

Contract of Sale of Land

Property:

4 Autumn Crescent, Carrum Downs VIC 3201

Pro Choice Conveyancing

Suite 3, 121 Hall Road
CARRUM DOWNS VIC 3201

Tel: 9782 8866

Fax: 9782 8862

PO Box 8819, Carrum Downs VIC 3201

Ref: DME:CM:23/18624 s

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2023

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2023

Print names(s) of person(s) signing: Yamila Soledad Epifani and Stephen William Martin

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: Area Specialist Solutions
Address: 485 Cheltenham Road, Keysborough VIC 3173
Email: admin@areaspecialist.com.au
Tel: Mob: 0401 038 554 Fax: Ref: Marcus Washington

Vendor

Name: Yamila Soledad Epifani and Stephen William Martin
Address: 4 Autumn Crescent, Carrum Downs VIC 3201
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Pro Choice Conveyancing
Address: Suite 3, 121 Hall Road, Carrum Downs VIC 3201
PO Box 8819, Carrum Downs VIC 3201
Email: donna@prochoiceconveyancing.com.au
Tel: 9782 8866 Mob: Fax: 9782 8862 Ref: 23/18624 s

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12060 Folio 888	20	PS 716782Y

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 4 Autumn Crescent, Carrum Downs VIC 3201

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

All fixtures and fittings as inspected.

Payment

Price \$

Deposit \$ by (of which has been paid)

Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than

Approval
date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

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 the is 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 is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

5. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisition & 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 Schedule 1 to the Taxation Administration Act 1953 (Cwlth) 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 purpose 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 (Cwlth). 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 (Cwlth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act 1953 (Cwlth).
- 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 have regard to the vendor's interests and instructions that the representative must:
 - (a) Pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of 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 (Cwlth) 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 required to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth). 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 on the amount.

7. Electronic Conveyancing

Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law if the box on the 'Particulars' page is marked "EC".

- 7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 7.3 Each party must
 - (a) Be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law
 - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are. Or engage, a subscriber for the purposes of the Electronic Conveyancing National Law
 - (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 inclusions of a specific date for settlement in a workspace is not 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 institution in accordance with the instructions of the parties has occurred: or
 - (b) If there is no exchange of funds or value, in the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 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 off the workspace at the nominated settlement time, settlement in accordance with the special condition 2.6 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 this 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 vendors 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 vendors 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, 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 (Cwlth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cwlth) 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 (Cwlth) 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 legislations. 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 (Cwlth). 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 is 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 (Cwlth) 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 (Cwlth) 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 (Cwlth).
- 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 (Cwlth) if the vendor gives 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 frame 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 (Cwlth) 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 (Cwlth).
- 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. Building Approvals

In the event a structure or any building works on the land herein described has not been issued with a Permit or Final Inspection Certificate, the purchaser may be required to comply with the provisions of the Building Act and Building Regulations. The Purchaser will not call upon the Vendor to comply with any of the requirements and acknowledge they are responsible for any costs associated herein.

11. Easements

The Purchaser hereby acknowledged that there may be structures built over easements and that consent and/or relevant permits may not have been obtained from the relevant authorities. The Purchaser hereby acknowledges that they cannot withdraw from the Contract in the event that a structure has been built over an easement, without consent or relevant permits. Furthermore, that the Purchaser cannot make any claim against the Vendor, the Vendor's agent or the Vendor's Conveyancer, in this regard now or at any time in the future.

12. Swimming Pools/Spas/Ponds

In the event that a swimming pools, spa or pond is on the land herein described the purchaser may be required to comply with the provisions of the Building Act 1993 and Building Regulations 1994 and in particular Regulation 5.13, requiring provision of barriers to restrict access to the pool. The Purchaser will not call upon the Vendor to comply with any of the above requirements and acknowledges they are responsible for any costs associated therein.

In the event that there is a swimming pool or spa located on the property, the Purchaser acknowledges that it is their responsibility to register the pool with Council and obtain a Compliance Certificate or undertake any other requirements to meet Pool and Spa Registration requirements. Any work required to meet compliance is the responsibility of the Purchaser and the purchaser cannot make any claim for compensation or costs against the vendor.

13. Default

- 13.1 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the date specified in this Contract of Sale or any such date as may have been mutually agreed by both parties, then the Purchaser will pay to the Vendor interest on the balance owing under the Contract of Sale, at the rate of fifteen per centum per annum (15%) in lieu of the rate specified in General Condition 33, as well as the following expenses;
- a) Expenses payable by the Vendor under any existing loans secured over the property or other property of the vendor associated with this settlement including interest payable by the vendor;
 - b) The vendors legal costs and additional conveyancing expenses incurred due to the breach: including the cost of issuing any Default Notice prepared and served on the Purchaser agreed at a sum of \$880.00 including GST to the vendor's representative, per service;
 - c) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
 - d) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
 - e) Accommodation and removalist expenses that are additionally incurred as a result of the Purchaser's delay with settlement;

- 13.2 All costs and expenses incurred by the Vendor resulting from the Purchaser's breach of this Contract, which include the additional fees of the Vendor's Conveyancer and costs of the Notice of Default, should one have been served. Such costs and expenses are payable at settlement.
- 13.3 Rebooking fee and settlement fee payable to the Vendor's Conveyancer in the sum of \$220.00 plus any such fees levied by the Vendor's Mortgagee and third parties.

14. Variation of Contract

The Purchaser acknowledges that this Contract has been signed by both parties. If the Purchaser requests any variation of the Contract or extension of time, which for the avoidance of doubt but it not limited to changing settlement date, extension of finance/loan approval (for more than one), extension of time for the Purchaser to fulfill any condition set out in this Contract, the Vendor may incur further conveyancing costs as a result of the Purchaser's request/s. In this event the Purchaser irrevocably agrees to indemnify the Vendor for any additional conveyancing fees of \$220.00 for each separate request for the variation of time, on demand and that may be charged. Such amount should it be requested, shall be allowed by the Purchaser as an adjustment at settlement.

15. Rates Certificates

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

16. Condition of Walls

- (a) 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 picture or other decorative items, the Vendor will not be required or obliged to remove such implements if such items are removed, or to restore or reinstate the walls and the Purchaser buys the property subject to the condition of the walls the day of sale.
- (b) The Purchaser acknowledges that the Vendor has affixed, applied and/or installed fixtures & fittings on the walls of the property for the purposes of, but not limited to hanging pictures, shelving and/or TV brackets. The Purchaser will not call upon the Vendor to repair, rectify and/or reinstate any item or condition of the walls and doors of the dwelling.
- (c) The Purchaser acknowledges the provisions of GC 31. and will not call upon the Vendor to clean, maintain, repair or replace any fixtures, fittings or any item included in the sale of this property.

17. Solar Panels

The vendor makes no representation or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

18. Marketing material

The Purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and has relied solely on his own searches, enquiries, and due diligence.

19. Stamp duty

If the vendor or his agent has provided an estimate of the amount of stamp duty payable by the purchaser, the vendor gives no warranty, nor does he make any representation as to the actual amount of stamp duty that may be payable by the purchaser.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

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

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
 To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Vendor: Yamila Soledad Epifani and Stephen William Martin

Property: 4 Autumn Crescent, Carrum Downs VIC 3201

1. Financial matters in respect of the land

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges):

(a) Are as follows:

<u>Authority</u>	<u>Amount</u>
1. Frankston City Council	\$1,500.00 approx.
2. South East Water	\$1,000.00 approx.
3. Owners Corporation	\$1,780.00 approx.
a. Their total does not exceed \$4,500.00 approx.	
b. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:	

Nil to the Vendors knowledge.

2. Insurance details in respect of the land

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. Matters relating to land use

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

Is in the attached copies of Title documents.

- (b) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows:

None to the Vendors knowledge.

The Purchaser should note sewers, drains, water pipes, underground and/or overhead electricity pipes, if any, may be laid outside registered easements.

- (c) This land is not within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

- (d) There is access to the property by road.

4. Planning Scheme

Name of planning scheme	Frankston Planning Scheme
Name of responsible authority	Frankston City Council
Zoning of the land	General Residential Zone
Name of planning overlay	See attached

5. Notices made in respect of land

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

None to the Vendors Knowledge.

The Vendor has no means of knowing decisions of all public authorities and government departments affecting the property unless communicated to the Vendor.

6. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a residence):

Are contained in the attached certificates.

The Vendor provides no warranties in respect to any alterations, additions or improvements to the property which occurred prior to the Vendor becoming the registered proprietor.

7. Information relating to any owners corporation

The land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

A copy of the Owners Corporation Certificate is attached.

8. Growth areas infrastructure contribution

Purchaser to make their own enquiries.

9. Disclosure of non-connected services

The services which are marked with an "x" in the square box below 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 <input type="checkbox"/>	NBN <input type="checkbox"/>
--	--	--	--------------------------------------	---------------------------------------	---------------------------------

Warning to the Purchaser

It is your (the Purchasers) sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or re-connection to the property of any services you require, in particular whether sewerage is connected or whether all services are available at the boundary of the land. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is the Purchasers' responsibility to pay all costs of and incidental to the transfer, connection or re-connection to the land of the services if disconnected prior to settlement. The Vendor makes no representations that any of the services are adequate for your proposed use and you should make your own enquiries.

10. Title

Attached are copies of the following document/s concerning Title:

- (a) In the case of land under the ***Transfer of Land Act 1958***, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location.

11. Subdivision

Not applicable.

12. GST Withholding

The Purchaser /recipient IS NOT required to make a payment under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

13. Due Diligence

The *Sale of Land Act 1962* provides that the Vendor or the Vendors licenced 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 has been attached as a matter of convenience.

The day of this Statement is theday of2023

Signed by the
Vendor.....

The Purchaser acknowledges being given a duplicate of this Statement signed by the Vendor before the Purchaser signed any Contract.

The day of this Acknowledgement is theday of.....2023

**Signed by the
Purchaser.....**

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

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

Page 1 of 2

VOLUME 12060 FOLIO 888

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LAND DESCRIPTION

Lot 20 on Plan of Subdivision 716782Y.
PARENT TITLE Volume 11319 Folio 010
Created by instrument PS716782Y 19/02/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
YAMILA SOLEDAD EPIFANI
STEPHEN WILLIAM MARTIN both of 4 AUTUMN CRESCENT CARRUM DOWNS VIC 3201
AT458483J 24/07/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT458484G 24/07/2020
WESTPAC BANKING CORPORATION

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

AGREEMENT Section 173 Planning and Environment Act 1987
AJ242742C 07/10/2011

AGREEMENT Section 173 Planning and Environment Act 1987
AL980291Y 24/06/2015

DIAGRAM LOCATION

SEE PS716782Y 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: 4 AUTUMN CRESCENT CARRUM DOWNS VIC 3201

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 24/07/2020

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

Page 2 of 2

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS716782Y

DOCUMENT END

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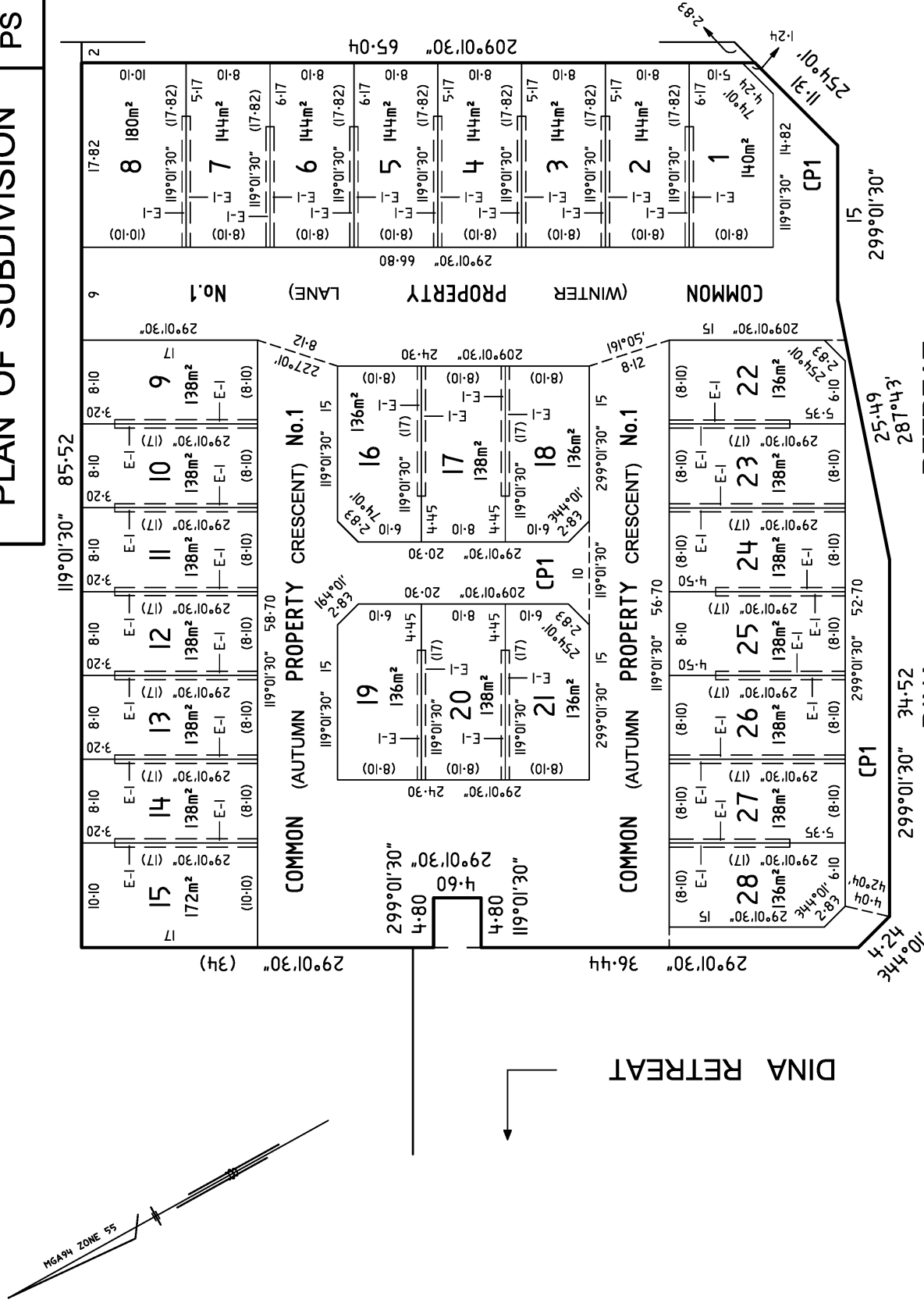
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PLAN OF SUBDIVISION			LV USE ONLY EDITION 1	PLAN NUMBER PS 716782Y
<p style="text-align: center;">LOCATION OF LAND</p> <p>Parish: LYNTHURST</p> <p>Township: -</p> <p>Section: -</p> <p>Crown Allotment: 55 (PART)</p> <p>Crown Portion: -</p> <p>Title Reference: VOL 11319 FOL 010</p> <p>Last Plan Reference: LOT A ON PS 633124B</p> <p>Postal Address: 660 - 670 FRANKSTON - DANDENONG ROAD, (at time of subdivision) CARRUM DOWNS 3201</p> <p>MGA94 Co-ordinates: E 340 400 Zone: 55 (of approx. centre of land in plan) N 5 782 750</p>			<p>Council Name: CITY OF FRANKSTON</p>	
VESTING OF ROADS AND / OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL / BODY / PERSON		<p>The land shown as Common Property No.1 on sheet 2 hereof are private roads called 'Autumn Crescent' and 'Winter Lane'.</p>	
NIL	NIL			
NOTATIONS				
<p>THIS IS A SPEAR PLAN.</p> <p>Depth Limitation: DOES NOT APPLY</p> <p>Staging: This is not a staged subdivision. Planning Permit No. 22/2013/P</p> <p>OWNERS CORPORATION NOTATION</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.</p> <p>Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) In proclaimed Survey Area No. -</p>				
EASEMENT INFORMATION				
<p>LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)</p>				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	PARTY WALL	0.15	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
<p>Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.</p> <p>A.C.N. 067 949 615</p> <p>Surveyors, Engineers & Town Planners</p> <p>8A Codrington Street, Cranbourne 3977</p> <p>Phone (03) 5996 4133 Fax (03) 5996 6119</p> <p>Email: mail@nnhsurveyors.net.au</p>			<p>LICENSED SURVEYOR: STANLEY G. JEFFREYS DIGITALLY SIGNED</p> <p>REF: 2704</p> <p>DWG No. 2704S VER 03 14/02/2017</p>	
			Sheet 1 of 2 sheets	
			Original sheet size A3	
<p>PLAN REGISTERED</p> <p>TIME: 11:11am</p> <p>DATE: 19 / 2 / 2019</p> <p>Rod Speer Assistant Registrar of Titles</p>			<p>PLAN REGISTERED</p> <p>TIME: 11:11am</p> <p>DATE: 19 / 2 / 2019</p> <p>Rod Speer Assistant Registrar of Titles</p>	

PLAN OF SUBDIVISION

PLAN NUMBER
PS 716782Y



Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners
8A Codrington Street, Cranbourne 3977
Phone (03) 5996 4133 Fax (03) 5996 6119
Email: mail@nmhsurveyors.net.au



SCALE
1:400

SHEET
SIZE
A3

LICENSED SURVEYOR: STANLEY G. JEFFREYS
DIGITALLY SIGNED

DWG No. 2704S VER 03 14/02/2017

SHEET 2

CITY OF FRANKSTON



Plan of Subdivision PS716782Y
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S030993B

Plan Number: PS716782Y

Responsible Authority Name: Frankston City Council

Responsible Authority Reference Number 1: 181/2012/S

Responsible Authority Reference Number 2: 22/2013/P

Surveyor's Plan Version: 3

Certification

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

Public Open Space

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

has not been made at Certification

Digitally signed by Council Delegate: Peter McWhinney

Organisation: Frankston City Council

Date: 04/01/2018

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**Application by a responsible authority for the
making of a recording of an agreement
Section 181 Planning and Environment Act 1987**

AL980291Y

24/06/2015 \$116.50 173



Form 18

Lodged by:

Name: *Rania Kerbej*

Phone:

Address: *16 The oaks Narre warren*

Ref: 16/2014/S173

Customer Code: ~~27045~~

Privacy Collection Statement

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

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

Land:

Volume: 11319 folio 010

Authority:

Frankston City Council of Civic Centre, Cnr Davey & Young Streets, Frankston 3199

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application:

Signature for the Authority:

DENNIS HOVENDEN
CHIEF EXECUTIVE OFFICER
FRANKSTON CITY COUNCIL
IN THE STATE OF VICTORIA

Name of Officer:

Date: *11/6/2015*

A SENIOR OFFICER OF THE COUNCIL AS
DEFINED IN THE LOCAL GOVERNMENT ACT 1989



AL980291Y



FRANKSTON CITY COUNCIL

and

THE OWNER DESCRIBED IN THE SCHEDULE

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

Property: The Land described in the Schedule



PARTIES

- 1 **FRANKSTON CITY COUNCIL**
of Cnr Davey and Young Streets, Frankston Vic 3199
("Council")
- 2 The Owner described in the Schedule
("Owner")

RECITALS

- A This Agreement is a standard agreement drafted by Russell Kennedy Pty Ltd. The parties to this Agreement are each responsible for the proper completion of clause 8 to this Agreement and the proper execution of this Agreement.
- B The Council is the responsible authority under the Act for the Scheme.
- C The Owner is registered or is entitled to be registered as proprietor of the Land as set out in the Schedule.
- D The Development Permit provides for the development of the Land.
- E The Subdivision Permit provides for the subdivision of the Land in a manner consistent with the development of the Land in accordance with the Development Permit.
- F The Subdivision Permit contains a condition requiring the Owner to enter into a section 173 Agreement to require the development of the Land to be in accordance with the Development Permit.
- G If the Land is encumbered by a mortgage, the mortgage is identified in the Schedule and the Mortgagee is identified in the Schedule.
- H This Agreement has been entered into in order to:
 - comply with the Subdivision Permit;
 - prohibit, restrict or regulate the use or development of the Land; and
 - achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- I This Agreement is made under Division 2 of Part 9 of the Act.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 "Act" means the *Planning and Environment Act 1987*.
- 1.2 "Agreement" means this Agreement, including the Schedule and the recitals to this Agreement.
- 1.3 "Business Day" means Monday to Friday excluding public holidays in Victoria.



- 1.4 **"Land"** means the land within the Scheme as described in the
- 1.5 **"Mortgagee"** means the person or persons registered (if any) or entitled from time to time to be registered (if any) by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.6 **"Development Permit"** means the planning permit identified in the Schedule as amended from time to time authorising the use (if applicable) and development of the Land.
- 1.7 **"Scheme"** means the Frankston Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.8 **"Subdivision Permit"** means the planning permit identified in the Schedule as amended from time to time authorising the subdivision of the Land.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 TERMINATION OF AGREEMENT

3.1 Termination

This Agreement ends when the Owner has complied with its obligations under this Agreement or earlier by mutual agreement between the parties.

3.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

4 OWNER'S COVENANTS

4.1 Development of the Land

Should the Land be subdivided in reliance upon the Subdivision Permit, the Owner covenants and agrees that the Land must only be developed in accordance with the Development Permit, to the satisfaction of the Council.

4.2 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.3 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.



4.4 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

4.5 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.6 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from any non-compliance with this Agreement.

4.7 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.7.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.7.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;
- 4.7.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full,

and the Owner agrees:

- 4.7.4 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.7.5 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.7.6 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.7.7 if the Owner executes a mortgage as required by clause 4.10.4, any breach of this Agreement is deemed to be a default under that mortgage.



4.8 Council access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.9 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.10 Owner's warranty

The Owner warrants and covenants that:

- 4.10.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.10.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.10.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.10.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.4 Enforcement and severability

5.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

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

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 6.1.1 personally on the person;
- 6.1.2 by leaving it at the person's address set out in this Agreement;
- 6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 6.1.4 by facsimile to the person's current number notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 6.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 6.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;

- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
- 7.7.1 two or more parties; or
- 7.7.2 a party comprised of two or more persons,
- is made or given and binds those parties or persons jointly and severally;
- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 7.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

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24/06/2015 \$116.50 173



AL980291Y

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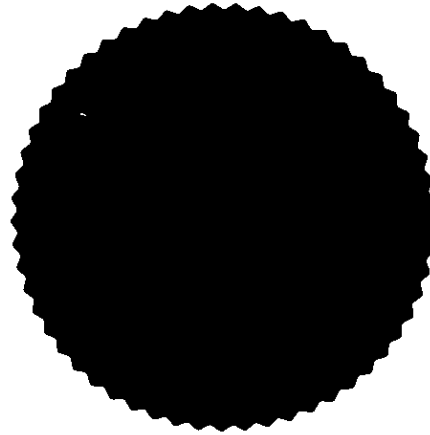
8 THE SCHEDULE

8.1	DATE OF THIS AGREEMENT	2015
8.2	THE OWNER	Ossama Kerbej and Rania Malaeb Kerbej both of 16 The Oaks Narre Warren Victoria 3805
8.3	THE LAND	Lot A on PS633124B being the whole of the land in certificate of title volume 11319 folio 010
8.4	ADDRESS OF THE LAND	660-670 Frankston-Dandenong Road Carrum Downs Victoria 3201
8.5	DEVELOPMENT PERMIT	693/2011/P issued by Council on 22 October 2012
8.6	SUBDIVISION PERMIT	22/2013/P issued by Council on 21 February 2013
8.7	CONDITION OF THE SUBDIVISION PERMIT WHICH REQUIRES THIS SECTION 173 AGREEMENT	03
8.8	THE MORTGAGE	AL799081V National Australia Bank Limited



EXECUTED as an agreement under Division 2 of Part 9 of the Act.

THE COMMON SEAL of FRANKSTON CITY)
COUNCIL was affixed in the presence of:)
)
)



Councillor S. Mayer
Chief Executive Officer [Signature]

SIGNED SEALED AND DELIVERED)
by Ossama Kerbej in the presence of:)
)

Witness James Mcgoose

[Signature]

SIGNED SEALED AND DELIVERED)
by Rania Malaeb Kerbej in the presence of:)
)

Witness James Mcgoose

[Signature]

MORTGAGEE'S CONSENT

National Australia Bank Limited as Mortgagee under Mortgage AL799081V which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

AL980291Y

24/06/2015 \$116.50 173



TIM SHERGOLD
SENIOR BUSINESS
BANKING MANAGER



K. S.

re of Witness

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

Section 181 Planning and Environment Act 1987

Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: MYM:A02C:LGC:5799804
Customer Code: 1167E

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

Land: Volume 8335 Folio 140 and Volume 9168 Folio 465

Responsible Authority: Frankston City Council of Davey Street, Frankston, Victoria

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

A copy of the Agreement is attached to this Application

Date: 3 October 2011.

Signature for Responsible Authority:

Name of officer:

Position Held:



GEORGE MODRICH
CHIEF EXECUTIVE OFFICER
FRANKSTON CITY COUNCIL
IN THE STATE OF VICTORIA
A SENIOR OFFICER OF THE COUNCIL AS
DEFINED IN LOCAL GOVERNMENT ACT 1989

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Date

3 / 10 / 11

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Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 648-656 and 660-670 Frankston-Dandenong Road, Carrum Downs

Frankston City Council
and

Abcardi Pty Ltd
ACN 105 099 410

Interstate office
Sydney

Affiliated offices around the world through the
Advoc network - www.advoc.com

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 3 / 10 / 11

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Parties

Name	Frankston City Council
Address	Davey Street, Frankston, Victoria
Short name	Council
Name	Abcardi Pty Ltd ACN 105 099 410
Address	Level 2, 108 Power Street, Hawthorn, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 5 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage and caveat in favour of the Mortgagee and Caveator. The Mortgagee and Caveator consent to the Owner entering into this Agreement.
- E. The Parties enter into this Agreement:
 - E.1 to give effect to the Planning Permit; and
 - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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Agreement means this Agreement.

Building has the same meaning as in the Act and includes any outbuilding, swimming pool or tennis court.

Caveator means the person registered as caveator of the Subject Land or any part of it.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land or any part of it.

Offset Management Plan means the offset management plan approved from time to time by Council in accordance with condition 19 of the Planning Permit.

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

Party or Parties means the Parties to this Agreement.

Planning Permit means planning permit No. 93/2008/P/A, as amended from time to time, issued on 23 June 2009, authorising the Subject Land to be subdivided into 34 residential lots, plus 3 super lots, removal of drainage easement, vegetation removal and alteration to access to a road zone category 1 in accordance with the Endorsed Plan.

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

Subject Land means the land situated at 648-656 and 660-670 Frankston-Dandenong Road, Carrum Downs being the land referred to in Certificates of Title Volume 8335 Folio 140 and Volume 9168 Folio 465 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Tree to be Retained means any tree identified and delineated on the Endorsed Plan as a 'tree to be retained' or the like.

Tree Protection Zone means the area(s) identified and delineated within the Offset Management Plan as a 'Tree Protection Zone' or the like.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;



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- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Owner's specific obligations

The Owner must:

3.1 Offset Management Plan

at the Owners cost, implement and comply with all provisions, requirements, recommendations and timeframes included within the Offset Management Plan;

3.2 Tree Protection Zone

not build, construct or erect or cause or permit to be built, constructed or erected any Building on the Subject Land within a Tree Protection Zone, without the prior written consent of Council; and

3.3 Tree to be retained

no Tree to be Retained may be, or is allowed to be, removed, destroyed, felled, lopped, trimmed, ringbarked, uprooted or otherwise damaged on the Subject Land without the prior written consent of Council.

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4. Owner's further obligations

4.1 Notice and registration

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

4.2 Further actions

The Owner:

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

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

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



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

4.3 Council's costs to be paid

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

5. Agreement under section 173 of the Act

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

6. Owner's warranties

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

7. Successors in title

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

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

8. General matters

8.1 Notices

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

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



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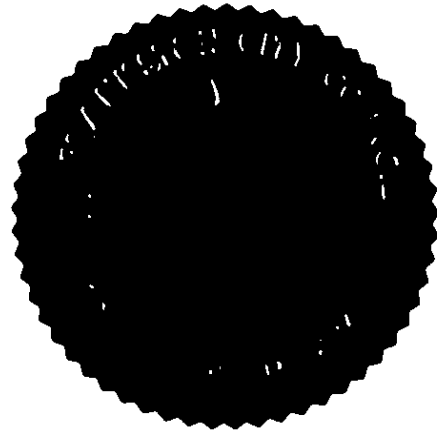
Signing Page

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

The Common Seal of the Frankston City Council was affixed in the presence of -

Councillor

Chief Executive Officer



Executed by Abcardi Pty Ltd ACN 105 099
410 in accordance with section 127(1) of the
 Corporations Act 2001 by being signed by the
 authorised person for the company:

Sole Director and Sole Company Secretary

Full name

Usual address

Effat FARAG
14 Palm Island Ct.
Patterson Lakes Vic 3197

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under Instrument of mortgage Nos. AF938181X and AF813798B consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

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Executed by National Australia Bank Limited
By its Attorney
Anita Maria Broughill
who holds the position of Level 3 Attorney under
Power of Attorney dated 1/03/2007 (a certified
Copy of which is filed in Permanent Order Book
277 Page No 25 Item 3) in the presence of:

)
)
)
)

) ATTORNEY
)
)

Malay

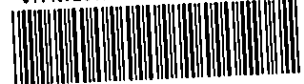
DOWNA LEE MOLLON

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Caveator's Consent

Masterplan Properties Pty Ltd ACN 004 706 272 as Caveator of registered caveat No. AH859254T consents to the Owner entering into this Agreement.

Executed by Masterplan Properties Pty Ltd
ACN 004 706 272 in accordance with section
127(1) of the Corporations Act 2001 by being
signed by authorised persons for the
company:


.....
Director

Brian Wansbrough
.....
Full name

20 Monomeath Ave
.....
Usual address

CANTERBURY Vic 3126


.....
Director (or Company Secretary)

SUSAN WANBROUGH
.....
Full name

54 RANKINS RD
.....
Usual address

MONBULK Vic 3793

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 26/04/2023 10:26:44 AM

OWNERS CORPORATION 1
PLAN NO. PS716782Y

The land in PS716782Y is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 28.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

16 THE OAKS NARRE WARREN VIC 3805

OC042706V 19/02/2019

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC042706V 19/02/2019

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/04/2023 10:26:44 AM

OWNERS CORPORATION 1
PLAN NO. PS716782Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Total	2800.00	2800.00

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.

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 16 Owners Corporation Regulations 2018
Subdivision Act 1988
Owners Corporation Certificate

Owners Corporation 1 Plan No. PS716782Y

**Address: 660-670 Frankston-Dandenong Road,
Carrum Downs, Vic 3021**

Vendor: Stephen William Martin
Yamila Soledad Epifani

Reference:

Purchaser: TBA

This certificate is issued for Lot 20 (4 Autumn Crescent) on Plan No. PS716782Y
the postal address of which is P O Box 4144, McKinnon, Vic 3204

IMPORTANT: The information in this certificate is issued on 8 May 2023. You should obtain a new certificate for current information prior to settlement.

1. The present fees for the above Lot are \$1,780.00 per annum paid quarterly, with \$445.00 due on 1 June, 1 September, 1 December and 1 March of each year. (The annual contribution fee is subject to change depending on the budget set for the year).
2. The fees are paid up to 31 May 2023. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.
3. Unpaid fees outstanding total \$445.00 as follows:
Levy contributions from 01/06/2023 to 31/08/2023 \$445.00
4. The following special fees or levies have been struck and are payable on the dates indicated below.

Due Date	Amount	Details
	Nil	

5. The repairs, maintenance or other work which has been or is about to be performed which may incur any additional charges which have not been included in the annual fees and special levy fees are:
Nil
6. The body corporate presently has the following insurance cover
Name of the Company: CHU Underwriting Agencies Pty Ltd
No. of Policy: HU0000009769
Kind of policy: Residential Strata Insurance Plan
Building Cover: \$10,910,000
Public Liability Cover: \$30,000,000
Renewal Date: 06/03/2024
7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.
8. The total funds held by the owners corporation as at the last financial year of the owners corporation on 31 May 2022 are as follows:
Assets \$10,692.38
Liabilities \$13,702.91
Total Funds / (Deficit) \$(3,010.53)
9. The Owners Corporation has no liabilities that are not covered by annual fees, special levies and repairs and maintenance.
10. The Owners Corporation has granted contracts, leases, licenses or agreements affecting the common property as follows:
Nil
11. The Owners Corporation has not made agreement to provide services to members and occupiers for a fee.

12. Notices or orders served on the owners corporation in the last 12 months that have not been satisfied:
Nil
13. The Owners Corporation is not party to any proceedings or aware of any notices or orders which may give rise to proceedings.
14. The Owners Corporation has resolved to appoint Ace Body Corporate Management as the Manager for the Owners Corporation.
15. No proposal has been made for the appointment of an administrator.
16. The following documents are attached:
 - a. Copy of Minutes of the last Annual General Meeting
 - b. Copy of Model Rules
 - c. A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "*Statement of Advice and Information for Prospective Purchasers and Lot Owners*"

Dated 8 May 2023

The common seal of Owners Corporation 1 Plan No PS716782Y was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Larry Krowitz
Ace Body Corporate Management (Kingston Commercial)
P.O. Box 4144
MCKINNON VIC 3204
TEL: 9686 5522 FAX: 9686 5588

In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation

Further information can be obtained by an inspection of the owners corporation register

OWNERS CORPORATION 1 PLAN NO. 716782Y
660-670 Frankston-Dandenong Road, Carrum Downs

MINUTES OF ANNUAL GENERAL MEETING
Held at 6:00pm on 30 August 2022 via Zoom

PRESENT

Lot	Unit	Members	Present	Apologies/ Proxies
6	12 Winter Lane	Mr Michael Baranyay and Ms Debra Ann	Present	
14	11 Autumn Crescent	Mrs Iker Urer	Present	
15	9 Autumn Crescent	Ms Raffaella Scalzo	Present	
22	1 Autumn Crescent	Marisol Evelyn Faundex Orostica & Pedro	Present	
28	7 Autumn Crescent	Daniel Stacey Guimartin & Kylie Elizabeth	Present	

IN ATTENDANCE: Zoe Jenkin and Michelle Robinson from Ace Body Corporate Management (Kingston Commercial)

APPOINTMENT OF CHAIRMAN: It was resolved that Zoe Jenkin be appointed chairperson of the meeting.

Moved by: Lot 6	Seconded by: Lot 14
For: 5	Against: 0 Outcome: Passed

QUORUM: As less than 50% of the members were represented at the meeting in person or by proxies an interim meeting was declared. The Meeting could proceed but any decisions made would be interim decisions. Members have 28 days to object to the resolutions made at the meeting. If 25% of members object then another meeting will be called. If after the 29 days no objections have been received all resolutions made at the meeting stand.

ENTITLEMENT TO VOTE: Only financial members may vote.

VOTING METHOD: It was resolved that voting will be by show of hands.

CONFIRMATION OF MINUTES: A motion was moved to approve the minutes of the Annual General Meeting held on 25 August 2021 as true and correct.

Moved by: Lot 15	Seconded by: Lot 28
For: 5	Against: 0 Outcome: Passed

MANAGER'S REPORT:

Manager reported that she has attended to the following:

- Liaised with members, occupiers and service providers on a regular basis.
- Addressed several letters to members and occupiers in respect of various matters.
- Arranged for the maintenance of the common property plumbing.
- Arranged for the maintenance the common property lighting.
- Obtained and provided Certificates of Currency.
- Obtained insurance quotations on renewal of the policy.
- Arranged for the issue of Owners Corporation Certificates.
- Liaised with the gardener on a number of occasions.
- Arranged for the removal of a large amount of rubbish dumped on the common property.
- Liaised with Waste Wise Environmental in relation to the collection of waste from the property.
- Arranged for insurance claims to be lodged for storm damage to fences and a roof.

- Liaised with a real estate agent in relation to 'For Sale/Lease' board installed without the permission of the owners corporation.
- Liaised with residents in relation to vehicles parking on common property and in visitors parking.
- Arranged for an account for the common property electricity to be set up and for the reconnection of common property electricity to the property. The previous account was in the developer's name and had been disconnected.
- Attended to debt collection

The Manager thanked the Committee Members, Michael Baranyay, Raffaella Scalzo and Rania Kerbej, for their valued assistance.

The Manager further reported that:

- In terms of the Owners Corporations Act 2006 managers are required to register with the Business Licensing Authority, which the manager has done
- The manager has Professional Indemnity Insurance of \$5,000,000.00 and the Owners Corporation Act 2006 only requires \$2,000,000.00.

COMMITTEE REPORT: No report was tabled.

GRIEVANCE COMMITTEE REPORT: No report was tabled.

APPOINTMENT OF COMMITTEE OF MANAGEMENT AND GRIEVANCE COMMITTEE:

A motion was tabled that in accordance with sections 100 and 101 of the Owners Corporations Act the following members be elected to the Committee of Owners Corporation 1 and be granted the powers and functions set out in section 4 of the Owners Corporations Act: Raffaella Scalzo, Daniel Guimartin and Marisol Faundex.

The Members of the Owners Corporation resolved by ordinary resolution to elect Raffaella Scalzo, Daniel Guimartin and Marisol Faundex as joint Chairpersons.

The Members of the Owners Corporation further resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporations Act 2006 Section 11, except where a special or unanimous resolution or any decision regarding the termination of the Manager as set out in section 8.1.2 of the Contract of Appointment is required.

Pursuant to section 82 of the Owners Corporation Act 2006, Owners Corporation 1 Plan No. 437125S, the Owners Corporation resolves by ordinary resolution that the removal of the owners corporation manager may only dealt with by ordinary resolution of the Owners Corporation at an Annual General Meeting.

It was also proposed that the Members of the Committee will be members of the Grievance Committee.

Moved by: Lot 6		Seconded by: Lot 28	
For: 5	Against: 0	Outcome: Passed	

INSURANCE (Regulations 212,213,214,215)

The Manager advised that the property is insured with CHU through Honan Insurance Group.

The current cover is as follows:

Insured property (building)	\$10,910,000
Insured property (common area contents)	\$109,100
Loss of rent/temp accommodation	\$1,636,500
Public liability	\$30,000,000
Voluntary workers	\$200,000/\$2,000
Fidelity guarantee	\$250,000
Office Bearers' Liability	\$5,000,000
Machinery Breakdown	Not Insured
Catastrophe	Not Insured
Audit Costs	\$25,000
Legal Expenses	\$50,000
Work Health & Safety Breaches	\$100,000
Lot Owners Fixtures Fittings	\$250,000
Flood	Insured
Floating Floors	Insured
Excess:	
All claims	
- Standard	\$1,000

The Manager advised that she obtained the following insurance quotation through Honan Insurance Group on renewal of the policy:

CHU	Premium \$15,707.18 (Excess: Standard \$1,000)
Longitude	Premium \$17,158.05 (Excess Standard \$1,000. Legal Defence Exps \$1,000 +10%)
SUU & SCI	Declined to quote

Declaration of Remuneration: Members acknowledge the disclosure of the Manager that in accordance with the Appointment of Management contract that the commission available to Honan Insurance Group Pty Ltd is shared with the Manager as a fee for service relating to the referral of business and assistance in providing a fully staffed and managed Insurance Claims Department, and this amounts to the sum of 20%.

The manager noted that in terms of the amendments to the Owners Corporation Act which came into effect on 1 December 2021, the owners corporation is required to have an independent insurance valuation every 5 years. An independent insurance valuation of the property was last carried out in 2020.

It was resolved that the insurance cover be left unchanged.

It was further resolved that a Standing Direction be given to the Manager to renew the insurance at the current limits of cover.

Insurance claims for storm damage lodged during the year were discussed. Members reported experiencing roof damage and water leaks due to poor workmanship during constructions. Members discussed taking legal action against the developer.

Strata insurance policies generally cover material damage as a result of an insured exposed loss to the building structure. The policy also generally extends to provide cover for the fixtures, fittings and improvements which form part of the building.

Note, coverage is as per policy terms, conditions and exclusions – standard insurance exclusions such as failure due to wear & tear, gradual deterioration, age, lack of maintenance apply.

Members are advised that carpets are not covered by the owners corporation insurance, and that whilst the owners corporation has insurance on the building and for public liability over the common areas this insurance does not extend to the inside of members lots. It is therefore important that members organize their own insurance, whether it is Unit Personal Contents Insurance or Landlord's Contents Insurance.

Members are advised that should an insured event occur which relates to specific lots and not the common property, the owner of the lot will be liable for any excesses applicable.

Moved by: Lot 6		Seconded by: Lot 14	
For: 5	Against: 0	Outcome: Passed	

OCCUPATIONAL HEALTH & SAFETY

The members agreed that no Occupational Health and Safety audit be carried out.

It was reported that vehicles are parking on the common property and block entry for emergency vehicles. The manager agreed to send a letter to members.

Members must notify the Manager of any lights on common property not working, spills, trip hazards, fallen trees or low branches, security or alarm system failures or other hazards, presenting a risk to residents.

The Manager brought attention to the fact that smoke detectors are mandatory inside all units and must be operational. Members must ensure that this requirement is inserted in lease agreements if the property is tenanted. Batteries must be changed every 6 months.

An owner requested that the manager send a six monthly reminder to members to change the batteries in their smoke detectors.

Moved by: Lot 6		Seconded by: Lot 15	
For: 5	Against: 0	Outcome: Passed	

GENERAL MAINTENANCE

Parking:

The ongoing issue of residents parking on common property and in visitors' parking was discussed. The manager advised that a number of complaints have been received and that a proposal from Anytime Towing to install signage at the property has been requested.

It was reported Winter Lane has no parking and the possibility of creating more parking spaces at the front of Winter Lane was discussed.

The manager agreed to send a letter to members advising where they can and cannot park.

Gardening:

The manager presented the following report from the gardener:

*"CRG have provided the regular services of spraying and mowing on site.
CRG also suggest at this time of the year, they plant plants in the garden around the property.
If the BC can't afford to do this now, CRG will provide some complimentary plans, i.e
succulents so they can be planted in Spring Please confirm."*

The gardening was discussed. Members advised that they are dissatisfied with the presentation of the property. The manager advised that the current gardener had been attending the property for one year and had cleared a lot of dumped rubbish from the common property.

It was agreed that the manager obtain an alternative quote for the gardening and forward it to the committee.

Waste Removal:

The private waste removal was discussed. The manager advised this is determined by the council when the building permit is issued. The manager agreed to check with council if there is any possibility of having bins emptied at the front of the property.

Correspondence:

The receipt of correspondence from Ace Body Corporate Management was discussed. The manager advised that any changes or updates to email and/or mailing addresses should be sent in writing to the manager's office. A member reported receiving a poor response to emails sent to the Ace Body Corporate Management office. The manager advised that all emails should be sent to kingstoncommercial@acebodycorp.com.au

For Sale/Lease Boards:

It was reported that real estate boards have been left at the property. The manager agreed to follow up with the relevant realtors.

FINANCIAL STATEMENTS:

A motion was moved to accept the financial statements for the year ended 31 May 2022 as a true and correct record.

Moved by: Lot 14		Seconded by: Lot 22	
For: 5	Against: 0	Outcome: Passed	

ANNUAL BUDGET:

The budget for the year ending 31 May 2023 already circulated to members was discussed. A motion was moved to accept the budget and levies payable of \$49,840.00.

Moved by: Lot 28		Seconded by: Lot 14	
For: 5	Against: 0	Outcome: Passed	

PENALTY INTEREST:

In accordance with section 29 of the Owners Corporations Act 2006 it is proposed the Owners Corporation may charge interest on any amount payable by a lot owner to the owners corporation that is still outstanding after the due date for payment.

Moved by: Lot 14		Seconded by: Lot 28	
For: 5	Against: 0	Outcome: Passed	

COSTS

It is resolved that the costs incurred by Owners Corporation 1 Plan No. 716782Y in recovering fees and levies due under Section 32 of the Owners Corporations Act 2006 No.69/2006 will be fully recoverable from the indebted owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

Moved by: Lot 14		Seconded by: Lot 22	
For: 5	Against: 0	Outcome: Passed	

CLOSE

There being no further business the meeting closed at 7:11 pm.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at
1 December 2021

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

4 Use of common property

4.1 Use of common property

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

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at
1 December 2021

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at
1 December 2021

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

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

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at
1 December 2021

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

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at
1 December 2021

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

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at
1 December 2021



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0000009769
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	06/03/2023 to 06/03/2024 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 716782Y
Situation	660-670 FRANKSTON-DANDENONG ROAD CARRUM DOWNS VIC 3201

Policies Selected

Policy 1 – Insured Property

Building: \$10,910,000
Common Area Contents: \$109,100
Loss of Rent & Temporary Accommodation (total payable): \$1,636,500

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000

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

Legal Defence Expenses: \$50,000

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

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

07/03/2023

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

Neocheck Building Surveyors

33 Wangara Road
Cheltenham VIC 3192
P.O Box 5390
Mordialloc VIC 3195

Tel: (03) 9585-1878
Mobile: 0410531399
Email: Neocheck@aapt.net.au

FORM 2
Building Act 1993 Building Regulations 2006 Regulation 313

This Building Permit is issued with conditions. Please refer to conditions and ensure that condition requirements are met

BUILDING PERMIT No. BS18919/20160289/1 ISSUED ON: 21/10/2016

Issued to

Owner/Agent of owner **Alex Dimopoulos & Ossama Kerbej**
Postal address **Level 7, Suite 710, 566 St Kilda Road, MELBOURNE 3004**
Telephone **9866 6500**

Ownership Details (only if agent of owner listed above)

Owner **Alex Dimopoulos, Ossama Kerbej and Rania Kerbej**
Postal address **Level 7, Suite 710, 566 St Kilda Road, MELBOURNE 3004**
Telephone **9866 6500**

Property details (include Title details as and if applicable)

Number 660-670	Street/road Frankston-Dandenong Road	City/suburb/town CARRUM	Postcode 3201
Lot/s A	LP/PS PS633124	Volume	Folio
Crown allotment	Section	Parish	County
Municipal District Frankston City Council		Unique Property Identifier AIPS633124	

Builder

Name **Alex Dimopoulos**
Address **Level 7, Suite 710, 566 St Kilda Road MELBOURNE VIC 3004**

Details of building practitioners and architects

a) who are engaged in the building work

Type	Registration Number	Name	Company
------	---------------------	------	---------

b) who were engaged to prepare documents forming part of the application for this permit

Type	Registration Number	Name	Company
------	---------------------	------	---------

Details of relevant planning permit

Planning permit no. **693/2011/P** Date of grant of planning permit. **22/10/2012**

Nature of building work

Construction of 28 x dwellings and 28 x garages

Stage of building work permitted **28 x Garage slab footings and 28 x dwelling slab footings only**
Cost of building work **\$370,000**

Building classification

Part of building

Class 1a	28 x Dwellings
Class 10a	28 x Garages

Occupation or Use of building:

A Certificate of Final Inspection is required prior to the occupation or use of this building

Commencement and completion:

This building work must commence by: **21/10/2017**

This building work must be completed by: **21/10/2018**

Inspection requirements

The mandatory notification stages are:

Inspection of strip footings
Inspection of pre slab
Inspection of slab steel
Final upon completion of all building works

Relevant building surveyor

Name: Sokratis Kromidellis

Registration No. BS18919



Signature: _____

1. Include building practitioner with continuing involvement in the building work.
2. Include only building practitioners with no further involvement in the building work.
3. Domestic building work forming part of this permit and carried out by the registered domestic builder above must be covered by an insurance policy as required under section 135 of the Act.

Conditions of Approval**Building Permit No. BS18919/20160289/1**

1. Termite protection must be provided to the building in accordance with AS3660.1
2. A sign must be erected at the front of the site that is visible to the public and that clearly details the Building Permit number and date of issue as well as the Builder's and the Building Surveyor's names, registration numbers and contact details.
3. One copy of the endorsed Building Permit documentation must be available on site for the purposes of inspections for the duration of the building works. Inspections will not be undertaken unless endorsed documentation is available on site.
4. All building works to be carried out in accordance with the Endorsed drawings or suitable alternative to the satisfaction of the Building Surveyor.

Neocheck Building Surveyors

410 Burke Road
Camberwell VIC 3124

Tel: (03) 9585-1878
Mobile: 0410531399
Email: neocheck@aapt.net.au

FORM 2

Building Act 1993 Building Regulations 2006 Regulation 313

This Building Permit is issued with conditions. Please refer to conditions below and ensure that condition requirements are met

AMENDED BUILDING PERMIT No. BS18919/20160289/2 ISSUED ON: 30/10/2019

Issued to

Owner/Agent of owner **Alex Dimopoulos & Ossama Kerbej**
Postal address **Level 7, Suite 710, 566 St Kilda Road, MELBOURNE 3004**
Telephone **9866 6500**

Ownership Details (only if agent of owner listed above)

Owner **Ossama Kerbej and Rania Kerbej**
Postal address **16 The Oaks, Narre Warren VIC 3805**
Telephone **0403 214 075**

Property details (include Title details as and if applicable)

Number 660-670	Street/road Frankston-Dandenong Road	City/suburb/town CARRUM DOWNS	Postcode 3201
Lot/s A	LP/PS PS633124	Volume	Folio
Crown allotment	Section	Parish	County
Municipal District Frankston City Council	Unique Property Identifier AIPS633124		

Builder

Name **Seascope Constructions Pty Ltd** **0411 410 224**
Address **32-34 Burgess Street, Brooklyn VIC 3012**

Details of building practitioners and architects

a) who are engaged in the building work

Type	Registration Number	Name	Company
Builder	CDB-U 57691	Seascope Constructions Pty Ltd	Seascope Constructions Pty Ltd

b) who were engaged to prepare documents forming part of the application for this permit

Type	Registration Number	Name	Company
------	---------------------	------	---------

Details of domestic building work insurance

The insurer or provider of the required insurance policy is VMIA Insurance House. Policy numbers:
C440643, C440644, C440645, C440646, C440648, C440650, C440651, C440652, C440653, C440654, C440655,
C440656, C440670, C440672, C440674.

Details of relevant planning permit

Planning permit no. **693/2011/P** Date of grant of planning permit. **22/10/2012**

Nature of building work

Construction of 28 x dwellings and 28 x garages

Stage of building work permitted : 6 x Pre Slabs for dwellings and garages, 6 x Slab Steel for dwellings and garages, 28 x Garage frames to final and 28 x dwelling frames to final

Cost of building work \$7,536,142.00

Building classification

Part of building

Class 1 a 28 x Dwellings

Class 10 a 28 x Garages

Occupation or Use of building: An Occupancy Permit is required prior to the occupation or use of this building

Commencement and completion:

This building work must commence by: **31/12/2017**

This building work must be completed by: **31/12/2020**

Inspection requirements

The mandatory notification stages are:

- Pre slab Inspection
- Slab Steel Inspection
- Frame Inspection
- Final inspection upon completion of the building works.

Relevant building surveyor

Name: Sokratis Kromidellis

Registration No. BS-U 18919

Signature: _____



1. Include building practitioner with continuing involvement in the building work.
2. Include only building practitioners with no further involvement in the building work.
3. Domestic building work forming part of this permit and carried out by the registered domestic builder above must be covered by an insurance policy as required under section 135 of the Act.

Conditions of Approval
Building Permit No. BS18919/20160289/2

1. A sign must be erected at the front of the site that is visible to the public and that clearly details the Building Permit number and date of issue as well as the Builder's and the Building Surveyor's names, registration numbers and contact details.
2. All framing to be in accordance with AS1684.4 - Residential Timber Framed Construction or suitable alternative to the satisfaction of the Building Surveyor.
3. One copy of the endorsed Building Permit documentation must be available on site for the purposes of inspections for the duration of the building works. Inspections will not be undertaken unless endorsed documentation is available on site.
4. All building works to be carried out in accordance with the Endorsed drawings or suitable alternative to the satisfaction of the Building Surveyor.
5. Termite protection must be provided to the building in accordance with AS3660.1

6. Three copies of the engineering computations, drawings and Certificate of Compliance for the design of the gutters sizes and downpipe sizes for the dwellings must be provided to our office for approval prior to the installation of the gutters and downpipes.

Amendment 16/05/2018

1. Change of Ownership details
2. Change of Ownership address
3. Change of Builders details
4. Change of Builders address

Amendment 03/10/2018

1. Change of Ownership details
2. Change of Builders details
3. Change of Builders address

Amendment 03/12/2018

1. Change of Stage of works description
2. Change of Building work completion date
3. Change of Mandatory Inspection stages

Amendment 30/10/2019

1. Amendment to Ownership details
2. Amendment to Builder details
3. Amendment to stage of works permitted
4. Inclusion of Builders Home Owners Warranty Insurance details
5. Extension of time to the completion of Building Works

Neocheck Building Surveyors

410 Burke Road
Camberwell VIC 3124
Email: neocheck@aapt.net.au

Tel: (03) 9889 9734
Mobile: 0410531399

**Building Act 1993
Building Regulations 2018
Regulation 192
Form 16**

Occupancy Permit

For Building Permit number: BS-U 18919/20160289/2 Issued on: 31/12/2016

This occupancy permit must be displayed in the following approved location: N/A

Property Details:

Lot Number: A Street Number: 660-670 Street: Frankston-Dandenong Road
Suburb CARRUM DOWNS Postcode 3201

Municipality Frankston City Council

Building Permit details

Building Permit number: 20160289 / 2

Version of BCA applicable to permit: 2016

Description of Building Work:

1a	28 x dwellings		
10a	28 x garages		
Maximum permissible floor live load	1.5kpa	Maximum number of people to be accomodation	N/A
Storeys contained	N/A	Rise in Storeys	N/A
Effective Height	N/A	Type of Construction	N/A
Version of BCA Applicable	NCC 2016 Volume 2	Cost of building works	\$7,906,142.00

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Conditions of Approval

This permit is subject to the following conditions : This Occupancy Permit relates to Unit 20 only.

Relevant building surveyor

Name: Sokratis Kromidellis

410 Burke Road

Camberwell Vic 3124

Email: neocheck@aapt.net.au

Municipal District/Council: Frankston City Council

Occupancy Permit Number: 20160289 / 2

Date of issue: 12 June 2020

Registration No. BS-U 18919

Signature: _____



Inspection approval dates for mandatory inspections that have been carried out with regard to building work carried out under Building Permit No. BS-U 18919/20160289/2, issued on 31/12/2016 are as follows:

Approved Date

16/01/2020

30/04/2020

Inspections

Inspection of frame

Final upon completion of all building works

Domestic Building Insurance

Certificate of Insurance

Ossama Kerbej, Rania Malaeb Kerbej
16 The Oaks
NARRE WARREN
VIC 3805

Policy Number:
C440646

Policy Inception Date:
11/06/2019

Builder Account Number:
006945

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**
At the property: **Unit 20 660-670 Frankston-Dandenong Road CARRUM DOWNS VIC 3201 Australia**
Carried out by the builder: **SEASCAPE CONSTRUCTIONS PTY LTD**
Builder ACN: **083415561**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Ossama Kerbej, Rania Malaeb Kerbej**

Pursuant to a domestic building contract dated: **03/06/2019**

For the contract price of: **\$ 130,000.00**

Type of Cover: **Cover is only provided if SEASCAPE CONSTRUCTIONS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Neocheck Building Surveyors

410 Burke Road
Camberwell VIC 3124
Email: neocheck@aapt.net.au

Tel: (03) 9889 9734
Mobile: 0410531399

**Building Act 1993
Building Regulations 2018
Regulation 200
Form 17**

Certificate of Final Inspection

For Building Permit number: BS-U 18919/20160289/1

Property Details

Lot Number: A **Street Number:** 660-670 **Street:** Frankston-Dandenong Road
Suburb: CARRUM DOWNS **Postcode:** 3201

Municipality: Frankston City Council

Building Permit details

Building Permit number: 20160289 / 1
Version of BCA applicable to permit: BCA 2016

Description of Building Work:

1a	28 x dwelling		
10a	28 x garages		
Maximum permissible floor live load	N/A	Maximum number of people to be accommodation	N/A
Storeys contained	N/A	Rise in Storeys	N/A
Effective Height	N/A	Type of Construction	N/A
Version of BCA Applicable	NCC 2016 Volume 2	Cost of building works	\$7,906,142.00

Suitability for occupation

At the date this Final Certificate is issued, the building to which this permit applies is suitable for occupation.

Conditions of Approval

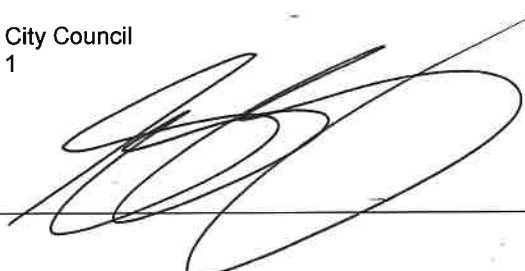
This permit is subject to the following conditions : This Final Certificate relates to Unit 20 only

Relevant building surveyor

Name: Sokratis Kromidellis
410 Burke Road
Camberwell Vic 3124
Email: neocheck@aapt.net.au
Municipal District/Council: Frankston City Council
Final Certificate Number: 20160289 / 1
Date of issue: 12 June 2020

Registration No. BS-U 18919

Signature: _____



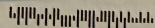
Inspection approval dates for mandatory inspections that have been carried out with regard to building work carried out under Building Permit No. BS-U 18919/20160289/1, issued on 21/10/2016 are as follows:

Approved Date
31/10/2019
01/11/2019
30/04/2020

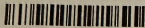
Inspections
Inspection of pre slab
Inspection of slab steel
Final Inspection --

Rate and Valuation Notice 2022-2023

3rd Instalment Notice



Stephen William Martin and Yamila Soledad Epifani
4 Autumn Crescent
CARRUM DOWNS VIC 3201



026
R3_9079

paid 24/2/23

Tax Invoice
ABN 49 454 768 065
Rates and charges for the period
1 July 2022 to 30 June 2023

Notice date: 30/01/2023
Frankston City Council
PO Box 490
FRANKSTON VIC 3199
Phone: 1300 322 322
Info@frankston.vic.gov.au
frankston.vic.gov.au
Ward: North-East

Assessment No./Reference No. 0201788 5

Property details

4 Autumn Crescent, CARRUM DOWNS 3201
Lot 20 PS 716782

Australian Valuation Property Classification Code: 120
Single Strata Unit/Villa Unit/Townhouse

Date of valuation: 01/01/2022

Site Value (SV): \$80,000
*Capital Improved Value (CIV): \$500,000
Net Annual Value (NAV): \$25,000
Valuation Effective Date: 1/07/2022
*Capital Improved Value includes land and any improvements

Financial details

Declared on: 6 June 2022

This notice does not include payments received after 24 Jan 2023.

3rd Instalment (Due 28/02/2023)

\$312.00

4th Instalment (Due 31/05/2023) \$312.00

If you currently have a formalised Arrangement to Pay (ATP) agreement in place with Council which is being fully maintained in accordance with the payment schedule then please disregard this notice.
If you have applied for a pension rebate, \$303.20 will have already been deducted from your instalments for this financial year.

If you are experiencing difficulty paying your Rates
please contact Council to discuss payment options.
Visit: frankston.vic.gov.au/rates or phone 1300 322 322



To have your notices emailed
Register at: frankston.enotices.com.au
Reference No: 8DBB5747FZ

BPAY View - View and pay this bill using internet banking.
BPAY View Registration No.: Please enter the BPAY
Assessment/Ref number: 02017885

TOTAL DUE

\$312.00

How to pay



Online

Using a Visa, Mastercard or debit card via Council's website.

Visit:
frankston.vic.gov.au



BPAY

Contact your participating financial institution to pay from your cheque, savings or credit card account.
Visit: bpay.com.au

Billar Code: 1966
Ref: 02017885



Phone or Post Billpay

Using a Visa, Mastercard or debit card.

Phone: 1300 721 138
Ref: 02017885
or

By Post Billpay: 13 18 16
Billpay Code: 0760
Ref: 02017885



Centrepay

Deducted from your Centrelink payments.

Learn more:
centrelink.gov.au

CRN: 555014543H
Ref: 02017885



Direct Debit

By application to council only, for more information please

Visit:
frankston.vic.gov.au



Mail

Attach cheque or money order to this portion of your notice and post to:

Frankston City Council
PO Box 490
Frankston 3199

Receipts not issued for mail payments



In Person

By cash, cheque, money order, EFTPOS or Credit Card (Visa or Mastercard).

Present this notice with payment at any Council Customer Service Centre.

Find your nearest location:
frankston.vic.gov.au

<580702+00000002017885>0000031200+3111+34

Property Clearance Certificate
Taxation Administration Act 1997



PRO CHOICE CONVEYANCING

Your Reference:	18624 MARTIN
Certificate No:	63573682
Issue Date:	26 APR 2023
Enquiries:	ESYSPROD

Land Address: -4 AUTUMN CRESCENT CARRUM DOWNS VIC 3201

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45994505	20	716782	12060	888	\$0.00

Vendor: STEPHEN MARTIN & YAMILA EPIFANI
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS YAMILA SOLEDAD EPIFANI	2023	\$80,000	\$0.00	\$0.00	\$0.00

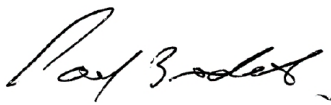
Comments:

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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 IMP VALUE:	\$500,000
SITE VALUE:	\$80,000
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 63573682

Power to issue Certificate

1. The Commissioner of State Revenue can 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. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. 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.

General information

6. 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.
7. 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 = \$0.00

Taxable Value = \$80,000

Calculated as \$0 plus (\$80,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 63573682

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: 63573682

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Mrs Donna Emile
E-mail:
laura@prochoiceconveyancing.com.au

Statement for property:
LOT 20 4 AUTUMN CRESCENT
CARRUM DOWNS 3201
20 PS 716782

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
51A//09926/00004	18624 Martin	26 APRIL 2023	43921993

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	01/07/2022 to 30/06/2023	\$81.60
Melbourne Water Corporation Total Service Charges	01/04/2023 to 30/06/2023	\$27.42

(b) By South East Water

Water Service Charge	01/04/2023 to 30/06/2023	\$20.93
Sewerage Service Charge	01/04/2023 to 30/06/2023	\$91.94
Subtotal Service Charges		\$221.89
Payments		\$81.60
TOTAL UNPAID BALANCE		\$140.29

- The meter at the property was last read on 24/01/2023. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$1.53 per day
Sewage Disposal Charge	\$0.44 per day

- 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.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

- 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.
- 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 (Disposition of Land) Regulations 2010. 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.

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

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.

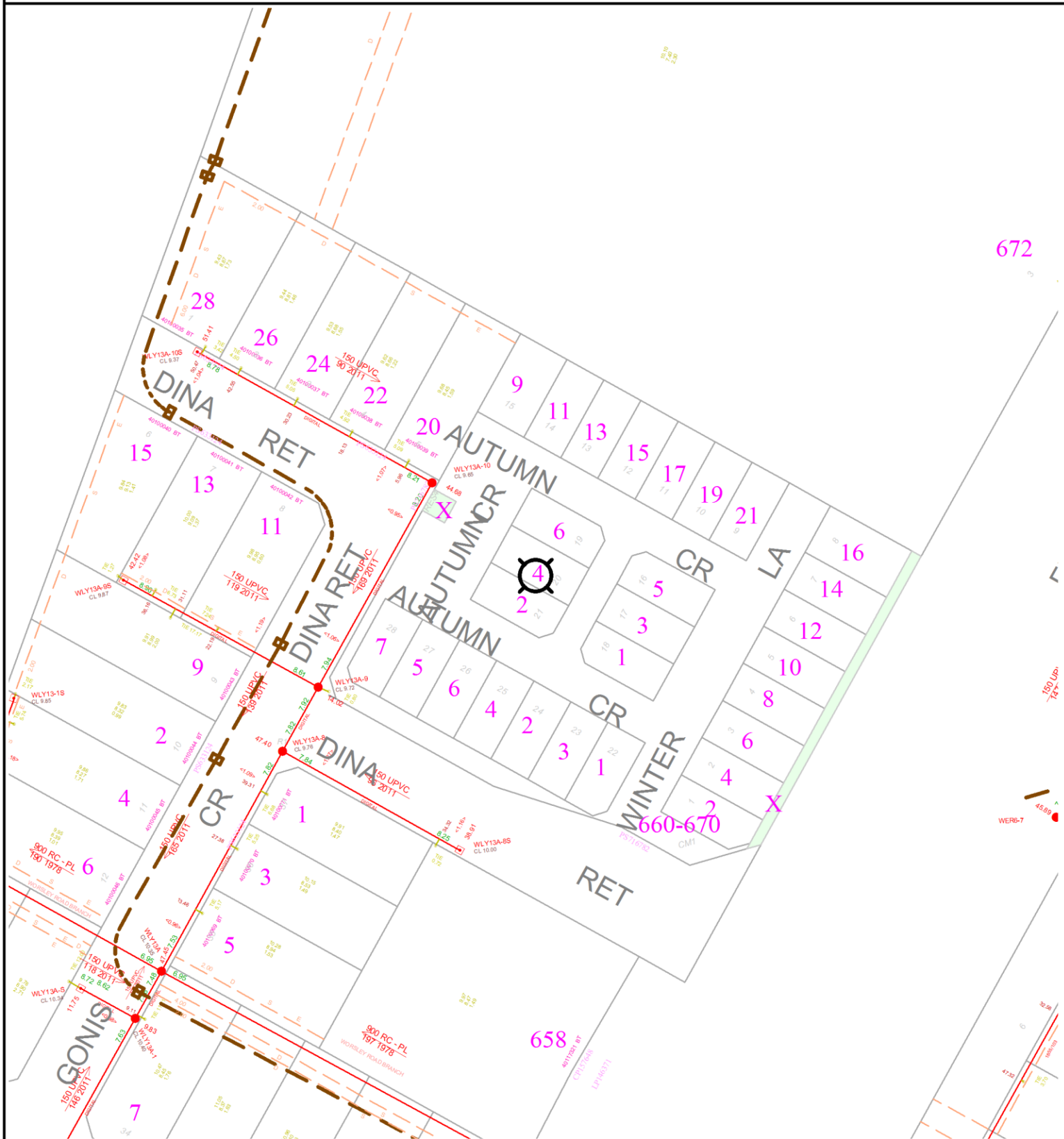
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:
















A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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



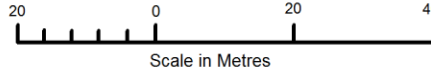
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, 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		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

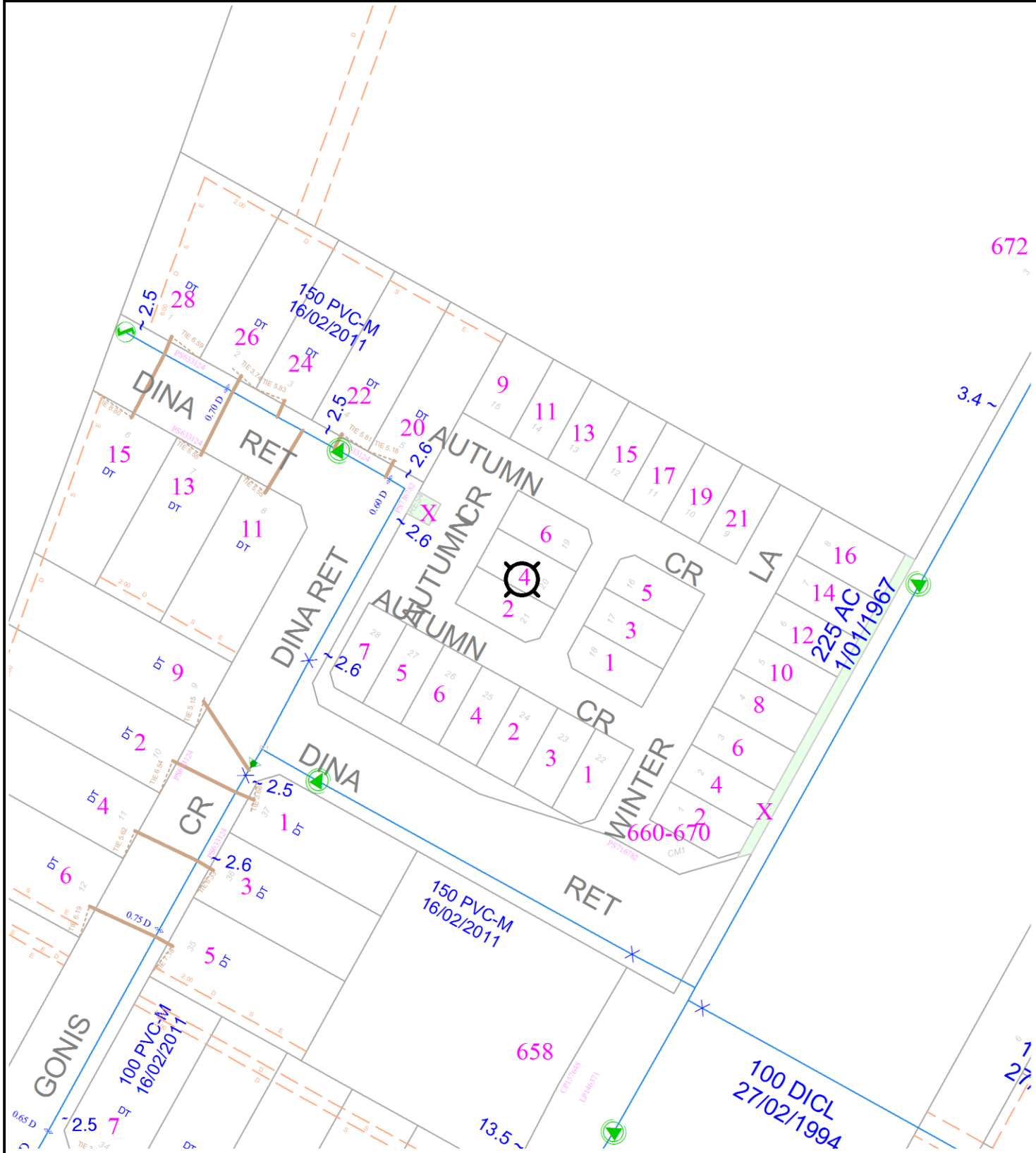


Property: Lot 20 4 AUTUMN CRESCENT CARRUM DOWNS 3201

Case Number: 43921993



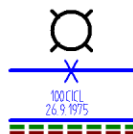
Date: 26APRIL2023



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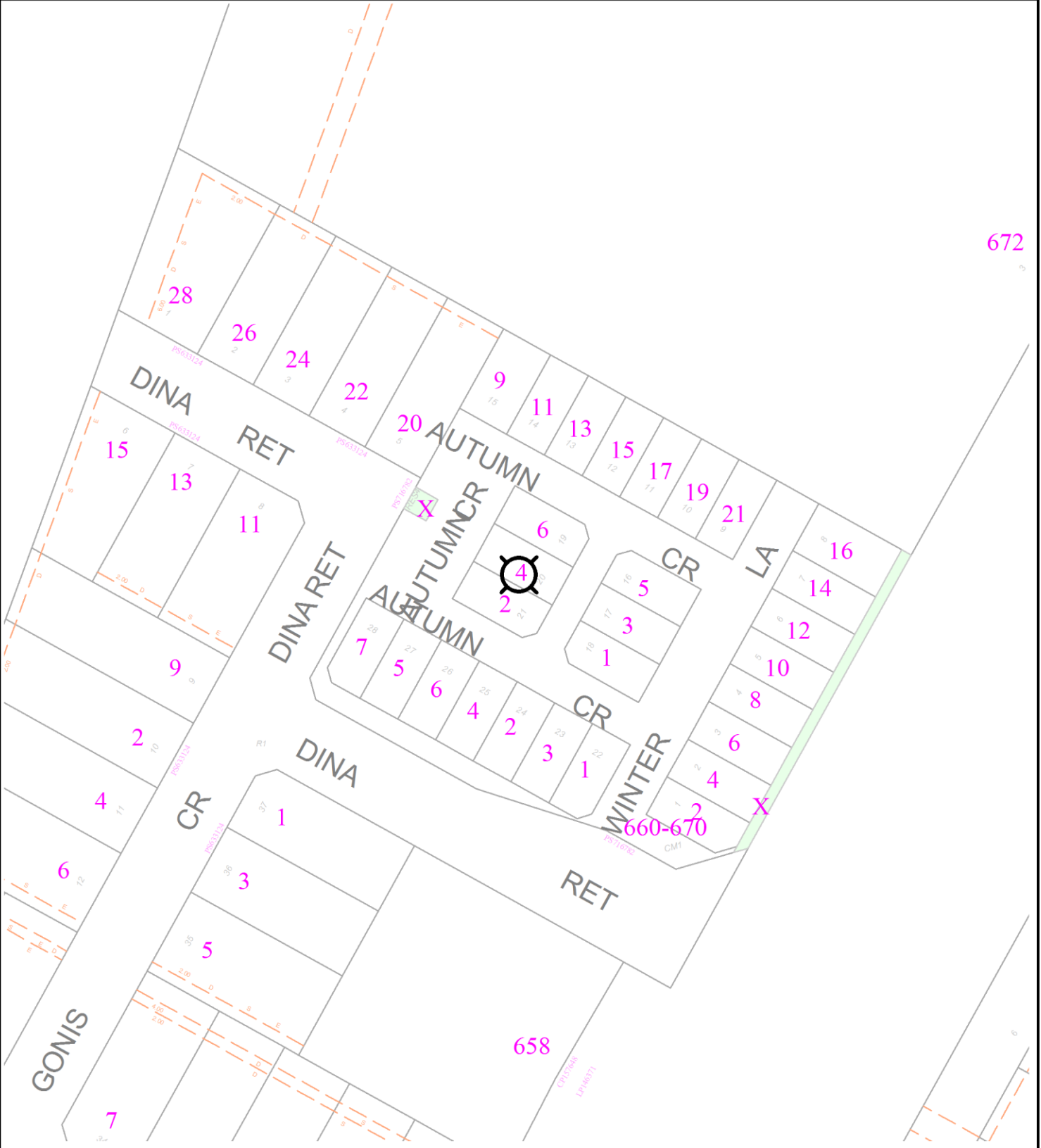
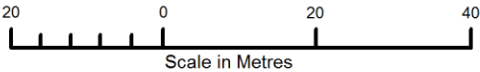
LEGEND

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



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

- Hydrant
- Fireplug/Washout
- Offset from Boundary



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LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			~ 1.0 Offset from Boundary

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 26 April 2023 10:24 AM

PROPERTY DETAILS

Address: **4 AUTUMN CRESCENT CARRUM DOWNS 3201**
Lot and Plan Number: **Lot 20 PS716782**
Standard Parcel Identifier (SPI): **20\PS716782**
Local Government Area (Council): **FRANKSTON**
Council Property Number: **270992**
Planning Scheme: **Frankston**
Directory Reference: **Melway 98 F11**

www.frankston.vic.gov.au

[Planning Scheme - Frankston](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(R1Z\)](#)

[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(R1Z\)](#)



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

Planning Overlays

No planning overlay found

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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).

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 19 April 2023.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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