contractors

It was raised if the contractors engaged by the Owners Corporation are required to supply working with children checks. Members noted this is becoming more prevalent. It was noted that the pool and gardens contractors may interact with children on site.

Action: The Knight make enquires regarding this requirement and inform the Committee.

9. Next Annual General Meeting

Resolution: 'It was resolved that the next Annual General Meeting be held in the last week of November 2025.'

10. Close of Meeting

The meeting was closed at 7:18 PM.



Kasey Lee
Owners Corporation Manager
The Knight
For and on behalf of Plan 438603B
T: (03) 9509 3144
E: Kasey@theknight.com.au

SOVEREIGN MANORS

B.C.P. NO. 438603 B BODY CORPORATE RULES AND REGULATIONS.

1. Definitions

In these rules unless the context otherwise requires the following definitions apply :

"Common Property" means the common property contained in the Plan ;

"Land" means all of the land described in Certificate of Title Volume 10520 Folio 988;

"Lot" means any Lot on the Plan ;

"Manager" shall mean the person or corporation who has been appointed by the Body Corporate pursuant to the Regulations ;

"Owner" means the owner of any Lot on the Plan ;

"Plan" means the Plan of Subdivision No. PS 438603B ;

"Recreational Facilities" means the swimming pool, barbecue area, gymnasium and adjacent areas located on the Common Property ;

"Settlement Date" means the date of transfer of any Lot on the Plan of Subdivision by Sunland to an Owner ; and

"Sunland" means the Sunland Group (Vic) No.1 Pty. Ltd. CAN 089 391 140

2. Interpretation

The Sovereign Manors Estate Body Corporate Rules is to be interpreted having regard to the following objectives:

- 2.1 enhancing the amenity of every Lot on the Plan and every other lot on other plans of subdivisions forming part of Sovereign Manors;
- 2.2 maintaining and improving the investment of each Owner ;
- 2.3 maintaining the Recreational Facilities and the common property in the Plan ; and
- 2.4 maintaining and enhancing any landscaping and infrastructure for which the Body Corporate is responsible within the Plan of Subdivision.

3. Body Corporate – Provision of Services and Levies

Each Owner agrees that:

- 3.1 the Body Corporate will provide the following services:

- 3.1.1 the maintenance, repair and improvement of the Recreational Facilities ;
- 3.1.2 the construction, repair and maintenance of such landscaping within the Plan of Subdivision that the Body Corporate is responsible for ;
- 3.1.3 any other service or facility provided by the Body Corporate for the benefit of Owners which is consistent with the stated objectives of these rules ; and
- 3.1.4 construct, repair and maintain any private roads, infrastructure and improvements on Common Property ;

3.2 the provision of such services by the Body Corporate will be paid for by all Owners according to Lot liability ;

4. Trust Account

The fees and costs of providing the services referred to in Rule 3 will be paid by the Owners into a trust account maintained by the Manager. All fees collected for future maintenance works such as but not limited to road resurfacing and future painting will be paid into a separate sinking fund.

5. Vehicles

An Owner or occupier of a lot shall not park or stand any motor vehicle or other vehicle upon Common Property except with the consent in writing of the Body Corporate Committee. Any unregistered vehicle left on common property will be removed immediately at the owner's expense.

6. Private Roads and Other Common Property

The private roadways, pathways, drives and other Common Property and any easement giving access to the Land shall not be obstructed by any Owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an Owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided.

An Owner or occupier of a lot shall not:

- 6.1 drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any residence erected on any lot on the Plan, and any motor vehicles entitled by any statute and/or local authority ordinances ;
- 6.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking ; and
- 6.3 shall not allow any occupier, guests, servants or employees to exceed the speed limit as denoted by the signs erected on the common property.

0813

7. Visitors' Car Park

- 7.1 An Owner or occupier of a lot shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor parking.
- 7.2 An Owner or occupier of a lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking.

8. Obstruction

An Owner of a lot shall not obstruct lawful use of the Common Property by any person.

9. Damage to lawns etc on Common Property

An Owner or occupier of a lot shall not :

- 9.1 damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Common Property; or
- 9.2 except with the consent in writing of the Committee, use for his own purpose as a garden, any portion of the Common Property.

10. Damage to Common Property and Body Corporate Assets

An Owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or a Body Corporate asset except with the written consent of the Committee.

11. Depositing of Rubbish etc on Common Property

An Owner or occupier of a lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or occupier of another lot or of any person lawfully using the Common Property.

12. Use of Recreational Facilities

In relation to the use of the swimming pool, barbecue area, gymnasium and adjacent areas, an Owner or occupier of a lot shall ensure :

- 12.1 that his invitees and guests may only use the swimming pool, barbecue area and adjacent areas if accompanied by the Owner or occupier ;
- 12.2 that children below the age of thirteen (13) years are not in or around the swimming pool, barbecue area or gymnasium unless accompanied by an adult Owner or occupier exercising effective control over them ;
- 12.3 that alcoholic beverages are not taken to or consumed in or around the swimming pool or gymnasium ;
- 12.4 that when in the gymnasium appropriate clothing and footwear is worn at all times. All equipment must be used with a towel and immediately wiped

down after use. No wet swimming gear is to be worn in the gymnasium. The body corporate accepts no responsibility for the misuse of any of the gymnasium equipment.

- 12.5 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the pool, sauna or spa areas ;
- 12.6 that he and his invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreational Facilities by other persons ;
- 12.7 that no use is made of the Recreational Facilities between hours as determined by the Body Corporate ; and
- 12.8 that the Owner or occupier and their invitees and guests obey any lawful direction given to them by the Body Corporate.

13 Maintenance of Recreational Facilities

An Owner or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreational Facilities or add any chemical or other substance to the same.

14 Barbecues

- 14.1 The barbecue area shall not be used outside of the hours as directed by the Body Corporate.

15 Rules re Recreational Facilities

- 15.1 The Committee may make rules relating to the use of the Recreational Facilities and any other facilities on in or about the Common Property (and any areas adjacent thereto), not inconsistent with these rules and the same shall be observed by the Owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Owners.
- 15.2 Owners and occupiers shall use the gymnasium equipment, sauna and steam room only according to the manufacturer's specifications and recommendations and shall not interfere with or remove gymnasium, sauna or steam room equipment from the recreational building.

16 Instructions to Contractors

The Owners of lots shall not directly instruct any contractors or workmen employed by the Committee unless so authorised.

17 Garbage Disposal

An Owner or occupier of a lot shall :

- 17.1 save where the Committee provides some other means of disposal of garbage, maintain within his lot, or on such part of the Common Property as may be

authorised by the Committee, in clean and dry condition and adequately covered, a receptacle for garbage (i.e. a bin) ;

- 17.2 comply with all local authority by laws and ordinances relating to the disposal of garbage ;
- 17.3 ensure that the health, hygiene and comfort of the Owner or occupier of any other lot is not adversely affected by his disposal of garbage ;
- 17.4 use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and / or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles;
- 17.5 where the bin for the lot contains garbage, have the bin available for collection on collection days in a way acceptable to the garbage collector ;
- 17.6 where the lot is not accessible by the garbage collector, have the bin for the lot placed in a corral or other collection point designated by the Committee ; and
- 17.7 promptly return the bin to its correct storage place on the same day after collection.

18 Appearance of Buildings and Signs

- 18.1 Unless otherwise provided in these rules, an Owner or occupier of a lot shall not, except with the consent in writing of the Committee, display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from the Common Property or any other lot.
- 18.2 An Owner or occupier of a lot must not allow any glazed portions of the lot or the Common Property that surrounds the lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing without first obtaining the written permission of the body corporate.
- 18.3 An Owner or occupier of a lot shall not, except with the consent in writing of the Committee, permit any boat, trailer, caravan or mobile home on a lot which is visible from the Common Property or from an adjoining lot.

19 Keeping of Animals

- 19.1 An owner or occupier of a lot must not keep any animal upon a lot or the common property after being given notice by the body corporate to remove such animal once the body corporate has resolved that the animal is causing a nuisance.
- 19.2 An Owner or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common property or any other lot in the subdivision.
- 19.3 An Owner or occupier of a lot must ensure that any animal belonging to them must be kept on a lead while on common property.

- 19.4** An Owner or occupier of a lot must ensure that no animals are allowed into the recreational areas of the swimming pool, spa or steam room, gymnasium or barbecue area.

20 Right of Entry

- 20.1** An Owner or occupier, upon receiving reasonable notice from the Committee, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to his lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires, or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or services, whether to his lot or to an adjoining lot.
- 20.2** If in the reasonable opinion of the Committee or the Manager (if any) there is a matter of sufficient emergency no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the Owner or occupier of the lot in the case where the need for such works or repairs is due to any act or default of the Owner or occupier or their guests, servants or agents. Any entry pursuant to this rule shall not constitute trespass. The Committee or Manager (if any) in exercising the powers under this rule shall ensure that its servants, agents and employees cause as little inconvenience to the Owner or occupier of the lot as is reasonable in the circumstances.

21 Fence, Pergolas, Screens, External Blinds or Awnings

An Owner of a lot shall not construct or permit the construction or erection of any fence, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on Common Property unless the prior written consent of the Body Corporate is obtained. An Owner may construct a pergola on a patio area of the Owner's lot provided that the style, design and colour of the pergola shall be consistent with the lot and does not detract from the amenity of the Land and is according to plans approved by the Body Corporate by resolution at a general meeting or by a committee delegated to approve such alterations. The occupier of the lot shall repair and maintain the pergola so that any part of the pergola visible from outside the lot is kept in an attractive state. An occupier shall not, except with the consent in writing of the Body Corporate, change the size, type or colour of the pergola once constructed. Any work, alteration improvement or structure carried out or erected in breach of this rule may be forthwith removed with or without notice by the Body Corporate, the Manager and each of their respective employees, agents and contractors and any entry on to the lot pursuant to this rule shall not constitute trespass.

22 Alterations to the Exterior of Lots

An Owner or occupier of a lot shall not paint or repaint or carry out work to the exterior of any lot except as allowed under these rules. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate, the Manager and each of their respective employees, agents and contractors and any entry on to the lot pursuant to this rule shall not constitute trespass.

23 Maintenance of Lots

Each occupier shall ensure that his lot is kept and maintained so as not to be offensive in appearance to other Owners through the accumulation of excess rubbish or otherwise.

24 Security

24.1 An Owner of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the security key to the owner or the body corporate.

24.2 An Owner or occupier of a lot in possession of a security key must not without the body corporate's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another owner or occupier and is not to dispose of otherwise than by returning it to the owner or the body corporate.

24.2 An owner or occupier of a lot must promptly notify the body corporate if a security key issued to him is lost or destroyed.

25 Behaviour of Invitees

25.1 An Owner or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or occupier of another lot or of any person lawfully using the Common Property.

25.2 The Owner or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or occupier or their invitees.

25.3 An Owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with these rules.

25.4 The duties and obligations imposed by these rules on an Owner or occupier of a lot shall be observed not only by the Owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such Owner or occupier.

25.5 Where the Body Corporate expends money to make good damage caused by a breach of these rules by an Owner or occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the Owner or Occupier of a lot or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the lot at a time when the breach occurred.

25.6 An Owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.

26 Notice of Defect

An Owner or occupier of a lot shall give the Committee and/or the Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee shall have the authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the building as often as may be necessary.

27 Display Unit

While Sunland or any marketing agent or nominee of Sunland Group Ltd remains an Owner of any lot, it and its officers, servants and/or agents shall be entitled to use any lot or lots of which it remains an Owner as a display unit and shall be entitled to allow prospective purchasers to inspect any such unit and for such purposes shall be entitled to use such signs, advertising or display material in or about the unit and Common Property as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the land on the Plan and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

28 Body Corporate Empowered to enter into Agreements

Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Regulations or elsewhere under these rules, the Body Corporate shall be empowered to enter into with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide an agreement or agreements for the purpose of better seeing to the proper functioning, operation and management of the land described in the Plan or improvements on the said land or for the purpose of ensuring the proper functioning of the duties and power of the Body Corporate and Sunland (or its nominee) relating to the maintenance of any undeveloped parts of the Land. Any such agreement shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

29 Sunland Permitted to Use Common Property to Carry Out Construction Works

Until all lots in the Plan are fully constructed, Sunland (and its agents and contractors) has the authority of the Body Corporate to access Common Property for construction purposes including the moving of construction traffic to any lot or Common Property.

30 Committee may Employ

The Committee may employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

31 Correspondence

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

32 Requests to the Secretary

An Owner of a lot shall direct all requests for consideration of any particular matter to be referred to the Committee, to the Secretary and not to the Chairperson or any member of the Committee.

33 Notices

An owner or occupier of a lot, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Committee or of any statutory authority.

34 Copy of Rules to be Produced upon Request

Where any lot or Common Property is leased or rented, otherwise than to an Owner of a lot, the lessor or, as the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for his inspection a copy of these rules for the time being in force in respect of the Plan.

35 Non Compliance

35.1 If an Owner has not complied with these rules within 14 days after service of a notice by the Body Corporate specifying any non-compliance, and the non-compliance relates to performance of any works required to be performed by an Owner pursuant to these rules (other than the construction of a residence) the owner agrees to the following:

35.1.1 allow the Body Corporate, its employees, contractors, or agents to enter the Lot and rectify the non-compliance ;

35.1.2 if the Body Corporate exercises its power to rectify non-compliance, pay to the Body Corporate any charges levied against the Owner in respect of the cost of the works performed as a result of non-compliance which (until paid) are and shall be a charge on the Lot;

35.1.3 accept a certificate signed by the Secretary of the Body Corporate as prima facie proof of the costs and expenses incurred by the Body Corporate to rectify the Owner's non-compliance with these rules ;

35.1.4 pay interest at the rate of 2% below the rate prescribed under the Penalty Interest Rates Act 1983 on all monies outstanding under these rules until they are repaid.

35.1.5 agree that any payments made for the purpose of these rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Body Corporate and then applied in repayment of the principal sum.

- 35.2 If an Owner has not complied with these rules within 14 days after service of a notice from the Body Corporate pursuant to the preceding clause, the Body Corporate may take action in a Court of competent jurisdiction to compel the Owner to comply with these rules.

36 Grant of Proxy and Attorney

Each Owner must (if the Owner has not already done so or if called upon by Sunland to do so) immediately do the following:

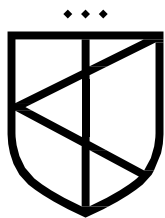
- 36.1 grant to Sunland a proxy and attorney exercisable from the Settlement Date until the expiration of one year from the Settlement Date ;
- 36.2 grant the proxy and attorney on terms that :
- 36.2.1 the Owner irrevocably appoints Sunland as his proxy to vote at meetings of the Body Corporate and also irrevocably appoints Sunland as his attorney ("the Attorney") with power to do all matter of things of every kind and nature which the Owner could do if personally present and acting ;
 - 36.2.2 the owner ratifies and agrees to ratify everything done or caused to be done by Sunland as Attorney under such power of attorney ; and
 - 36.2.3 the Owner indemnifies each Attorney on demand against each claim, action, proceeding, judgement, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Attorney in connection with the exercise of any of the powers and authorities conferred by the power of attorney ;
- 36.3 the Owner indemnifies its Attorney on demand against any claim, action, proceeding, judgement, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Attorney in connection with the exercise of any of the powers or authorities confirmed by the proxy or attorney granted in accordance with this Code ; and
- 36.4 a Owner and Sunland must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by these Rules.

37 Reselling of a Lot

An Owner agrees that they will not sell or lease his lot to the Department of Human Services or the Minister for the time being responsible for the Department of Human Services.

38 Application of Standard Rules

To the extent of any inconsistency with these Body Corporate Rules and Regulations, the rules set out in Form 1 of the *Subdivision (Body Corporate) Regulations 2001* will apply to the Body Corporate. In the event of such inconsistency, these rules are to be construed widely having regard to the objectives set out in clause 2.



**The
Knight**

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PO Box 678
Malvern Victoria 3144

Effective 1 December 2021
Owners Corporation Regulations 2018
Schedule 2
Regulation 8

Model Rules for an Owners Corporation

1 Health Safety and Security

Insight, integrity
& results.

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste Disposal

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

1.4 Smoke penetration

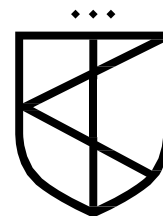
A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

Caulfield
Level 1/204 Balaclava Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street



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

2 Committees & Sub-Committees

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

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

3 Management & Administration

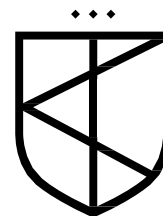
3.1 Metering of services and apportionment of costs of services

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

4 Use of Common Property

4.1 Use of Common Property

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



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

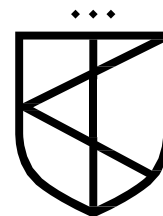
4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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



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

5 Lots

5.1 Change of use of lots

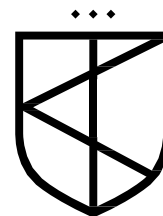
An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

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

5.2 External appearance of lots

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



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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

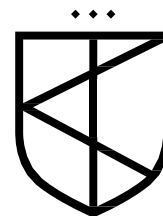
An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise & other nuisance control

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

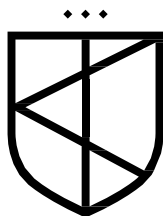
7 Dispute resolution

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



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

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**The
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Subdivision (Body Corporate) Regulations 2001
S.R. No. 28/2001

SCHEDULE FORM 1

Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001

Subdivision Act 1988

STANDARD RULES

Insight, integrity
& results.

Use of common property and lots

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

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

Caulfield
Level 1/204 Balaclava Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street



Client:
OC438603B
C/ - The Knight
PO BOX 678
MALVERN VIC 3144

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

Policy Type:	Residential Strata	Period of Insurance:	From:	17/09/2024
Policy Number:	HU0000004690		To:	17/09/2025
Client Reference:	VIC - 11879			

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

Insured: OC438603B

Situation Address: 1-129 Sovereign Manors Crescent, Rowville, VIC 3178

No. of Units / Lots: 129

Policy Details:

Policy 1:	Insured Property - Building	\$71,130,000
	Insured Property - Common Area Contents	\$300,000
	Insured Property - Loss of Rent/Temporary Accommodation	\$10,669,500
	Insured Property - Optional Paint Benefit (NSW only):	Not Insured
Policy 2:	Public or Legal Liability:	\$30,000,000
Policy 3:	Voluntary Workers - Limit	\$200,000
	Voluntary Workers - Weekly Benefit	\$2,000
Policy 4:	Workers Compensation (NSW, ACT, TAS & WA Only)	Not Insured
Policy 5:	Fidelity Guarantee:	\$250,000
Policy 6:	Office Bearer's Legal Liability:	\$20,000,000
Policy 7:	Machinery Breakdown:	Not Insured
Policy 8:	Catastrophe Insurance - Insured Property	\$21,339,000
	Catastrophe Insurance - Extended Cover Rent/Temp Accommodation	\$3,200,850
	Catastrophe Insurance - Accommodation/Storage	\$1,066,950
	Catastrophe Insurance - Cost of Storage & Evacuation	\$1,066,950
Policy 9:	Government Audit Costs	\$25,000
	Appeal Expenses – Common Property - Health and Safety Breaches:	\$100,000
	Legal Defence Expenses:	\$50,000

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

Excesses:

Legal Defence Expenses each and every claim:	\$1,000
Policy 1 - Insured Property. Standard Excess:	\$5,000
Flood Excess:	\$5,000

Endorsements:**Terrorism endorsement**

You have disclosed that:

- a. 20% or more of the Building's area is used for a non-residential purpose; OR
- b. the Building Sum Insured shown above is equal to or greater than \$50,000,000.

Based on Your disclosure this Policy (or part thereof) is a policy to which the Terrorism Insurance Act 2003 (the Act) applies. We have reinsured Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). We are required to pay a premium to the ARPC, and that amount, together with the cost of that part of the cover provided by them and administrative costs associated with the legislation, is reflected in the premium charged to You.

This additional premium totals \$3,583.95 and is subject to government taxes and charges, such as GST and Stamp Duty, where applicable.

As Your disclosure indicates that the Act now applies to this policy, the General Exclusion 'Act of Terrorism' is deleted and replaced with the following.

1. Act of Terrorism

Death, injury, illness, loss, damage, liability, cost or expense directly or indirectly caused by, contributed to, resulting from or arising out of, or in connection with any:

- a. Act of Terrorism, regardless of any other cause or event contributing concurrently or in any sequence to the loss;
- b. action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.

Insurer Details:

Policy Wording:	QM562-1023
Insurer:	CHU Underwriting Agencies Pty Ltd
Supporting Insurer:	QBE Insurance (Australia) Limited
Proportion:	100%
Commission:	\$0.00

Important Notices:**Policy Conditions and Exclusions**

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

Insurance Brokers Code of Practice & External Dispute Resolution Service



A NEW BENCHMARK IN STRATA.

ABN 53 157 850 827
AFSL 425966

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

Very Important Notice

Your Duty of Disclosure

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

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

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

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

Non-Disclosure

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

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

Liability Insurance

Claims occurring and claims-made

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

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

Hold Harmless

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



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0000004690
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	17/09/2024 to 17/09/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 438603
Situation	1 SOVEREIGN MANORS CRESCENT ROWVILLE VIC 3178
Additional description	1 KAROO ROAD ROWVILLE VIC 3178

Policies Selected

Policy 1 – Insured Property

Building: \$71,130,000
Common Area Contents: \$300,000
Loss of Rent & Temporary Accommodation (total payable): \$10,669,500

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers’ Legal Liability

Sum Insured: \$20,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Sum Insured: \$21,339,000
Extended Cover - Loss of Rent & Temporary Accommodation: \$3,200,850
Escalation in Cost of Temporary Accommodation: \$1,066,950
Cost of Removal, Storage and Evacuation: \$1,066,950

Policy 8 – Government Audit Costs and Legal Expenses

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



Legal Defence Expenses: \$50,000

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

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

02/09/2024

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



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0000004690
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	17/09/2024 to 17/09/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 438603
Situation	1 SOVEREIGN MANORS CRESCENT ROWVILLE VIC 3178
Additional description	1 KAROO ROAD ROWVILLE VIC 3178

Policies Selected

Policy 1 – Insured Property

Building: \$71,130,000
Common Area Contents: \$300,000
Loss of Rent & Temporary Accommodation (total payable): \$10,669,500

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Fidelity Guarantee

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Policy 5 – Office Bearers’ Legal Liability

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Not Selected

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Flood Cover is included.

Date Printed

02/09/2024

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

21 February 2025

Property Information Certificate
BUILDING ACT 1993
Building Regulations 2018 (Regulation 51)

Landata
DX 250639
MELBOURNE

Property Address:	Lot: 67 No: 67 Sovereign Manors Crescent, ROWVILLE VIC 3178
Your Ref:	75770028-018-7 - Part 1 only
Council Ref:	PIC/2025/249

Details of any building permits issued in the preceding ten (10) years:

Council File Reference No:	Building Permit Date of Issue:	Description of Building Works:	Occupancy Permit/ Final Certificate No:	Approval Date of Issue:
No discoveries have been made.				

Are there any outstanding Building Orders or Notices issued against the property?		NO
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Important: There may be other building regulatory matters currently under investigation that are not listed in the table above. It is recommended to enquire with the property owner or agent whether there are any other outstanding building compliance matters to be addressed (including illegal building works, swimming pool and spa safety matters).

We trust the above information will be of assistance. For further information, please contact us on 03 9298 8125.

Regards,

Business Support - City Planning and Building
Knox City Council

For further information about this property you can also visit: [Property and parcel search \(land.vic.gov.au\)](https://land.vic.gov.au)



LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION) REGULATIONS 2021

Landata (Web Service)
LEVEL 12/2 Lonsdale St
MELBOURNE VIC 3000

APPLICANT REFERENCE: 75770028-016-3:53076
DATE: 07-Feb-2025
CERTIFICATE NO. 106424



BILLER CODE: 18077
REF. NO. 1553982

This certificate PROVIDES information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by 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.

ASSESSMENT NO: 1553982

PROPERTY LOCATION: 76 Sovereign Manors Crescent
ROWVILLE VIC 3178

VALUATIONS

TITLE DETAILS: LOT 76 PS 438603

SITE VALUE: \$90,000
CAPITAL IMPROVED VALUE: \$820,000
NET ANNUAL VALUE: \$41,000

RELEVANT DATE: 01/01/2024
OPERATIVE DATE: 01/07/2024

VERBAL CONFIRMATION OF RATES & CHARGES SHOWN ON THIS CERTIFICATE WILL BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.

PROPERTY RATES & CHARGES FOR THE FINANCIAL YEAR ENDING 30/6/2025

<u>RATES & CHARGES</u>	<u>LEVIED</u> \$	<u>BALANCE</u> \$
ARREARS (RATES, WASTE, INTEREST, FSPL, LLCC) B/F 30/6/2024 DUE AND PAYABLE IMMEDIATELY		\$0.00
INTEREST	\$0.00	
LEGAL COSTS	\$0.00	
Municipal Rates	\$1,201.30	
Optional Waste Charges	\$125.75	
Residential Waste Charges	\$428.20	
Optional Organics Waste Charges	\$0.00	
State Fire Services Property Levy	\$203.30	
State Landfill Levy	\$0.00	
SUB TOTAL RATES AND CHARGES DUE	\$1,958.55	\$1,958.55
PENSION REBATE	\$0.00	
RECEIPTS	\$-980.55	
TOTAL RATES AND CHARGES DUE		\$978.00
SPECIAL RATES /SPECIAL CHARGES		
		\$0.00

OPEN SPACE CONTRIBUTION

TOTAL OUTSTANDING		\$ 978.00
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RATES NOT BEING PAID BY INSTALMENTS ARE DUE AND PAYABLE IN FULL BY 15 FEBRUARY 2025 AND INTEREST AT THE RATE OF 10% WILL CONTINUE TO ACCRUE ON ANY OVERDUE RATES AND CHARGES UNTIL PAID IN FULL

LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LAND INFORMATION CERTIFICATE REGULATIONS 2021

CERTIFICATE NO: 106424

The Local Government Act 1989, Section 175, requires all arrears amounts to be paid in full immediately upon settlement.

PROPERTY LOCATION LOT 76 PS 438603

AVPCC 120 Single Unit Villa Unit Townhouse

NOTICES AND ORDERS

There are no conditions associated with this property.

FLOOD LEVEL

THIS COUNCIL DOES NOT SPECIFY FLOOD LEVELS

Information in regard to any designated Flood Level may be obtained from Land Development Team Melbourne Water.

POTENTIAL LIABILITIES

Notices and Orders issued as described above:

NOTE: Directions to clear FIRE HAZARDS will be issued to all owners of vacant land during the high fire danger period. Although there may be no charge shown on this Certificate it is possible that a charge will exist by the settlement date.

ADDITIONAL INFORMATION

The owner of this property has a current direct debit authority for the payment of rates and charges. Please be mindful of this in the lead up to a settlement. Owners are fully responsible for cancelling direct debit authorisations.

I acknowledge having received the sum of \$29.70 being the fee for this certificate.

Delegated Officer: .



Authorised By: S Furnston



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Skilled Conveyancing Services Pty Ltd
C/- Triconvey (Reseller)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 76 76 SOVEREIGN MANORS
CRESCENT ROWVILLE 3178
76 PS 438603

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
56S//18272/25	LANDATA CER 75770028-027-9	07 FEBRUARY 2025	48573794

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/01/2025 to 31/03/2025	\$21.79
Melbourne Water Corporation Total Service Charges	01/01/2025 to 31/03/2025	\$30.52

(b) By South East Water

Water Service Charge	01/01/2025 to 31/03/2025	\$22.58
Sewerage Service Charge	01/01/2025 to 31/03/2025	\$98.05
Subtotal Service Charges		<u>\$172.94</u>
Payments		\$172.94
TOTAL UNPAID BALANCE		\$0.00

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways and Drainage Group for information available to Melbourne Water on the effect of overland flows on this property. (Telephone 9679-7517)

The Lysterfield West Drainage Scheme pipeline & Corhanwarrabul Creek is located in the vicinity of the property. For further information contact Melbourne Water on 9679-7517.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

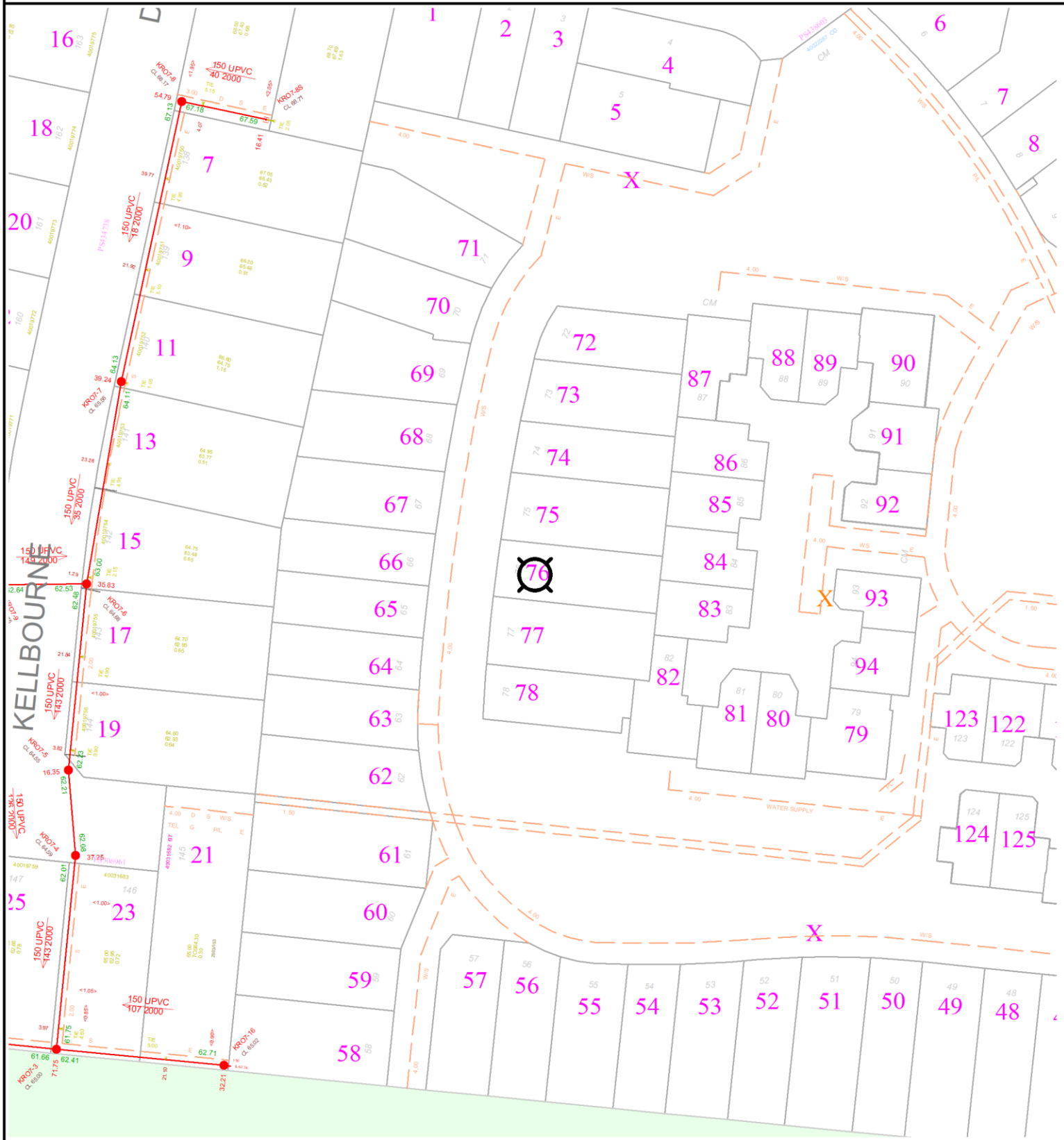
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary

Melbourne Water Assets

Sewer Main

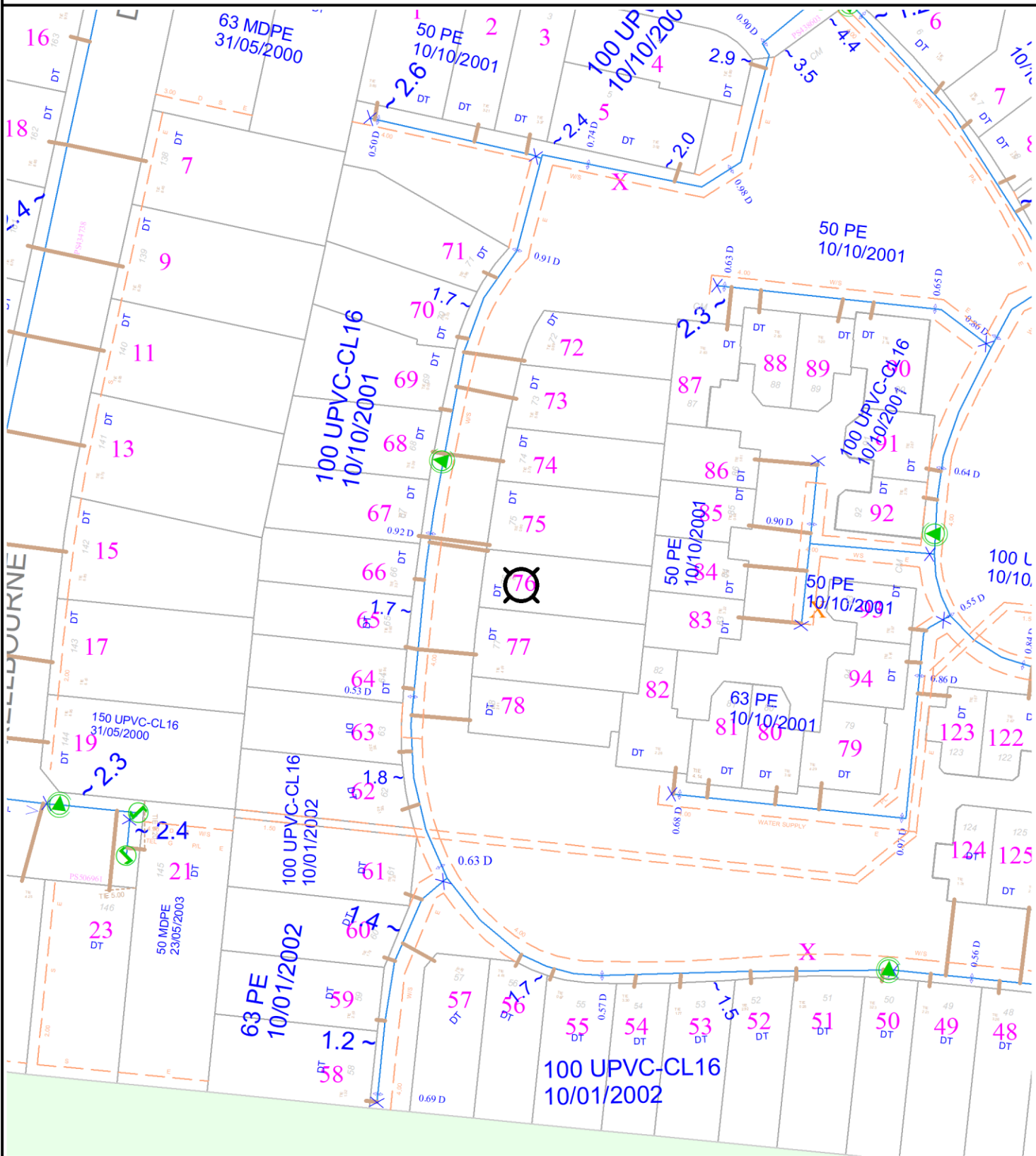
Maintenance Hole

Underground Drain

Channel Drain

Natural Waterway

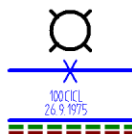
Underground Drain M.H.



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary



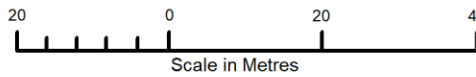
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

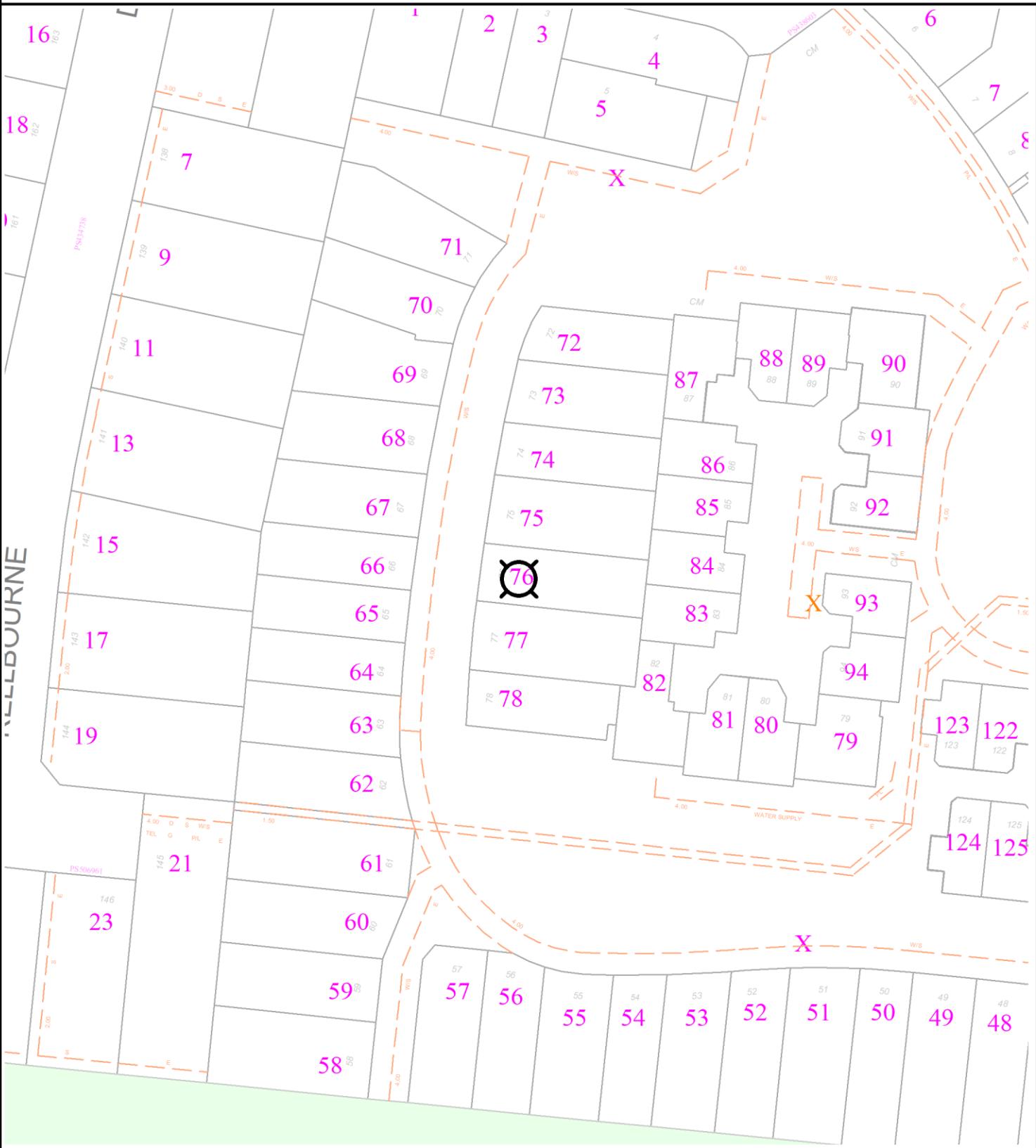
Property: Lot 76 76 SOVEREIGN MANORS CRESCENT ROWVILLE 3178



Case Number: 48573794



Date: 07FEBRUARY2025



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement		Recycled Water Main & Services		Offset from Boundary

Property Clearance Certificate

Land Tax



INFOTRACK / SKILLED CONVEYANCING SERVICES PTY LTD

Your Reference:	2025-02/1727
Certificate No:	83314634
Issue Date:	07 FEB 2025
Enquiries:	ESYSPROD

Land Address: 76 SOVEREIGN MANORS CRESCENT ROWVILLE VIC 3178

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29179519	76	438603	10621	446	\$500.00

Vendor: NATALIE AQUILINA
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MISS NATALIE ANN AQUILINA	2025	\$90,000	\$500.00	\$0.00	\$500.00

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

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$820,000
SITE VALUE (SV):	\$90,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$500.00



Notes to Certificate - Land Tax

Certificate No: 83314634

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 = \$500.00

Taxable Value = \$90,000

Calculated as \$500 plus (\$90,000 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,200.00

Taxable Value = \$820,000

Calculated as \$820,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 83314634

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: 83314634

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 / SKILLED CONVEYANCING SERVICES PTY LTD

Your Reference:	2025-02/1727
Certificate No:	83314634
Issue Date:	07 FEB 2025
Enquires:	ESYSPROD

Land Address: 76 SOVEREIGN MANORS CRESCENT ROWVILLE VIC 3178					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
29179519	76	438603	10621	446	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$820,000
SITE VALUE:	\$90,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 83314634

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 / SKILLED CONVEYANCING SERVICES PTY LTD

Your Reference:	2025-02/1727
Certificate No:	83314634
Issue Date:	07 FEB 2025

Land Address: 76 SOVEREIGN MANORS CRESCENT ROWVILLE VIC 3178

Lot	Plan	Volume	Folio
76	438603	10621	446

Vendor: NATALIE AQUILINA
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: 83314634

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><div>Billers Code: 416073 Ref: 83314633</div></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><div>Ref: 83314633</div></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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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1108309

APPLICANT'S NAME & ADDRESS

SKILLED CONVEYANCING SERVICES PTY LTD C/-
TRICONVEY (RESELLER) C/- LANDATA

DOCKLANDS

VENDOR

AQUILINA, NATALIE ANN

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

357127

This certificate is issued for:
LOT 76 PLAN PS438603 ALSO KNOWN AS 76 SOVEREIGN MANORS CRESCENT ROWVILLE
KNOX CITY

The land is covered by the:
KNOX PLANNING SCHEME

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

The land:
- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

07 February 2025
Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

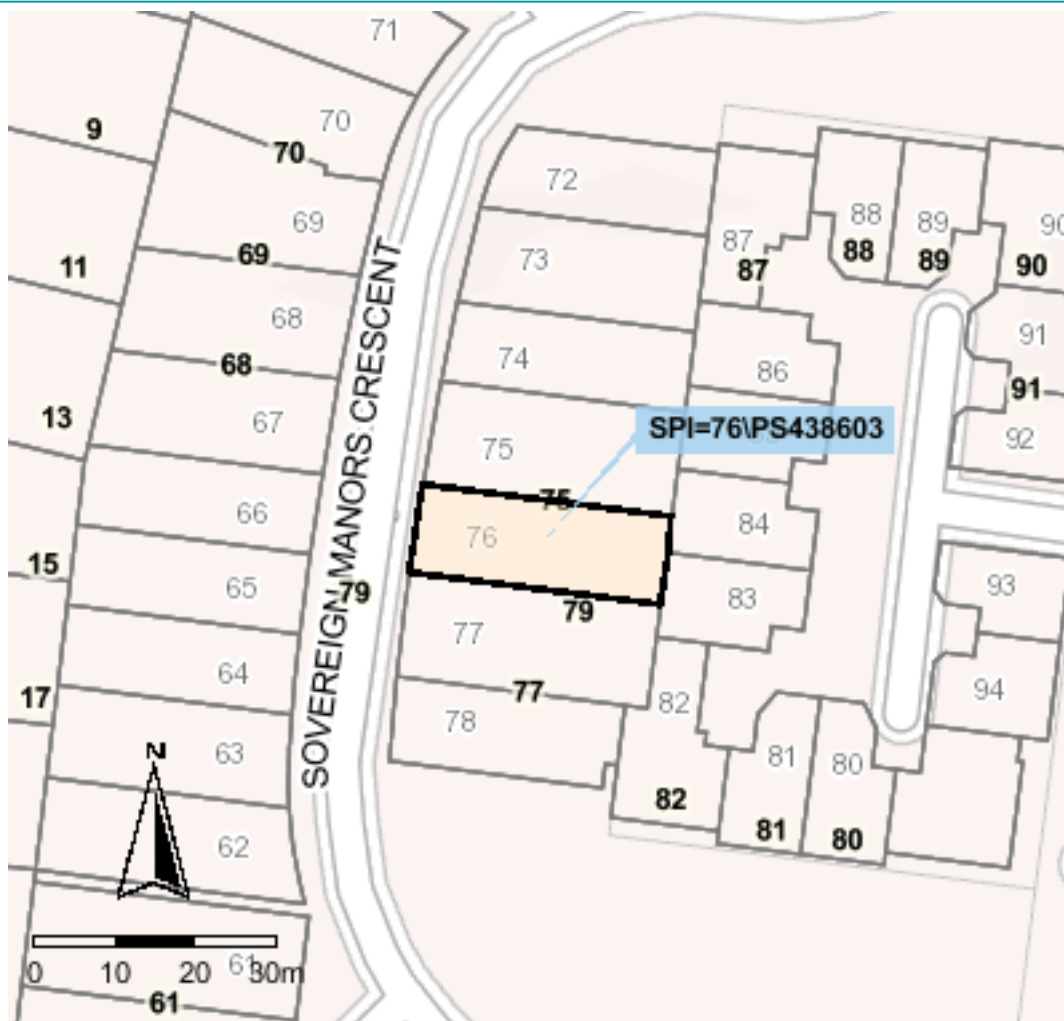
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PROPERTY REPORT

From www.land.vic.gov.au at 13 March 2025 04:06 PM

PROPERTY DETAILS

Address: **76 SOVEREIGN MANORS CRESCENT ROWVILLE 3178**

Lot and Plan Number: **Lot 76 PS438603**

Standard Parcel Identifier (SPI): **76\PS438603**

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

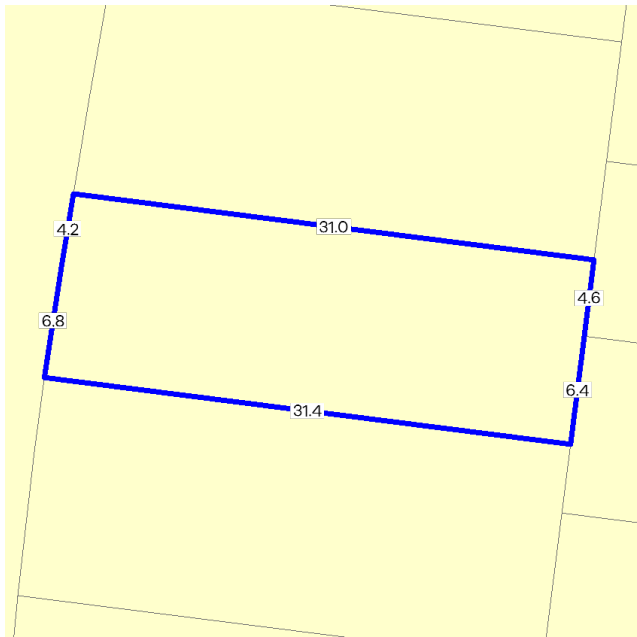
Council Property Number: **155398**

Directory Reference: **Melway 73 G10**

www.knox.vic.gov.au

SITE DIMENSIONS

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



Area: 344 sq. m

Perimeter: 84 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: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **ROWVILLE**

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

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 13 March 2025 04:12 PM

PROPERTY DETAILS

Address: **76 SOVEREIGN MANORS CRESCENT ROWVILLE 3178**
Lot and Plan Number: **Lot 76 PS438603**
Standard Parcel Identifier (SPI): **76\PS438603**
Local Government Area (Council): **KNOX**
Council Property Number: **155398**
Planning Scheme: **Knox**
Directory Reference: **Melway 73 G10**

www.knox.vic.gov.au

[Planning Scheme - Knox](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **ROWVILLE**

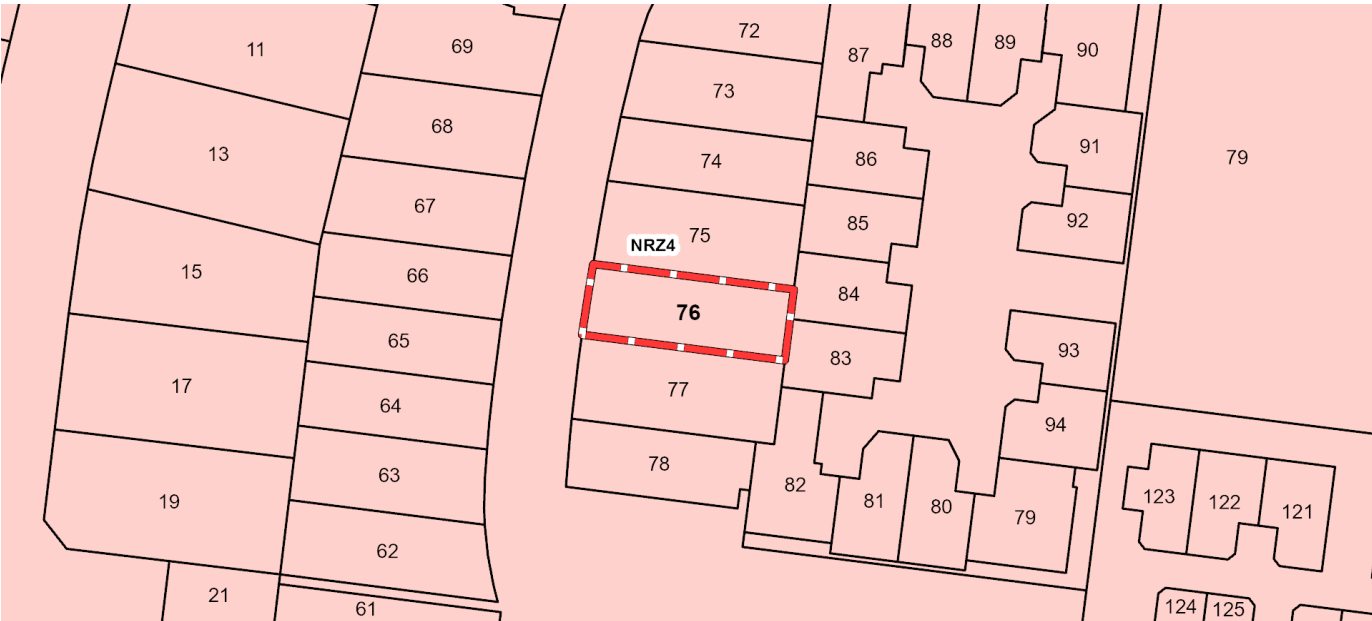
OTHER

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

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)
[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 \(NRZ4\)](#)



NRZ - Neighbourhood Residential

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

Planning Overlays

No planning overlay found

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Further Planning Information

Planning scheme data last updated on 13 March 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 affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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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).

32.09
31/07/2018
VC148

NEIGHBOURHOOD RESIDENTIAL ZONE

Shown on the planning scheme map as **NRZ** with a number (if shown).

Purpose

- To implement the Municipal Planning Strategy and the Planning Policy Framework.
- To recognise areas of predominantly single and double storey residential development.
- To manage and ensure that development respects the identified neighbourhood character, heritage, environmental or landscape characteristics.
- To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.09-1
27/03/2017
VC110

Neighbourhood character objectives

A schedule to this zone must contain the neighbourhood, heritage, environment or landscape character objectives to be achieved for the area.

32.09-2
14/01/2025
VC237

Table of uses

Section 1 - Permit not required

Use	Condition
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast)	
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. Must be located in an existing building. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. Must not require a permit under Clause 52.06-3.
Place of worship	The gross floor area of all buildings must not exceed 250 square metres.

KNOX PLANNING SCHEME

Use	Condition
	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. Must not require a permit under Clause 52.06-3.
Racing dog husbandry	Must be no more than 2 animals.
Railway	
Residential aged care facility	
Rooming house	Must meet the requirements of Clause 52.23-2.
Small second dwelling	Must be no more than one dwelling existing on the lot. Must be the only small second dwelling on the lot. Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.
Tramway	
Any use listed in clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dwelling, Residential aged care facility, Rooming house and Small second dwelling)	
Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience restaurant	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience shop	The leasable floor area must not exceed 80 square metres.
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Food and drink premises (other than Convenience restaurant and Take away food premises)	

KNOX PLANNING SCHEME

Use	Condition
Grazing animal production	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Office (other than Medical centre)	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)	
Plant nursery	
Retail premises (other than Convenience shop, Food and drink premises, Market and Plant nursery)	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
Service station	<p>The site must either:</p> <ul style="list-style-type: none"> ■ Adjoin a commercial zone or industrial zone. ■ Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. <p>The site must not exceed either:</p> <ul style="list-style-type: none"> ■ 3000 square metres. ■ 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour

KNOX PLANNING SCHEME

Use

Animal production (other than Grazing animal production)

Animal training

Cinema based entertainment facility

Domestic animal boarding

Extractive industry

Horse husbandry

Industry (other than Automated collection point and Car wash)

Motor racing track

Nightclub

Saleyard

Small second dwelling - if the Section 1 condition is not met

Transport terminal

Warehouse (other than Store)

Subdivision

Permit requirement

A permit is required to subdivide land.

An application to subdivide land that would create a vacant lot less than 400 square metres capable of development for a dwelling or residential building, must ensure that each vacant lot created less than 400 square metres contains at least 25 percent as garden area. This does not apply to a lot created by an application to subdivide land where that lot is created in accordance with:

- An approved precinct structure plan or an equivalent strategic plan;
- An incorporated plan or approved development plan; or
- A permit for development.

A schedule to this zone may specify a minimum lot size to subdivide land. Each lot must be at least the area specified for the land, except where an application to subdivide land is made to create lots each containing an existing dwelling or car parking space, where an application for the existing dwelling or car parking space was made or approved before the approval date of the planning scheme amendment that introduced this clause 32.09 into the planning scheme.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

32.09-3
14/12/2023
VC253

KNOX PLANNING SCHEME

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision. 	Clause 59.02
Subdivide land into 2 lots if: <ul style="list-style-type: none"> ▪ The construction of a building or the construction or carrying out of works on the land: <ul style="list-style-type: none"> – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot. 	Clause 59.02

32.09-414/12/2023
VC253**Construction or extension of a dwelling, small second dwelling or residential building****Minimum garden area requirement**

An application to construct or extend a dwelling, small second dwelling or residential building on a lot must provide a minimum garden area as set out in the following table:

Lot size	Minimum percentage of a lot set aside as garden area
400 - 500 sqm	25%
Above 500 - 650 sqm	30%
Above 650 sqm	35%

This does not apply to:

- An application to construct or extend a dwelling, small second dwelling or residential building on a lot if:
 - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
 - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.09-4 on the approval date of Amendment VC110.

32.09-514/12/2023
VC253**Construction and extension of one dwelling on a lot****Permit requirement**

A permit is required to construct or extend one dwelling on a lot less than 300 square metres.

A permit is required to construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres and the fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

KNOX PLANNING SCHEME**VicSmart applications**

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct or extend a dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54:</p> <ul style="list-style-type: none"> ▪ A3 Street setback. ▪ A10 Side and rear setbacks. ▪ A11 Walls on boundaries. ▪ A12 Daylight to existing windows. ▪ A13 North-facing windows. ▪ A14 Overshadowing open space. ▪ A15 Overlooking. <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	Clause 59.14
Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres.	Clause 59.03

32.09-6
14/12/2023
VC253

Construction and extension of a small second dwelling on a lot**Permit requirement**

A permit is required to construct or extend a small second dwelling on a lot of less than 300 square metres.

A development must meet the requirements of Clause 54.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct or extend a small second dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54:</p> <ul style="list-style-type: none"> ▪ A3 Street setback. ▪ A9 Building setback. ▪ A9.1 Safety and accessibility. ▪ A10 Side and rear setbacks. 	

KNOX PLANNING SCHEME

Class of application	Information requirements and decision guidelines
<ul style="list-style-type: none"> ▪ A11 Walls on boundaries. ▪ A12 Daylight to existing windows. ▪ A13 North-facing windows. ▪ A14 Overshadowing open space. ▪ A15 Overlooking. <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	

32.09-7
14/12/2023
VC253

Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.06-2.

A development must meet the requirements of Clause 55.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct or extend a front fence within 3 metres of a street if the fence is associated with 2 or more dwellings on a lot or a residential building.	Clause 59.03

Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

KNOX PLANNING SCHEME

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC174, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.09-8
14/12/2023
VC253

Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B6, B8, B9, B13, B17, B18, B28 and B32 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

32.09-9
15/03/2024
VC256

Residential aged care facility

Permit requirements

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

32.09-10
14/12/2023
VC253

Buildings and works associated with a Section 2 use

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.09-2.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
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Construct a building or construct or carry out works where: Clause 59.04

- The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or
- The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and
- The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes:
 - A10 Side and rear setbacks.
 - A11 Walls on boundaries.
 - A12 Daylight to existing windows.
 - A13 North-facing windows.
 - A14 Overshadowing open space.
 - A15 Overlooking.

KNOX PLANNING SCHEME

Class of application

Information requirements and decision guidelines

For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.

If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.

32.09-11
14/12/2023
VC253

Maximum building height requirement for a dwelling, small second dwelling or residential building

A building must not be constructed for use as a dwelling, small second dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 9 metres; and
- the building must contain no more than 2 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

KNOX PLANNING SCHEME

Building height if land is subject to inundation

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

32.09-12

14/12/2023
VC253

Application requirements

An application must be accompanied by the following information, as appropriate:

- For a residential development, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The siting and use of existing and proposed buildings.
 - Adjacent buildings and uses, including siting and dimensioned setbacks.
 - The building form and scale.
 - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

32.09-13

14/12/2023
VC253

Exemption from notice and review

Subdivision

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

32.09-14

25/02/2025
VC257

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

General

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in the schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Housing Choice and Transport Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.

KNOX PLANNING SCHEME

- For subdivision of land for residential development, the objectives and standards of Clause 56.

Dwellings, small second dwellings and residential buildings

- For the construction and extension of one dwelling on a lot and a small second dwelling, the applicable objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55.

Non-residential use and development

In the local neighbourhood context:

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

32.09-15

14/12/2023
VC253

Signs

Sign requirements are at Clause 52.05. This zone is in Category 3.

32.09-16

14/12/2023
VC253

Transitional provisions

The minimum garden area requirements of Clause 32.09-4 and the maximum building height and number of storeys requirements of Clause 32.09-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
 - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
 - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
 - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.09-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

23/12/2020
GC172

SCHEDULE 4 TO CLAUSE 32.09 NEIGHBOURHOOD RESIDENTIAL ZONE

Shown on the planning scheme map as NRZ4 .

KNOX NEIGHBOURHOOD AREAS

1.0
23/12/2020
GC172

Neighbourhood character objectives

None specified

2.0
23/12/2020
GC172

Minimum subdivision area

None specified

3.0
26/04/2024
VC252

Requirements of Clause 54 and Clause 55

	Standard	Requirement
Minimum street setback	A3 and B6	Context: The site is on a corner. Minimum setback from side streets: Front walls of new development fronting the side street of a corner site should be setback at least the same distance as the setback of the front wall of any existing building on the abutting allotment facing the side street or 4.5 metres, whichever is the lesser. All other minimum setbacks from front streets and side streets as specified in the Table to Standard A3 and B6 continue to apply.
Site coverage	A5 and B8	None specified
Permeability	A6 and B9	None specified
Landscaping	B13	Provision of a minimum of one canopy tree per 175 square metres of the site area including: <ul style="list-style-type: none">a minimum of one canopy tree within each area of secluded private open space; anda minimum of one canopy tree within the front setback per 5 metres of width of the site (excluding the width of one driveway) Each tree should be surrounded by 20 square metres permeable surface with a minimum radius of 3 metres. Up to 50 per cent of the permeable surface may be shared with another tree.
Side and rear setbacks	A10 and B17	None specified
Walls on boundaries	A11 and B18	None specified
Private open space	A17	Private open space consisting of an area of 80 square metres or 20 per cent of the area of the lot, whichever is the lesser, but not less than 60 square metres. At least one part of the private open space should consist of secluded private open space with a minimum area of 40 square metres and a minimum dimension of 5 metres at the side or rear of the dwelling with convenient access from a living room.
	B28	Private open space consisting of:

KNOX PLANNING SCHEME

	Standard	Requirement
		<ul style="list-style-type: none">▪ An area of 80 square metres with one part of the private open space to consist of secluded private open space at the side or rear of the dwelling or residential building with minimum area of 60 square metres with a minimum dimension of 5 metres of secluded private open space with convenient access from a living room, or▪ A balcony of 8 square metres with a minimum width of 1.6 metres and convenient access from a living room, or▪ A roof-top area of 10 square metres with a minimum width of 2 metres and convenient access from a living room.
Front fence height	A20 and B32	Streets in a Transport Zone 2.2 metres. Other streets 1.2 metres

4.0
26/04/2024
VC252

Maximum building height requirement for a dwelling, small second dwelling or residential building

None specified

5.0
26/04/2024
VC252

Application requirements

The following application requirements apply to an application for a permit under Clause 32.09, in addition to those specified in Clause 32.09 and elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

- For developments of five or more dwellings and for residential buildings, a report which demonstrates how the proposal will be accessible to people with limited mobility.
- For developments of three or more dwellings and for residential buildings, an application must be accompanied by a Sustainable Design Assessment.

6.0
26/04/2024
VC252

Decision guidelines

None specified

joseph p borg. Building Inspector RBP IN-U-24736

Job No: 25149

Joseph Borg
Building inspector
RBP-U-24736

Building Inspector
Building Consultant
Accredited Mediator
Pest Management Technician

8 Pink Hill Blvd.
Beaconsfield 3807

Mb: **0410 545454**

Email: joe@houseinspection.services
A.B.N. 84 540 010 360



REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993
(OWNER-BUILDER CONSTRUCTION)

Site address: 76 Sovereign Manors Crescent Rowville
Commissioned By: Natalie Aquilina

Building inspection

Identification	Class 1 building	Outbuildings	Class 10 / 10b
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This report is a visual inspection of reasonable accessible parts of the property and this report does not cover Defects that are not reasonably visible or defects that have not yet arisen or enquiries to council or other authorities. This report is not a guarantee but an opinion of condition of the inspected property.

joseph p borg. Building Inspector RBP IN-U-24736

Job No: 25149

Please note that this is NOT a Pre-Purchase inspection and should not be considered as one. It is simply a statement of existing conditions required to enable appropriate insurance to be obtained and attached to the contract of sale as specified in Part 137B Building Act 1993.

Defects identified in the Insurance Report are those caused by bad workmanship or movement of foundations. The report does not necessarily refer to routine maintenance items (e.g. hair-line plaster cracks or jamming doors and windows) that are caused by normal shrinkage providing the workmanship was not defective.

Serious defects are defects that seriously affect the structural integrity of the property or require the substantial replacement of plumbing or electrical services. In the case of cracking, serious defects denote severe cracking as defined by Category 4 Appendix A – Australian Standard AS 2870.1 – 1988.

A person who constructs a building must not enter into a contract to sell the building under which the purchaser will become entitled to possess the building (or to receive the rent and profits from the building) within the prescribed period unless-

(a) In the case of a person other than a registered building practitioner-

(i) The person has obtained a report on the building from a prescribed building practitioner that contains the matters that are required by the Minister by notice published in the Government Gazette; and

(ii) The person obtained the report not more than 6 months before the person enters into the contract to sell the building; and

(iii) The person has given a copy of the report to the intending purchaser;

and

(b) The person is covered by the required insurance (if any); and

(c) The person has given the purchaser a certificate evidencing the existence of that insurance; and

(d) In the case of a contract for the sale of a home, the contract sets out the warranties implied into the contract by section 137C.

Unless otherwise stated;

No soil report or other material has been excavated or removed;

No plants or trees have been removed;

No samples have been taken or tested;

No fixtures, fittings, claddings or lining materials have been removed;

Building services have not been tested and registered/authorized persons should be contacted for approval of these services;

No enquiries of drainage, sewerage or water authorities have been made;

No plans or specifications or other contract documents have been sighted for the purpose of inspecting the works and providing a written report;

No special investigation of inspect attack (eg: borer, termite, etc) has been made and any reference to this has been made on a casual inspection.

REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION)	
Site Address:	76 Sovereign Manors Crescent Rowville

This report is a visual inspection of reasonable accessible parts of the property and this report does not cover Defects that are not reasonably visible or defects that have not yet arisen or enquiries to council or other authorities. This report is not a guarantee but an opinion of condition of the inspected property.

joseph p borg. Building Inspector RBP IN-U-24736

Job No: 25149

Date of report:	13/3/25	Date of inspection:	13/3/25
Weather conditions at time of inspection		Other <input type="checkbox"/> (please specify)Fine	

Name of prescribed building practitioner:		Joseph Borg IN-U-24736	
Address:	8 Pink Hill Blvd Beaconsfield 3807	Post Code:	3806
Signature:	<i>Joseph P Borg</i>		

Description of the building:
<p>This report relates to the following:</p> <ul style="list-style-type: none"> ➤ Veranda and deck ➤ Ensuite renovation ➤ Bathroom renovation ➤ Kitchen renovation. ➤ Painting where required
Services connected to the property and their condition:
Mains Water [x] Gas [x] Electricity [x] Sewer connection [x] SW discharge point [x]
Materials used in the construction:
<p>Veranda and deck</p> <ul style="list-style-type: none"> ➤ Posts pine framing ➤ Pitching beam 300 x 45 mm ➤ Rafters 190 x 45 mm ➤ Roof battens 70 x 45 mm ➤ Ridge 190 x 45 mm ➤ Collar ties 90 x 45 mm ➤ Proprietary brackets have been installed ➤ Spouting and down pipes have been installed ➤ Custom orb roof sheets ➤ Deck on existing concrete slab ➤ Joists 90 x 45 mm ➤ Composite deck boards <p>Ensuite renovation</p> <ul style="list-style-type: none"> ➤ Tiled shower base ➤ Shower screen ➤ Vanity and top ➤ Pan and cistern ➤ Tapware ➤ Wall and floor tiles <p>Bathroom renovation</p> <ul style="list-style-type: none"> ➤ Polymarble shower base ➤ Shower screen

This report is a visual inspection of reasonable accessible parts of the property and this report does not cover Defects that are not reasonably visible or defects that have not yet arisen or enquiries to council or other authorities. This report is not a guarantee but an opinion of condition of the inspected property.

<ul style="list-style-type: none"> ➤ Vanity and top ➤ Pan and cistern ➤ Tapware ➤ Pan and cistern ➤ Wall and floor tiles <p>Kitchen renovation.</p> <ul style="list-style-type: none"> ➤ Cupboards and tops ➤ Tiled splashback ➤ Sink and tapware ➤ (use existing appliances) <p>Painting where required</p>
Second Hand Materials used in the construction:
<ul style="list-style-type: none"> ➤ Nil
Site details
<ul style="list-style-type: none"> ➤ Veranda and deck ➤ Ensuite renovation ➤ Bathroom renovation ➤ Kitchen renovation. ➤ Painting where required
List of defects in the building/s: *
<ul style="list-style-type: none"> ➤ A permit has not been issued for the timber deck and veranda construction. ➤ The timber deck and veranda construction has not been tested in a permit application and may have items present that contravene the building regulations. ➤ This report is not intended to list all items that contravene the building regulations.
Areas of the building/s inaccessible at the time of inspection:
<ul style="list-style-type: none"> ➤ Foundations could not be verified. ➤ Footings could not be verified. ➤ Gauge of steel or stress grade of timbers could not be verified. ➤ Stormwater drainage system and discharge point cannot be confirmed. ➤ Waterproofing to wet areas could not be confirmed.
Condition and status of incomplete works:
<ul style="list-style-type: none"> ➤ Nil

* A report listing defects in the building/s to include but are not restricted to, conditions of the following building elements:

Site drainage	Footings	Subfloor
Frame	External walls	Internal walls and ceilings
Floor and wall tiling	External roof	Internal roof conditions
Built-in fittings/joinery	Doors/windows	Fireplaces/solid fuel heaters
Plumbing and drainage	Fixed appliances	Flyscreens
Driveways, paving, retaining walls, fencing, garages, carports, workshops, swimming pools or spas where constructed as part of the major domestic building contract.		

This report is a visual inspection of reasonable accessible parts of the property and this report does not cover Defects that are not reasonably visible or defects that have not yet arisen or enquiries to council or other authorities. This report is not a guarantee but an opinion of condition of the inspected property.

joseph p borg. Building Inspector RBP IN-U-24736

Job No: 25149

NB: A copy of any building permits issued, any occupancy permits or certificates of final inspection issued (as applicable), must be attached to this report or the section 32.

Documents attached to this report must remain with this report:

- A permit is not required for new for old replacement or renovation, such as bathrooms, kitchen, laundry etc.
- Alterations to a Building.
Alterations to a building are exempt from the requirement to obtain a building permit by item 4 of schedule 3 if the building work will not Adversely affect and will not increase or decrease the floor area. or will not adversely affect the safety of the public or occupiers of the building.

Joseph P Borg

Dip. BS.

RBP IN-U- 24736

Accredited Mediator.

Pest Management Technician



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Skilled Conveyancing Services Pty Ltd C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 357127

NO PROPOSALS. As at the 7th February 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

76 SOVEREIGN MANORS CRESCENT, ROWVILLE 3178
CITY OF KNOX

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

Date of issue: 7th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75770028 - 75770028130438 '357127'

LOTSEARCH REFERENCE
LS072837 PS

REPORT DATE
07 Feb 2025 13:10:42

CLIENT ID
154758884

ADDRESS
76 SOVEREIGN MANORS
CRESCENT, ROWVILLE VIC 3178

COUNCIL
Knox City



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOT/PLAN
Lot 76, PS438603

EPA Priority Sites Register Plus+

Disclaimer:

The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.

You should obtain independent advice before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.



LOTSEARCH

Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS072837 PS

REPORT DATE
07 Feb 2025 13:10:42

ADDRESS
76 SOVEREIGN MANORS
CRESCENT, ROWVILLE VIC 3178

EPA Priority Sites Register Plus+



- This report provides information sourced from freely available, public registers held by state environmental regulators and certain federal government agencies.
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries. Search results are provided for your property and the surrounding search area.
- Search results are categorised below, with search results and a site map provided on the following pages.



1. Contaminated Land Registers

No Records Identified

State environmental regulators have registers of known or notified contaminated land. These sites are typically those that pose the greatest environmental risk, and will often be actively managed, regulated or remediated.



2. Regulated Activities

No Records Identified

State regulators issue environmental licences, permits or authorisations, to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.



3. Contamination Investigations

No Records Identified

Government departments may undertake or enforce investigations into specific or suspected contamination issues. For example, investigation or management programs may be undertaken at airports or defence sites suspected of PFAS contamination. Further information on PFAS can be accessed [here](#).



4. Other Contamination Issues

No Records Identified

Government registers can identify other contamination issues. These registers can include but are not limited to pollution, penalty or clean up notices, and records that indicate restrictions on the use of groundwater.

HOW THIS REPORT HELPS


- **Be informed of potential contamination issues - this search simplifies access to multiple government information sources**
- **Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions**
- **Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence**
- **Be aware of potential problems from neighbouring properties - contamination ignores property boundaries**

WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.

- Visit our website or contact our support team to access more Lotsearch products & additional government searches
- Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies [ALGA](#) , [ACLCA](#) & [EIANZ](#).

 support@lotsearch.com.au

 +61 (02) 8287 0680

 lotsearch.com.au



Site Map

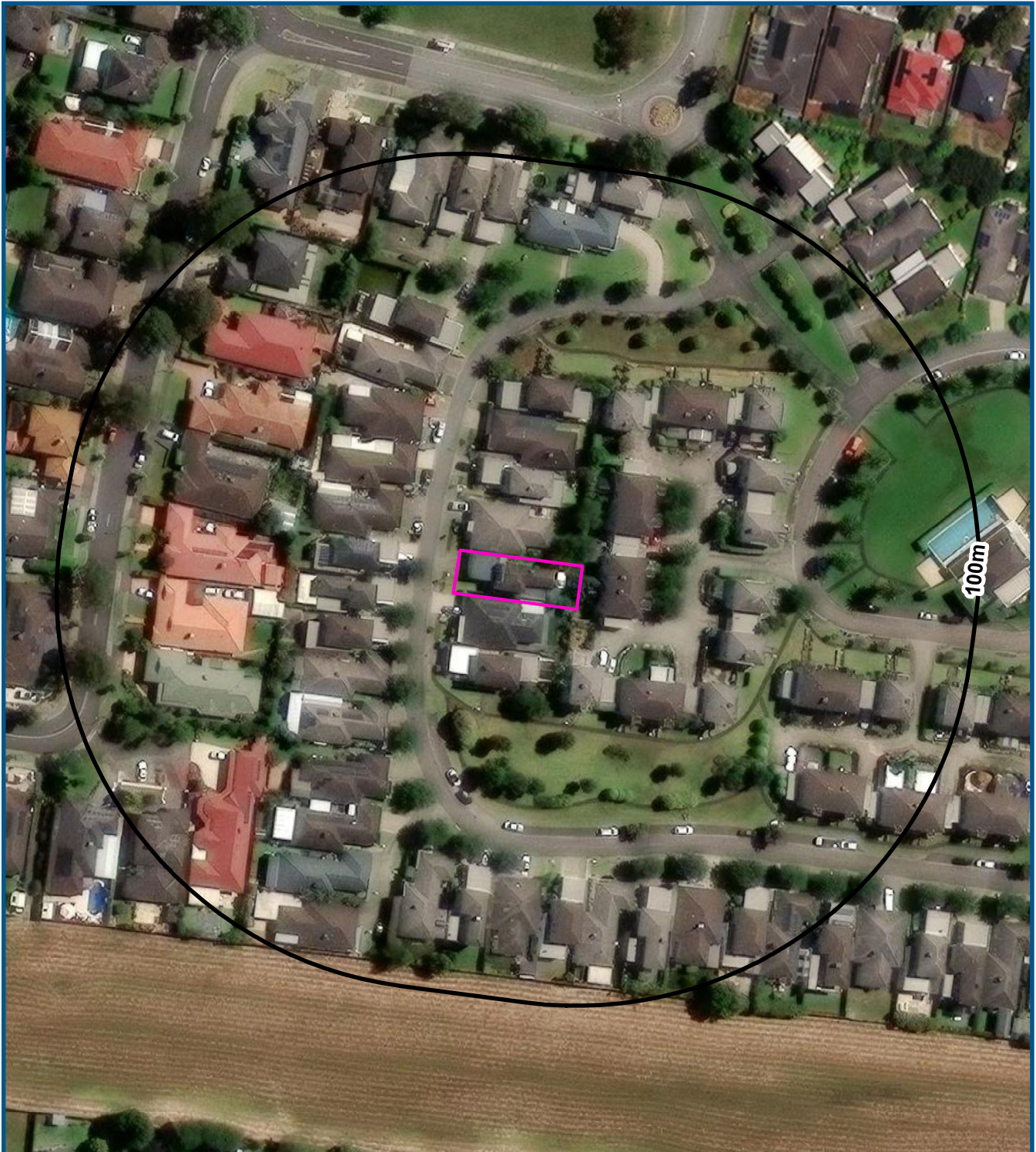
76 SOVEREIGN MANORS CRESCENT, ROWVILLE VIC 3178

LOTSEARCH REFERENCE


LS072837 PS

REPORT DATE

07 Feb 2025



LEGEND

-  Site Boundary
-  Search Area
-  Search Results

Data Source Aerial Imagery:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics,
CNES/Airbus DS, USDA, USGS, AeroGRID, IGN,
and the GIS UserCommunity





LOTSEARCH

Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS072837 PS

REPORT DATE
07 Feb 2025 13:10:42

Search Results

ADDRESS
76 SOVEREIGN MANORS
CRESCENT, ROWVILLE VIC 3178

The following table contains records that were identified specifically for your property, or areas or features covering your property:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records for your property were identified							

The following table contains records that were identified in the surrounding search area:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS072837 PS

REPORT DATE
07 Feb 2025 13:10:42

Data Sources

ADDRESS
76 SOVEREIGN MANORS
CRESCENT, ROWVILLE VIC 3178

The results in this report are based upon the following datasets only:

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	07/02/2025
EPA Site Management Orders	Environment Protection Authority Victoria	24/01/2025
EPA Register of Permissions	Environment Protection Authority Victoria	07/01/2025
Legacy EPA Licensed Activities	Environment Protection Authority Victoria	19/07/2022
Legacy EPA Works Approvals	Environment Protection Authority Victoria	13/12/2022
Legacy EPA Prescribed Industrial Waste	Environment Protection Authority Victoria	12/08/2020
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	24/01/2025
EPA Environmental Audit Reports	Environment Protection Authority Victoria	24/01/2025
Planning Scheme Overlay - Environmental Audits	VIC Department of Energy, Environment and Climate Action	07/01/2025
EPA PFAS Site Investigations	Environment Protection Authority Victoria	24/01/2025
Defence 3 Year Regional Contamination Investigation Program	Australian Department of Defence	18/11/2024
Airservices Australia National PFAS Management Program	Airservices Australia	04/02/2025
Defence PFAS Investigation & Management Program - Investigation Sites	Australian Department of Defence	04/02/2025
Defence PFAS Investigation & Management Program - Management Sites	Australian Department of Defence	04/02/2025
Former EPA Priority Sites & other Remedial Notices	Environment Protection Authority Victoria	25/10/2024
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	20/01/2025
EPA Victorian Landfill Register	Environment Protection Authority Victoria	21/11/2024

Useful Contacts

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