

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

Contract of sale of 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 AGREEMENT. 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/...../2021

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

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2021

Print name(s) of person(s) signing: WIN SECURITIES LTD ACN 007 346 223

State nature of authority, if applicable: MORTGAGEE IN POSSESSION UNDER REGISTERED MORTGAGE AM055343J

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

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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

*This contract is approved 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*.

GUARANTEE AND INDEMNITY

Vendor: Win Securities Ltd ACN 007 346 223

Purchaser:
Being the Purchaser named in the attached Particulars of Sale

Guarantors:

BACKGROUND

- A. The Guarantors have asked the Vendor to enter into this contract with the Purchaser.
- B. The Guarantors now give this guarantee in consideration of the Vendor agreeing to the request and contracting with the Purchaser.

GUARANTEE AND INDEMNITY

- 1.1 The Guarantors guarantee that the Purchaser will perform all its obligations under this Contract.
- 1.2 The Guarantors will pay the Vendor any amount which the Vendor is entitled to recover under this contract when the Vendor demands it.
- 1.3 The Guarantors indemnify the Vendor against all losses resulting from entering into this Contract, as a result of the Purchaser's failure to perform under this Contract.
- 2. This Guarantee will not be affected by the Vendor granting the Purchaser time or any other indulgence.
- 3. This Guarantee binds the Guarantors together and separately, if there is more than one guarantor.

IN WITNESS the said Guarantors have set their hands and seals
this / / 2021.

SIGNED SEALED AND DELIVERED by
the Guarantors

.....
.....

in the presence of:

)
) Signature of Guarantor
)
) Signature of Guarantor

.....
Signature of Witness

.....
Print Full Name

Table of contents

Particulars of Sale

Special Conditions

General Conditions

1.	ELECTRONIC SIGNATURE	9
2.	LIABILITY OF SIGNATORY	9
3.	GUARANTEE	9
4.	NOMINEE	9
5.	ENCUMBRANCES	9
6.	VENDOR WARRANTIES	9
7.	IDENTITY OF THE LAND.....	10
8.	SERVICES.....	10
9.	CONSENTS.....	10
10.	TRANSFER & DUTY	10
11.	RELEASE OF SECURITY INTEREST	10
12.	BUILDING WARRANTY INSURANCE.....	11
13.	GENERAL LAW LAND	11
14.	DEPOSIT	12
15.	DEPOSIT BOND.....	13
16.	BANK GUARANTEE.....	13
17.	SETTLEMENT	14
18.	ELECTRONIC SETTLEMENT.....	14
19.	GST.....	15
20.	LOAN	15
21.	BUILDING REPORT	15
22.	PEST REPORT	16
23.	ADJUSTMENTS	16
24.	FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING	16
25.	GST WITHHOLDING.....	17
26.	TIME & CO OPERATION	18
27.	SERVICE	18
28.	NOTICES	19
29.	INSPECTION	19
30.	TERMS CONTRACT	19
31.	LOSS OR DAMAGE BEFORE SETTLEMENT	19
32.	BREACH.....	19
33.	INTEREST	20
34.	DEFAULT NOTICE.....	20
35.	DEFAULT NOT REMEDIED.....	20

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

O'Brien Real Estate

98 South Parade, Blackburn, VIC 3130

Email: anthony.molinaro@obrienrealestate.com.au

Tel: 9894 2044

Mob:

Fax:

Ref: Anthony Molinaro

Vendor

WIN SECURITIES LTD ACN 007 346 223

37 Reid Street, Wangaratta, VIC 3677

as Mortgagee in possession under registered Mortgage AM055343J

Vendor's legal practitioner or conveyancer

MGR Solicitors

57 Reid Street, Wangaratta VIC 3677

PO Box 67, Wangaratta VIC 3676

DX: 67711 Wangaratta

Email: christine@mgrsolicitors.com.au

Tel: 03 5721 2140

Mob:

Fax: 03 5721 9522

Ref: ALR:CN:200281

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	12276	Folio	427	3	PS802895F

If no title or plan references 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: **3/23 Moore Avenue, Croydon 3136**

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

Nil

Payment

Price	\$	
Deposit	\$	10% payable upon signing hereof
Balance	\$	payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on / / **2021**

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding 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. General Condition Deletions

General conditions 3, 6.4(e), 11, 12 and 31 do not apply to this Contract.

2. Auction

The Property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modified or replaced those Rules.

3. Insurance risk

The Property will be at the risk of the Purchaser from the Day of Sale. The Purchaser must make no objection, claim compensation or delay payment of the Balance if any damage occurs to the Property, on and from the Day of Sale.

4. Planning

4.1 The Property is sold subject to any restriction as to its use under any order, plan, scheme, permit, regulation or by-law contained in or made pursuant to the provisions of the Planning and Environment Act 1987 or any other legislation. The Vendor has not made and shall not be construed as having made any representation or warranty that:

- the Property is suitable for any purpose which the Purchaser may have indicated is its intention to pursue;
- any permit of any nature whatsoever has been obtained or is available from any relevant authority; or
- that the Vendor's existing or past uses of the Property complied with any planning controls.

4.2 Prior to entering into this Contract the Purchaser has made its own enquiries and investigations as to the use to which the Property may be put and the Purchaser relied entirely on the result of its investigations and on its own judgement in entering into this Contract.

5. Goods

5.1 The Purchaser acknowledges that no goods are included in the sale. The Vendor makes no representations as to whether any particular item is goods or a fixture.

5.2 The Purchaser agrees that if any person claims an entitlement to or if any dispute arises concerning any goods the Purchaser shall not delay settlement because of that claim or dispute and if settlement shall be delayed in breach of this provision the Purchaser shall pay interest pursuant to the terms of this Contract.

6. Vendor's Capacity

6.1 The Vendor sells in the Vendor's capacity as Mortgagee under the registered Mortgage referred to in the Particulars of Sale and sells the estate and interest of the Mortgagor in the land.

6.2 The Purchaser shall not make any requisition or objection concerning the capacity of the Vendor to effect a transfer of land or seek to delay payment of any part of the price to the Vendor pending registration of the transfer and General Condition 6.3 shall be modified accordingly.

7. Restrictions on Vendor

7.1 In the event that the Vendor shall be restrained or prevented from completing this Contract by injunction, caveat or otherwise, the Vendor may at its option elect to:

- terminate this Contract by notice in writing to the Purchaser prior to the date for

completion of this Contract whereupon this Contract shall be at an end and all money paid by way of deposit by the Purchaser shall be refunded to the Purchaser and the Purchaser shall not be entitled to claim and the Vendor shall not be liable to the Purchaser for any damages or compensation by reason of such termination; or

- (b) extend the time for payment of the balance for a period of up to 60 days to enable the Vendor to remove any such injunction, caveat or other restraints so that the Vendor will be able to give title to the Purchaser in the terms of this Contract and the Purchaser shall not be entitled to claim and the Vendor shall not be liable to the Purchaser for any damages or compensation by reason of such extension. In the event of the Vendor being unable to give title to the Purchaser in the terms of the Contract by such extended date the Vendor may by notice in writing terminate this Contract whereupon this Contract shall be at an end and all money paid by way of deposit by the Purchaser shall be refunded to the Purchaser and the Purchaser shall not be entitled to claim and the Vendor shall not be liable to the Purchaser for any damages or compensation by reason of such termination.

7.2 If this Contract is terminated in accordance with this Special Condition, this special condition shall not merge on termination of the Contract but shall continue to bind the Purchaser as to its terms and enure for the benefit of the Vendor.

8. Release of Security Interest

- 8.1 The Vendor is not obliged and the Purchaser must not require the Vendor to obtain a release of any security interest which may be subject to the Personal Property Securities Act 2009 (Cth).
- 8.2 The Purchaser must make no objection, claim compensation or delay payment of the Balance because of:
 - (a) the existence of any security interest for any part of the property which may be subject to the Personal Property Securities Act 2009 (Cth); or
 - (b) any security interest which identifies the registered proprietor of the property as a grantor of a security interest.

9. Environmental matters

The Purchaser:

- (a) acknowledges that it has purchased the Land in its present condition and has entered into this Contract on that basis;
- (b) acknowledges that it assumes all risk of loss, damage, liability or injury to any person, corporation or property resulting in any way from the use of the Land or existence or previous existence of any underground storage tank or tanks (including, without limitation, leakage or spillage of oil or other products) or the presence of any Contaminant which may be in or on the improvements or any fixtures, fittings or installation in, to or on the improvements or in, on or under the Land;
- (c) releases and discharges the Vendor and its successors, assigns, employees and agents from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or which may accrue in the future or which, but for the execution of this Contract, the Purchaser would or might have had against the Vendor as a result of the presence of any Contaminant in, on or under the Land and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions; and
- (d) indemnifies and holds harmless the Vendor and its successors, assigns, employees and agents from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any Contaminant in, on or under the Land (including without limitation, any costs or expenses incurred in relation to any notice, direction or order issued or made under any Environmental Law and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suits, demands and actions.
- (e) In this Contract:

Contaminant means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance (including asbestos) which makes or may make the Land or the surrounding Environment:

- (i) noxious or poisonous;
- (ii) harmful or potentially harmful to the health, welfare or safety of human beings;
- (iii) poisonous, harmful or potentially harmful to animals, birds, wildlife, fish or other aquatic life;
- (iv) poisonous, harmful or potentially harmful to plants or vegetation;
- (v) noxious, poisonous or offensive to the senses of human beings;
- (vi) otherwise environmentally degraded; or
- (vii) not comply with any Environmental Law.

Environment includes all aspects of the surroundings of human beings including:

- (i) the physical characteristics of those surroundings, such as the land, the waters and the atmosphere;
- (ii) the biological characteristics of those surroundings, such as the animals, plants and other forms of life; and
- (iii) the aesthetic characteristics of those surroundings, such as their appearance, sounds, smells, tastes and textures.

Environmental Law means a law (whether past, present or future) of any government agency (including statutes, orders, awards and decrees) regulating or otherwise relating to the Environment including, but not limited to, any law relating to land use, planning, heritage, coastal protection, water catchments, solid waste, use of dangerous goods and hazardous substances, hazardous waste, waste water discharges, water quality, drinking water, ground water, air emissions, air quality, hazardous substances (including, but not limited to, the lease, storage, discharge, disposal, arranging for disposal or reporting hazardous substances) contaminated land, building regulations, public and occupational health and safety, noxious trades or any other aspect of protection of the Environment or persons or property.

10. Guarantee

If the Purchaser is or includes a company, the company will forthwith upon execution of this Contract procure the execution by each of its directors of the Guarantee annexed to that part of this Contract to be held by the Vendor

11. Counterpart Contracts

- 11.1 This contract may be executed in any number of counterparts. All counterparts together constitute one contract. A party may execute this contract by signing any counterpart.
- 11.2 This contract is binding on a party on the exchange with any other party of a counterpart executed by that party.
- 11.3 Each party consents to exchange by electronic means. A copy of an original executed counterpart sent by email or by facsimile machine:
 - (a) must be treated as an original counterpart;
 - (b) is sufficient evidence of the execution of the original; and
 - (c) may be produced in evidence for all purposes in place of the original.
- 11.4 A party which has executed a counterpart of this contract or its legal practitioner may exchange it with another party by sending a copy of that original executed counterpart by email or facsimile machine to that other party or its legal practitioner and if requested by that other party or its legal practitioner must promptly deliver that original by hand or post. Failure to make that delivery does not affect the validity of this contract.

12. Planning Permits

The Purchaser acknowledges that prior to entering into this Contract, they were advised of the conditions set out in Planning Permit No. M2014/405 and M2016/1208 as attached to the Vendors Statement.

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 purchase’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 Pty 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 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 or indirectly 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 condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in 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 predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 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 be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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 a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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 is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until 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) payments 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 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 purposes 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 a.m. and 4.00 p.m. 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 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. 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 lodgment can no longer be conducted electronically. Special 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 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 lodgment 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 lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment 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 lodgment
- 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 special 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 vendors subscriber or the electronic lodgment 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 lodgment 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 sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days 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 in 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 adjustment 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 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 in special 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 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 premise 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 the 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's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
-

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 authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.
- 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 that 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.
-

DATED

2021

**WIN SECURITIES LTD ACN 007 346 223
AS MORTGAGEE IN POSSESSION UNDER REGISTERED MORTGAGE AM055343J**

to

CONTRACT OF SALE OF LAND

Property: 3/23 Moore Avenue, Croydon 3136

MGR SOLICITORS

Solicitors
57 Reid Street
Wangaratta Vic 3677

Tel: 03 5721 2140
Fax: 03 5721 9522
DX 67711 Wangaratta
Ref: ALR:CN:200281

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

3/23 Moore Avenue, Croydon 3136

Vendor's name

Win Securities Ltd ACN 007 346 223 (as Mortgagee in Possession)

Date

/ /

**Vendor's
signature**

Director/Secretary

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

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

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

Not Applicable

To

Other particulars (including dates and times of payments):

Not Applicable

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

The required specified information is as follows:

Name of planning scheme	Maroondah Planning Scheme
Name of responsible authority	Maroondah City Council
Zoning of the land	Neighbourhood Residential Zone (Nrz)
Name of planning overlay	Significant Landscape Overlay (Slo)

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are as follows:

None to the best of the Vendors knowledge. The Vendor has no way of knowing the contents of the documents referred to above unless communicated to the Vendor by the relevant public authority or government department.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

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

13. ATTACHMENTS

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

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

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

- | | |
|------|--|
| 13.1 | Due Diligence Checklist |
| 13.2 | Property Report |
| 13.3 | Planning Report |
| 13.4 | Register Search Statement Volume 12276 Folio 427 |
| 13.5 | Plan PS802895F |

- 13.6 Mortgage AM055343J
- 13.7 Notice to Pay dated 26/03/2020
- 13.8 Caveat AS448174N
- 13.9 Caveat AS960580T
- 13.10 Caveat AT607599L
- 13.11 Planning Permit M:2014/405 and extension letters dated 30/12/2019 & 22/07/2020
- 13.12 Planning Permit M:2016/1208
- 13.13 Building Permit BS-U 38261/20170023/0
- 13.14 Builders Warranty Insurance Policy No. 180068372BWI-14
- 13.15 Occupancy Permit BS-U 38261/20170023/0
- 13.16 Owners Corporation Certificate
- 13.17 Maroondah City Land Information Certificate
- 13.18 Yarra Valley Water Information Statement
- 13.19 State Revenue Office Land Tax Clearance Certificate
- 13.20 Vicroads Certificate
- 13.21 EPA Priority Sites Register

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

Property Report from www.land.vic.gov.au on 17 February 2021 02:53 PM

Address: UNIT 3/23 MOORE AVENUE CROYDON 3136

Lot and Plan Number: Lot 3 PS802895

Standard Parcel Identifier (SPI): 3\PS802895

Local Government (Council): MAROONDAH **Council Property Number:** 262051

Directory Reference: Melway 51 C2

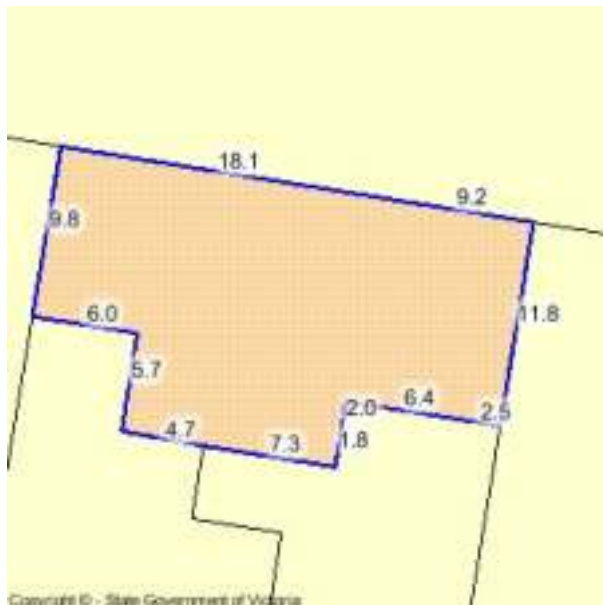
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 356 sq. m

Perimeter: 86 m

For this property:

— Site boundaries

— Road frontages

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

1 dimension shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

State Electorates

Legislative Council: EASTERN METROPOLITAN

Legislative Assembly: CROYDON

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: Yarra Valley Water

Melbourne Water: inside drainage boundary

Power Distributor: AUSNET (Information about [choosing an electricity retailer](#))

Planning information continued on next page

Planning Zone Summary

Planning Zone: NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 (NRZ3)

Planning Overlay: SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3 (SLO3)

Planning scheme data last updated on 10 February 2021.

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 [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 17 February 2021 02:53 PM

PROPERTY DETAILS

Address: **UNIT 3/23 MOORE AVENUE CROYDON 3136**
Lot and Plan Number: **Lot 3 PS802895**
Standard Parcel Identifier (SPI): **3\PS802895**
Local Government Area (Council): **MAROONDAH**
Council Property Number: **262051**
Planning Scheme: **Maroondah**
Directory Reference: **Melway 51 C2**

www.maroondah.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/maroondah

UTILITIES

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

STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**
Legislative Assembly: **CROYDON**

Planning Zones

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

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 \(NRZ3\)](#)



 **NRZ - Neighbourhood Residential**  **PPRZ - Public Park & Recreation**

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

Planning Overlay

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY – SCHEDULE 3 \(SLO3\)](#)



SLO - Significant Landscape

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

Further Planning Information

Planning scheme data last updated on 10 February 2021.

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>

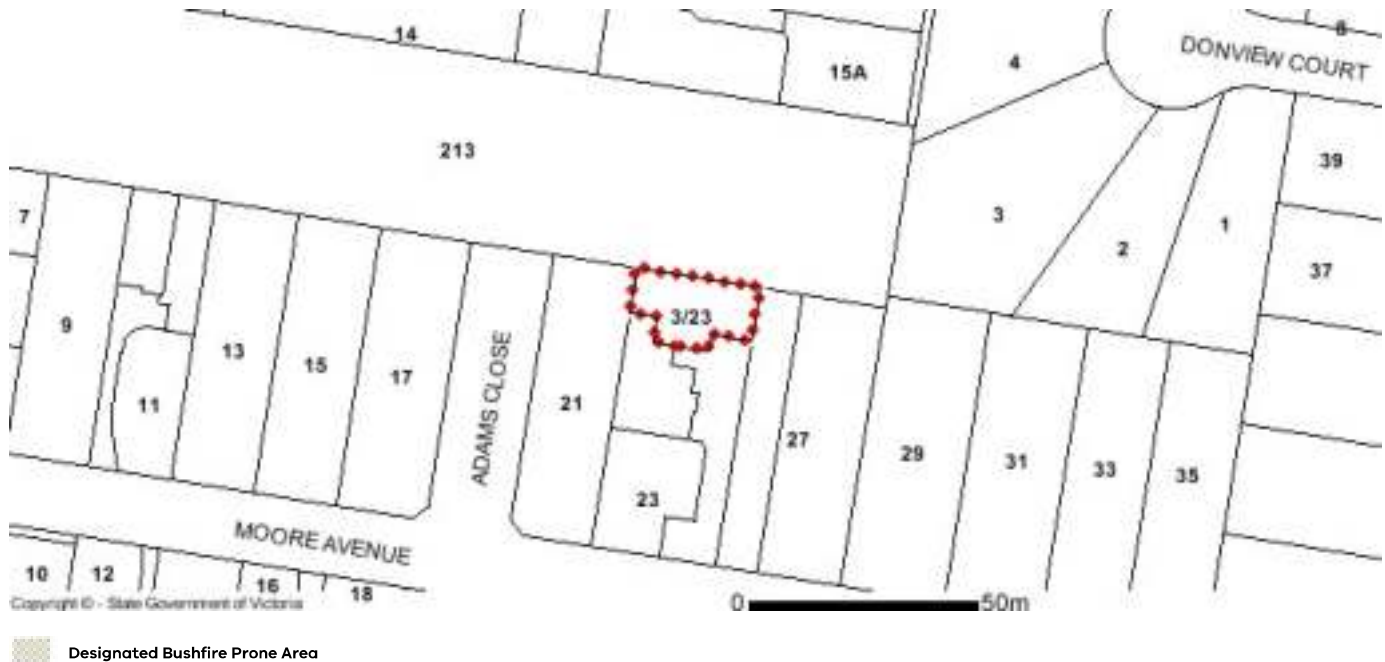
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

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

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

VOLUME 12276 FOLIO 427 Security no : 124088165421Y
Produced 17/02/2021 09:36 AM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 802895F.
PARENT TITLES :
Volume 08091 Folio 692 Volume 08322 Folio 095
Created by instrument PS802895F 11/01/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MOORE ST (VIC) PTY LTD of 34 TERRIGAL CLOSE RINGWOOD NORTH VIC 3134
PS802895F 11/01/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM055343J 24/07/2015
WIN SECURITIES LTD
VARIATION OF MORTGAGE AN378949J 15/12/2016
VARIATION OF MORTGAGE AS365157Y 19/07/2019

CAVEAT AS448174N 16/08/2019
Caveator
MANDA CAPITAL HOLDINGS PTY LTD ACN: 168795088
Grounds of Claim
CHARGE CONTAINED IN AN AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
15/08/2018
Estate or Interest
INTEREST AS CHARGE
Prohibition
ABSOLUTELY
Lodged by
MEERKIN & APEL
Notices to
RODNEY SAW of 56 GREVILLE STREET PRAHRAN VIC 3181

CAVEAT AS960580T 05/02/2020
Caveator
KOA CAPITAL PTY LTD ACN: 632014521
Grounds of Claim
MORTGAGE WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
03/02/2020

Estate or Interest
INTEREST AS MORTGAGEE
Prohibition
ABSOLUTELY
Lodged by
KCL LAW
Notices to
SOPHIE BOYD of LEVEL 4 555 LONSDALE STREET MELBOURNE VIC 3000

CAVEAT AT607599L 16/09/2020

Caveator
BLAZENKA HRVOJEVIC, SIMON HRVOJEVIC
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.

Parties
THE REGISTERED PROPRIETOR(S)

Date
22/11/2016

Estate or Interest
INTEREST AS MORTGAGEE
Prohibition
ABSOLUTELY
Lodged by
PCL LAWYERS
Notices to
MELISSA BARLAS of LEVEL 8 446 COLLINS STREET MELBOURNE VIC 3000

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

DIAGRAM LOCATION

SEE PS802895F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS802895F (B)	PLAN OF SUBDIVISION	Registered	11/01/2021
AT937226L	RECTIFY NAME ADDRESS	Registered	12/01/2021

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

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

Street Address: UNIT 3 23 MOORE AVENUE CROYDON VIC 3136

ADMINISTRATIVE NOTICES

NIL

eCT Control 18151B MGR SOLICITORS
Effective from 11/01/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS802895F

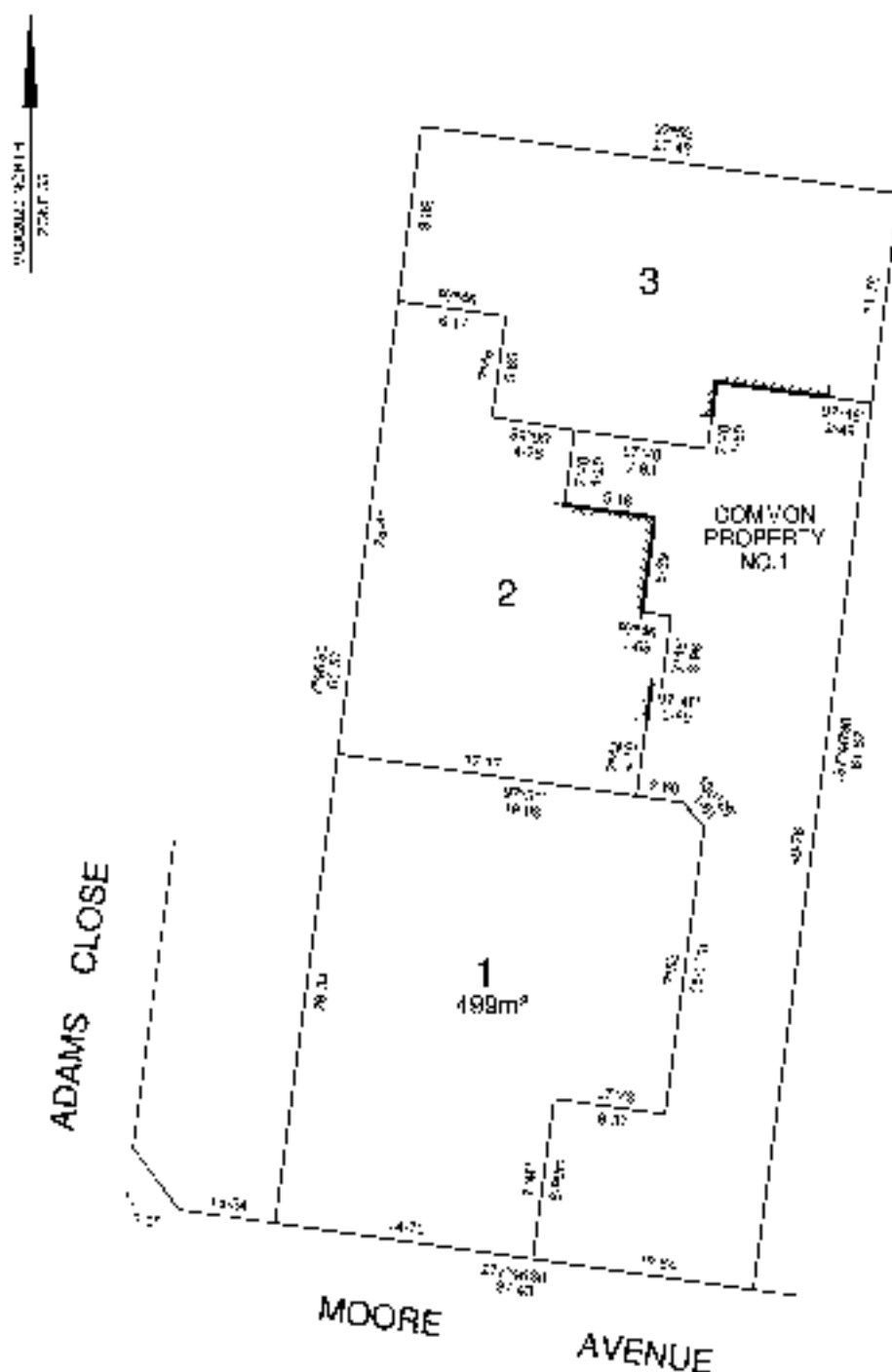
DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by InfoTrack has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

PLAN OF SUBDIVISION		EDITION 1		PS 802895F											
LOCATION OF LAND PANISH : Mooroolbark TOWNSHIP : - SECTION : - CROWN ALLOTMENT : - CROWN PORTION : 11B (Part) TITLE REFERENCE : V.8091 F.692, V.8322 F.005 LAST PLAN REFERENCE : Lot 14, LP 21100 Lot 1, TP 336853G POSTAL ADDRESS : (at time of subdivision) 23 Macrae Avenue, Croydon 3136 MGA2020 Coordinates (at survey centre of lot 1) E 349 835 ZONE: 55 N 5 815 945 GDA 2020															
VESTING OF ROADS AND/OR RESERVES <table border="1"> <thead> <tr> <th>IDENTIFIER</th> <th>CONTINUATION/REFERENCE</th> </tr> </thead> <tbody> <tr> <td>Nil</td> <td>Nil</td> </tr> </tbody> </table>						IDENTIFIER	CONTINUATION/REFERENCE	Nil	Nil						
IDENTIFIER	CONTINUATION/REFERENCE														
Nil	Nil														
NOTATIONS REPRESENTATION - Does not apply SURVEY - This plan is based on survey. STAGING - This is not a staged subdivision. Planning Permit No. M200101206 This survey has been connected to permanent marks no(s): 95, 147, 149 In Precinct or Survey Area No.															
NOTATIONS As shown in this plan may be affected by any of the Owners Corporation's then defaults of any Owners Corporation and for the purpose of the title, the Owners Corporation shall be deemed to be the Owners Corporation and the Owners Corporation shall be deemed to be the Owners Corporation and the Owners Corporation shall be deemed to be the Owners Corporation. Boundaries shown as thick continuous lines. These are defined by buildings. Fencing within a parcel and does not define the structure of the relevant wall is contained in that parcel. Location of Boundaries defined by Buildings: Exterior face All boundaries															
EASEMENT INFORMATION Legend: A - Appurtenant Easement, E - Encumbering Easement, R - Encumbering Easement (Road) Easements and rights implied by section 121(1) of the Subdivision Act 1988 apply to the whole of the land in this plan <table border="1"> <thead> <tr> <th>Easement Reference</th> <th>Purpose</th> <th>Width (Metres)</th> <th>Origin</th> <th>Land Bond from Power Of</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>						Easement Reference	Purpose	Width (Metres)	Origin	Land Bond from Power Of					
Easement Reference	Purpose	Width (Metres)	Origin	Land Bond from Power Of											
B.R.SMITH SURVEYORS P.O.Box 14, Ringwood east 3135 Ph: (03) 9470 6600, Fax: (03) 9470 6600 Email: brsmith@brsmith.com.au, www.brsmith.com.au Approved by Ringwood Council Surveyor 08/1/2004		SURVEYORS FILE REF 6257 VERSION: 06 Drawn by: [Name], Checked by: [Name] Surveyed by: [Name], [Date] [Name], [Date], [Date]		ORIGIN: 007-01 PLAN REGISTERED FILE: 10-00-0000 - DATE: 17/06/2021 FILE: 10-00-0000 - DATE: 17/06/2021 [Name], [Date], [Date]											

PS 802895F



B.R.SMITH SURVEYORS

P.O. Box 14, Pigeonville, Pk 3135
 Ph: (08) 9870 5628 Fax: (08) 9870 5628
 info@brrsmith.com.au www.brrsmith.com.au
 SURVEYORS FILE REF: 5557 VERSION: 03

SCALE
 1:200

Scale is given as Best Estimate. General Purpose
 Accuracy for Survey 100
 10m/1000.0m/1000.0m/1000.0m/1000.0m

UTM PROJECTION
 500000

Coordinate System:
 10m/1000.0m/1000.0m/1000.0m/1000.0m
 500000.0m/1000.0m/1000.0m/1000.0m/1000.0m

Sheet 3



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 17/02/2021 09:58:42 AM

OWNERS CORPORATION 1
PLAN NO. PS802895F

The land in PS802895F is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

23 MOORE AVENUE CROYDON VIC 3136

OC050493Q 11/01/2021

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:

OC050493Q 11/01/2021

Notations:

The purpose of Owners Corporation 1, PS802895F is to manage the land affected by the Owners Corporation

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	50	50
Lot 2	50	50
Lot 3	50	50
Total	150.00	150.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/02/2021 09:58:42 AM

OWNERS CORPORATION 1
PLAN NO. PS802895F

Statement End.

MORTGAGE OF LAND

Section 74 Transfer of Land Act 1958

Lodged by:

Name: McSwiney Green & Roman
Phone: 03 5721 2149
Address: 57 Reid Street, Wangaratta, Victoria, 3677
Ref: ALR:150663
Customer Code: 1242S

Priv
The inform
under stat
purpose o
registers :

AM055343J

24/07/2015 11:14 74


MADE AVAILABLE/CHANGE CONTROL

Office Use Only

The Mortgagor hereinafter described being registered as the proprietor of an estate and interest in fee simple in the land described subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument and duly registered in consideration of the advance hereinafter described lent or agreed to be lent to the Mortgagor or the Covenantor or both of them by the Mortgagee the said estate and interest in the said land and covenants and agrees with the Mortgagee as set out in the provisions contained in a Memorandum of Common Provisions retained by the Registrar of Titles referred to below and set out in any further provisions endorsed hereon or annexed hereto. A reference in the said Memorandum to an item in "the Schedule" is a reference to the applicable item hereunder. The Guarantor hereinafter described hereby covenants and agrees with the Mortgagee as set out in Clause 28 of the said Memorandum. The Covenantor hereinafter described hereby covenants and agrees with the Mortgagee as set out in Clause 29 of the said Memorandum.

Land being Mortgaged ✓
Volume 8091 Folio 692 and Volume 8322 Folio 095

Mortgagor - Full Names (Block Letters)
Moore St (Vic) Pty Ltd ACN 605 683 743

Mortgagee - Full Names and Addresses including Postcode (Block Letters)
Win Securities Limited ACN 007 346 223 of 37 Reid Street, Wangaratta, VIC 3677

Advance or other valuable consideration
\$513,500.00

Due Date
At the expiration of 90 days from the commencement date or thereafter at the expiration of 30 days from the date upon which written demand by the Mortgagee to the Mortgagor requesting payment of the money secured is made.

Guarantor - Full Names and Addresses (Block Letters) Peter Fahey Hume, Melissa Judith Hume and Humecon Pty Ltd ACN 606 034 593 all of 34 Terrigal Close, Ringwood North, VIC 3134	Covenantor - Full Names and Addresses (Block Letters) Not Applicable
--	---

INSTALLMENTS	INTEREST	Higher Rate	Lower Rate	Single Rate
Amount of Instalments (3.5.)		(2.4.5.) 13.25% p.a.	(2.4.5.) 9.25% p.a.	(3.) % p.a.

Intervals for Payment of Instalments (3.5.)	Rests for Calculation of Interest (2.3.4.5.)
N/A	Daily

Date of First Instalment (3.5.)	Commencing Date (2.3.4.5.)
	17-7-2015

Date of this Mortgage	Payment of Interest (2.4.)
17-7-2015	Monthly

The provisions contained in Memorandum of Common Provisions retained by the Registrar of Titles in No. AA689 are incorporated in this mortgage.	Date of First Payment (2.4.)

This Mortgage is a -

Law Institute of Victoria Standard Variable Mortgage (Interest Only) (2.)	☒
Law Institute of Victoria Standard Single Rate Variable Mortgage (Instalments) (3.)	☐
Law Institute of Victoria Standard Fixed Mortgage (Interest Only) (4.)	☐
Law Institute of Victoria Standard Higher & Lower Rate Variable Mortgage (Instalments) (5.)	☐

* Tick box required (one box only)

Continued on M Page 2

Approval No. 12251305A

STAMP DUTY USE ONLY

M

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Annexure Page

Transfer of Land Act 1958

AM055343J



This is page 3 of Approved Form M dated 17.7.2015
Between Win Securities Limited ACN 007 346 223 and Moore St (Vic) Pty Ltd ACN 605 683 743

Signatures of the parties:

INTERVALS FOR PAYMENT OF INSTALMENTS

Monthly on the last day of each month save for the first instalment.

SPECIAL CONDITIONS

The Mortgagor covenants and agrees with the Mortgagee and declares that the provisions of the Memorandum of Common Provisions No.AA689 shall be varied as follows:-

1. Clauses 5(3)(c) and 5(5)(b) shall not apply.
2. By including the following:-
 - A. After clause 1(2)(j) add:-
 - (k) ceases to carry on business or if any cheque or bill of exchange drawn by the Mortgagor payable to the Mortgagee or its Solicitors shall be dishonoured or not met on presentation for payment;
 - (l) being a Company:-
 - (i) without the consent in writing of the Mortgagee creates or attempts or purports to create any floating charge or general charge;
 - (ii) if the Australian Securities Commission in any way investigates the affairs of the Mortgagor;
 - (iii) without the consent in writing of the Mortgagee any member of the Mortgagor shall pass or propose or call any meeting for the purpose of passing a resolution effecting any change to the Memorandum or Articles of Association of the Mortgagor; or
 - (iv) without the consent in writing of the Mortgagee any change in the directors of the Mortgagor shall occur.
 - B. AFTER clause 5(5)(a)(iii) add:-
 - (iv) the Mortgagor defaults in payment of any instalment;
 - C. AFTER clause 11(f) add:-
 - (g) of and incidental to any inspection carried out by the Mortgagee or any authorised person pursuant to clauses 16 or 22.
 - D. ADD new clause 32:-
 32. The Mortgagor shall pay to the Mortgagee such management charge or fee as the Mortgagee shall from time to time impose and such charge or fee shall form part of the moneys hereby secured.
 - E. ADD new clause 33:
 33. The Mortgagee is authorised to debit any account the Mortgagor and/or Covenantor has with the Mortgagee with all or any part of the moneys hereby secured.
 - F. ADD new clause 34:
 34. The Mortgagee is not under any obligation to marshal in favour of the Mortgagor any security held by the Mortgagee or any of the funds or assets that the Mortgagee may be entitled to receive or have a claim upon.
 - G. In clause 31(8) substitute for the words "three days" the words "one day".

Approval No. 12251505A

A1

Page 3 of 3

1. If there is insufficient space to accommodate the required information in a panel of the attached Form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached Form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Execution and attestation;

AM055343J



Executed by Moore St (Vic) Pty Ltd ACN)
605 683 743 in accordance with Section)
127 of the *Corporations Act 2001* by being)
signed by those persons authorised to sign
for the Company:

Director
Name: Peter Fahey Hume
34 Terrigal Close, Ringwood North 3134

Director
Melissa Judith Hume
34 Terrigal Close, Ringwood North 3134

Signed by the Guarantors PETER FAHEY)
HUME & MELISSA JUDITH HUME in the)
presence of:

Executed by Humecon Pty Ltd ACN 606)
034 593 in accordance with Section 127 of)
the *Corporations Act 2001* by being signed)
by those persons authorised to sign for the
Company:

Director
Name: Peter Fahey Hume
34 Terrigal Close, Ringwood North 3134

Director
Melissa Judith Hume
34 Terrigal Close, Ringwood North 3134

THE COMMON SEAL of WIN Securities)
Limited ACN 007 346 223 was affixed in the)
presence of authorised persons:



Director
ANTONINO GIOVANNI RUVOLO
37 Reid Street, Wangaratta

Director
NORMAN MAURICE THOMPSON
37 REID STREET
WANGARATTA 3677

Approval No. 12251305A

M Page 2

THE BACK OF THIS FORM MUST NOT BE USED

NOTICE TO PAY

TO: Moore St (Vic) Pty Ltd ACN 605 683 743 as trustee for Moore St Trust
34 Terrigal Close, Ringwood North VIC 3134

WHEREAS:

1. By Mortgage dated 17/07/2015 registered dealing number AM055343J, Variation of Mortgage dated 15/12/2016 registered dealing number AN378949J and Variation of Mortgage dated 18/07/2019 registered dealing number AS365157Y, you mortgaged your Property known as 23 Moore Avenue, Croydon being the whole of the land comprised in Certificates of Title Volume 8091 Folio 692 and Volume 8322 Folio 095 to Win Securities Ltd ACN 007 346 223 (the Mortgagee).
2. You have defaulted in payment of interest agreed to be paid under the mortgage to the Mortgagee and there is now owing to the Mortgagee in respect of such default the sum of \$181,514.28 as at 25/03/2020.
3. You are required by the Mortgagee to remedy the default referred to in Clause 2 above and pay the sum of \$816.31 being costs and expenses of the mortgagee in preparing and serving this notice.
4. If you fail to comply with this notice within 7 days after service of it on you, the mortgagee proposes to exercise its power of sale of 23 Moore Avenue, Croydon.

Dated this 26th day of March 2020



Alecia Roman – MGR Solicitors
Solicitor for the mortgagee



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 17/02/2021 09:58:42 AM

Status	Registered	Dealing Number	AS448174N
Date and Time Lodged	16/08/2019 02:40:08 PM		

Lodger Details

Lodger Code	19614F
Name	MEERKIN & APEL
Address	
Lodger Box	
Phone	
Email	
Reference	RKS:EC:180365

CAVEAT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Land Title Reference

8091/692
8322/095
8749/656
11688/372

Caveator

Name	MANDA CAPITAL HOLDINGS PTY LTD
ACN	168795088

Grounds of claim

Charge contained in an agreement with the following Parties and Date.

Parties

The Registered Proprietor(s)

Date

15/08/2018

Estate or Interest claimed

Interest as Chargee

Prohibition

Absolutely



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Name and Address for Service of Notice

Rodney Saw

Address

Street Number	56
Street Name	GREVILLE
Street Type	STREET
Locality	PRAHRAN
State	VIC
Postcode	3181

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

Executed on behalf of	MANDA CAPITAL HOLDINGS PTY LTD
Signer Name	RODNEY KEITH SAW
Signer Organisation	MEERKIN & APEL
Signer Role	LAW PRACTICE
Execution Date	16 AUGUST 2019

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 17/02/2021 09:58:42 AM

Status	Registered	Dealing Number	AS960580T
Date and Time Lodged	05/02/2020 11:10:12 AM		

Lodger Details

Lodger Code	20876Q
Name	KCL LAW
Address	
Lodger Box	
Phone	
Email	
Reference	IK: SB: 191038

CAVEAT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Land Title Reference

8091/692
8322/095

Caveator

Name	KOA CAPITAL PTY LTD
ACN	632014521

Grounds of claim

Mortgage with the following Parties and Date.

Parties

The Registered Proprietor(s)

Date

03/02/2020

Estate or Interest claimed

Interest as Mortgagee

Prohibition

Absolutely

Name and Address for Service of Notice



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Sophie Boyd

Address

Floor Type	LEVEL
Floor Number	4
Street Number	555
Street Name	LONSDALE
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

Executed on behalf of	KOA CAPITAL PTY LTD
Signer Name	ILAN KRAUS
Signer Organisation	KCL LAW
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	05 FEBRUARY 2020

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 17/02/2021 09:58:42 AM

Status	Registered	Dealing Number	AT607599L
Date and Time Lodged	16/09/2020 09:05:43 AM		

Lodger Details

Lodger Code	18226V
Name	PCL LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	Hrvojevic 38376

CAVEAT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Land Title Reference

8091/692
8322/095

Caveator

Given Name(s)	SIMON
Family Name	HRVOJEVIC
Given Name(s)	BLAZENKA
Family Name	HRVOJEVIC

Grounds of claim

Agreement with the following Parties and Date.

Parties

The Registered Proprietor(s)

Date

22/11/2016

Estate or Interest claimed

Interest as Mortgagee

Prohibition



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Absolutely

Name and Address for Service of Notice

Melissa Barlas

Address

Floor Type	LEVEL
Floor Number	8
Street Number	446
Street Name	COLLINS
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

Executed on behalf of	SIMON HRVOJEVIC BLAZENKA HRVOJEVIC
Signer Name	MELISSA BARLAS
Signer Organisation	PCL LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	16 SEPTEMBER 2020

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

PLANNING PERMIT

Permit No : M/2014/405

Page 1 of 6

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

ADDRESS OF THE LAND:

23 MOORE AVENUE, CROYDON VIC 3136

THE PERMIT ALLOWS:

CONSTRUCTION OF THREE DOUBLE-STOREY DWELLINGS AND REMOVAL OF VEGETATION IN ACCORDANCE WITH THE ENDORSED PLANS.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

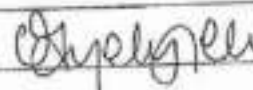
1. Amended Plans Required

Before the development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three (3) copies must be provided. The plans must be in accordance with the advertised plans with Reference No.1498, dated 14 July 2014 by DiZign Building Designers, but modified to show:

- (a) Removal of Tree No.1 – Red Gum (*Eucalyptus camuldulensis*) in the north-west corner.
- (b) The dimensions and locations (plotted on the plans to the satisfaction of the Responsible Authority) of all Tree Protection Zones (TPZ) and Structural Root Zones (SRZ), as determined by an accredited arborist (accurately calculated in accordance with the Australian Standard for 'Protection of trees on development sites' (AS 4970-2009), for all trees identified in the schedule.
- (c) Employ and annotate on plans low impact construction measures to any aspect of the development which encroaches greater than 10% of a Tree Protection Zone (TPZ) of any retained on-site canopy trees or any neighbouring canopy trees and there be no encroachment within the Structural Root Zone (SRZ) of any tree unless a non-exploratory investigation under the supervision of a qualified Arborist has determined an alternative SRZ location to the satisfaction of the Responsible Authority.
- (d) Any utility services required within the TPZ of a retained on-site canopy trees and within the TPZ of any neighbouring canopy trees they must be under bored at a depth of not less than 600mm, or alternatively dug by hand leaving the root system intact under the supervision of a qualified Arborist.
- (e) A corner splay or area extending at least 2 metres along the frontage from the edge of the accessway and 2.5 metres along the accessway from the frontage, to provide a clear view of pedestrians on the footpath of the frontage road. The landscaping or structures in these areas is to be less than 0.9 metres in height.
- (f) The existing crossover is to be removed and kerb, channel and naturestrip is to be reinstated.

Date issued : 12-Dec-2014

Signature for the
Responsible Authority:



PLANNING PERMIT

Permit No : M/2014/405

Page 2 of 6

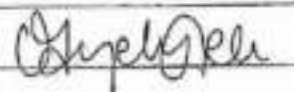
Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

-
- (g) Shift the entire Dwelling No.3 a minimum of 2.2 metres further west and any subsequent changes to window fenestration and portico entry and boundary fencing relocation (between Dwelling Nos.2 and 3) allowed to the satisfaction of the Responsible Authority. Alternatively, alter the layout of Dwelling No.3 to provide a minimum setback of 2.5 metres from its eastern side boundary at ground-floor and a minimum setback of 5.0 metres from its eastern side boundary at first-floor and subsequent changes to its layout are allowed whilst not reducing setbacks at ground and first-floors from its northern rear boundary all to the satisfaction of the Responsible Authority.
- (h) Provision of either; sills; a fixed screen (with a maximum permeability of 25%); or fixed obscure glazing (not film) with a maximum transparency of 25%, to a minimum height of 1.7 metres above finished floor level to the following first floor windows:
- i. South-facing bedroom 3 window of Dwelling 3;
 - ii. South-facing bedroom 1 of Dwelling 3;
 - iii. West-facing window to bedroom 1 of Dwelling 1;
 - iv. West-facing window to the corridor of Dwelling 2; and
 - v. West-facing bedroom 3 window of Dwelling 3.
- (i) Provision of minimum 1.95 metre high timber paling fence along the eastern and western side boundaries except for within its 9.0 metre front setback where the fence tapers down to no higher than 0.9 metres.
- (j) Provision of minimum 1.95 metre high timber paling fence along the northern rear boundary.
- (k) A schedule of materials, colours and finishes to the satisfaction of the Responsible Authority.
2. **Layout Not Altered – Development**
The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
3. **Landscape Plan**
Before the development starts, a landscape plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the landscape plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show
- (a) a survey (including botanical names) of all existing vegetation to be retained and/or removed;
 - (b) buildings and trees (including botanical names) on neighbouring properties within three metres of the sites boundaries;
 - (c) details of surface finishes of pathways, paved areas and driveways;

Date issued : 12-Dec-2014

Signature for the
Responsible Authority:



PLANNING PERMIT

Permit No : M/2014/405

Page 3 of 6

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

- (d) a planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant;
- (e) landscaping and planting within all open areas of the site, including canopy tree plantings, garden beds and lawn areas;
- (f) the locations of clothes lines, service and refuse bin storage areas, provided with suitable hard surfacing and access pathways;
- (g) the location of storage facilities for each dwelling with convenient access to at least 6 cubic metres of externally accessible, secure storage space; and
- (h) WSUD features, including rainwater tanks.
 - i. All species selected must be to the satisfaction of the Responsible Authority.

4. Construction Plans For Paving Required

Before any building or works start, construction plans for all parking areas and access lanes must be submitted to and approved by the Responsible Authority. The construction plans must be consistent with the endorsed site layout, development plans and landscaping plans.

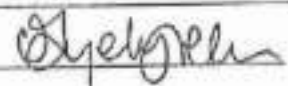
5. Construction Plans for Drainage Required

Before any building or works start, drainage plans prepared by a suitably qualified person to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority (Drainage Plans). The Drainage Plans must:

- (a) Show all drainage works associated with the development including any drainage works required beyond the boundaries of the land;
- (b) Show the nominated legal point of discharge;
- (c) Convey stormwater runoff by means of underground drains to the nominated legal point of discharge;
- (d) Prevent overland flows from having a detrimental effect on the environment or adjoining properties;
- (e) Limit the permissible Site Discharge (PSD) to the equivalent of a 35% impervious site coverage, or the pre-developed discharge rate if it is less than 35% impervious site coverage, to the satisfaction of the Responsible Authority; and
- (f) Provide appropriate stormwater detention storage to limit the maximum discharge rate to the PSD. The detention system must be designed to cater for a minimum of a 1 in 10 year ARI storm event.

Date issued : 12-Dec-2014

Signature for the
Responsible Authority:



PLANNING PERMIT

Permit No : M/2014/405

Page 4 of 6

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

6. WSUD

The site must include Water Sensitive Urban Design (WSUD) treatment as part of the stormwater works to mitigate and manage storm water and pollutant run-off.

- (a) The WSUD treatment may include, but not be limited to rainwater tanks (with dwelling access and reuse), permeable paving and bioretention systems (Please refer to Melbourne Water Best Practices Guidelines and <http://wsud.melbournewater.com.au/> for general information).

- i. The WSUD treatment systems must be included on the development, drainage and landscape plans.
- ii. The storm water drainage system shall be maintained at all times to ensure that the level of water quality discharged from the site is to the nominated point of discharge and to the satisfaction of the Responsible Authority.

- (b) The storm water drainage system on the site must be designed such that storm water runoff exiting the land meets the current best practice performance objectives for storm water quality, as contained in the Urban Storm water Best Practice Environmental Management Guidelines (Victorian Storm water Committee, 1999) as follows:

- ii. 80% retention of the typical annual load of suspended solids
- iii. 45% retention of the typical annual load of total phosphorus
- iv. 45% retention of the typical annual load of total nitrogen; and
- v. 70% retention of the typical annual load of gross pollutants

The proposed design response must meet these targets and the use of a consultant familiar with WSUD and MUSIC is required, to the satisfaction of the Responsible Authority.

7. Street Tree Removal

Before any building or works start, approval must be obtained and any relevant fees paid to Council's Depot to enable the removal of tree/s within the Moore Avenue road-reservation.

REQUIREMENTS PRIOR TO OCCUPANCY OF DEVELOPMENT:

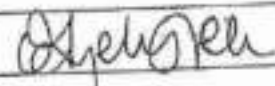
8. Car Park and Access Lanes

Before the development is occupied, the area(s) set aside for the parking of vehicles and access lanes as shown on the approved plan must be:

- (a) surfaced with a durable all-weather seal;
 - (b) drained to the nominated legal point of discharge;
- all to the satisfaction of the Responsible Authority.

Date Issued : 12-Dec-2014

Signature for the
Responsible Authority:



PLANNING PERMIT

Permit No : M/2014/405

Page 5 of 6

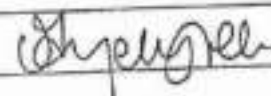
Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

9. **Construction of Vehicle Crossing**
Before the development is occupied, the owner must at its cost construct two (2) new vehicle crossings at right angles to the property boundary, to service the two (2) new driveways, to the satisfaction of the Responsible Authority. The new vehicle crossings must be a minimum 1000mm offset from any existing tree or utility service assets and 1100mm offset from either neighbouring property.
10. **Remove any Unnecessary Vehicular Crossing**
Before the development is completed, the owner must at its cost remove any unnecessary or redundant crossover and reinstate kerb and channelling and the affected nature strip to the satisfaction of the Responsible Authority.
11. **Completion of works**
Prior to the occupancy of the development, all buildings and works shall be constructed in accordance with the plans endorsed under Condition 1 of this permit, to the satisfaction of the Responsible Authority.
12. **Landscaping Completion**
Prior to the occupancy of the development, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.
13. **Landscaping Maintenance**
The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.
14. **No Vegetation Removal**
Unless with the prior written consent of the Responsible Authority, no vegetation shown on the endorsed plans to be retained may be felled, lopped, topped, ringbarked or otherwise destroyed or removed.
15. **Drainage Works Required**
Before the development is occupied, the drainage and associated works shown on the Drainage Plans must be constructed in accordance with those Plans to the satisfaction of the Responsible Authority. Within 14 days of the completion of the works, certification by a suitably qualified engineer must be submitted to the Responsible Authority certifying that works have been completed in accordance with the Drainage Plans.
16. **Control Sediment Laden Run Off**
During the construction of the development, methods to control sediment laden runoff as described under 'Best Practice Environmental Management Guidelines for Urban Stormwater' or similar must be implemented and used to minimise sediment laden runoff and stormwater pollution from leaving the land to the satisfaction of the Responsible Authority.
17. **Time Limit - Development only**
This permit will expire if one of the following circumstances applies:

Date issued : 12-Dec-2014

Signature for the
Responsible Authority:



PLANNING PERMIT

Permit No : M/2014/405

Page 6 of 6

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

-
- (a) the development is not started within two years of the date of this permit; or
 - (b) the development is not completed within four years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within six months afterwards if the development has not yet started, or within 12 months afterwards if the development has lawfully started before the permit expires.

ENGINEERING NOTES:

Legal Point of Discharge Required

Before any building or works start, a legal point of discharge (LPD) is to be obtained in accordance with Building Regulation 610. A copy of the LPD must be submitted with the Engineering plans. Requests for an LPD must be made via Maroondah City Council's Property Information application form, which incurs a fee in accordance with the Building Regulations and is available on Maroondah City Council's website and at all Customer Service outlets.

Asset Protection Permit Required

Before any building or works start, an Asset Protection Permit must be obtained from Council. Council infrastructure must be maintained in a safe condition during the construction period. Any damage caused by these works to Council assets must be reinstated to the satisfaction of the Council prior to the completion of works.

NOTES:

SUBMISSION OF CONDITION 1 AMENDED PLANS

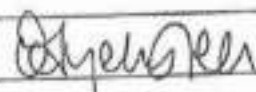
- Three full size copies (ie A1) must be provided.

LANDSCAPE PLAN NOTES:

- Landscape Plans, Tree Management Plans and Offset Management Plans must be submitted for assessment by Council as hardcopies.
 - (a) Landscape Plans - three full size copies (ie A1) must be provided.
 - (b) Tree Management Plans and Offset Management Plans – A4 size and in colour if required
- Following assessment, Council may seek changes to plans in order to ensure that permit requirements are met.
- Landscaping works must be completed prior to occupation of the dwellings. Please telephone 9298-4287 to arrange inspection of the landscaping works

Date issued : 12-Dec-2014

Signature for the
Responsible Authority:



Our Reference: M/2014/405
Enquiries to: Steven Kovordinsky
9298-4207

30 December 2019

Mr P Hume
PO Box 2309,
Ringwood North VIC 3134

Dear Sir/Madam

Application Number: M/2014/405
Application Address: 23 Moore Avenue, Croydon VIC 3136

Thank you for your request for an extension of time for Planning Permit M/2014/405.

I wish to advise that the request has been approved and an extension of time for a 6-month period is granted to complete the development.

The revised permit expiry date is:

- 12 June 2020 to complete the development.

Should you have any queries relating to the above, please do not hesitate to call me on the above number.

Yours faithfully

Steven Kovordinsky
STATUTORY PLANNING

Our Reference: M/2014/405
Enquiries to: Steven Koverdinsky
9298-4207

22 July 2020

Mr P Hume
PO Box 2309, Ringwood North VIC 3134

Dear Sir/Madam

Application Number: M/2014/405
Application Address: 23 Moore Avenue, Croydon VIC 3136

Thank you for your request for an extension of time for Planning Permit **M/2014/405**.

I wish to advise that the request has been approved and an extension of time for a one year period is granted to complete the development.

The revised permit expiry date is: 12 June 2021 to complete the development.

Should you have any queries relating to the above, please do not hesitate to call me on the above number.

Yours faithfully

Steven Koverdinsky
STATUTORY PLANNING

PLANNING PERMIT



Permit No. : M/2016/1208

Page 1 of 4

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

Address of the land:

23 Moore Avenue, Croydon VIC 3136

The permit allows:

Subdivision of the land into 3 lots in accordance with the endorsed plans

The following conditions apply to this permit:

1. Layout not altered – Subdivision

The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible authority

2. Section 173 Agreement – Subdivision

Before the Statement of Compliance is issued under the Subdivision Act 1988, the dwellings, paving, landscaping and drainage (including any on-site detention system) required by Planning Permit M/2014/405 must be completed to the satisfaction of the Responsible Authority. If these buildings and works are not completed, the land owner must enter into an agreement pursuant to Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide that:

- (a) In accordance with Section 181 of the Planning and Environment Act 1987 the agreement will be registered with the Registrar of titles and will run with the land;
- (b) Except with the Responsible Authority's prior written consent all buildings, works, drainage and landscaping on the land (including common property) must be in accordance with the plans and conditions of Planning Permit No. M/2014/405 issued on 12 December 2014 and must be completed prior to the occupation of any new dwelling on the land, to the satisfaction of the Responsible Authority;
 - (i) Regardless of any right conferred by the Maroondah Planning Scheme;
 - (ii) Regardless of any subdivision of the land; and
 - (iii) Even if Planning permit No. M/2014/405 issued on 12 December 2014 expires, is cancelled or otherwise ceases to operate; and

Date issued : 13-Feb-2017

Signature for the
responsible authority: _____

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

PLANNING PERMIT



Permit No. : M/2016/1208

Page 2 of 4

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

-
- (c) After the completion of the development of a lot created under this permit, no buildings or works comprising the development may be altered or extended without the further prior written consent of the Responsible authority;

All costs (including legal costs) associated with the preparation and review of the agreement and the registration of the agreement on the Certificate of Title for the land must be paid by the owner.

3. Payment in Lieu of Open Space

Before the Statement of Compliance is issued under the Subdivision Act 1988, the applicant or owner must pay Council a sum equivalent to 5% of the site value of all land in the subdivision as a contribution for public open space in accordance with the schedule to clause 52.01 of the Scheme.

Referral Authorities

4. Yarra Valley Water

Water

The owner of the land must enter into an agreement with Yarra Valley Water for the provision of water supply.

Sewerage

The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage.

5. Melbourne Water

Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

No polluted or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains and watercourses.

6. Ausnet Electricity Services Pty Ltd

Electricity

The applicant must:

Date issued : 13-Feb-2017

Signature for the
responsible authority: _____

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended.
Please check with the responsible authority that this permit is the current permit and can be acted upon.

PLANNING PERMIT



Permit No. : M/2016/1208

Page 3 of 4

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

- (a) Enter into an agreement with Ausnet Electricity Services Pty Ltd for the supply of electricity to each lot on the endorsed plan.
- (b) Enter into an agreement with Ausnet Electricity Services Pty Ltd for the rearrangement of the existing electricity supply system;
- (c) Rearrange, to the satisfaction of Ausnet Electricity Services Pty Ltd, any existing private electric lines that cross boundaries of the proposed lot to supply existing installations. Such lines shall be constructed with underground cables.

7. Telecommunications - Agreement

The owner of the land must enter into an agreement with:

- (a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
- (b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

8. Telecommunications – Statement of Compliance

Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

- (a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
- (b) A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Date issued : 13-Feb-2017

Signature for the
responsible authority: _____

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

PLANNING PERMIT



Permit No. : M/2016/1208

Page 4 of 4

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

9. Time Limit – Subdivision

This permit will expire if one of the following circumstances applies:

- (a) The subdivision plan is not certified within two years of the date of issue of this permit; or
- (b) The registration of the subdivision is not completed within five years of the date of this permit.

The responsible authority may extend the periods referred to in (a) above if a request is made in writing before the permit expires or within six months afterwards.

NOTES:

- If a Section 173 Agreement is required contact Council's solicitors Maddocks 9258 3555 or email Section173@maddocks.com.au
- Public Open Space Contribution has been derived from the Schedule to Clause 52.01 of the Maroondah Planning Scheme and payment of the contribution is required by Section 18 of the Subdivision Act. Valuations are made and may be varied in accordance with Section 19 of the Subdivision Act. Valuations are valid for 12 months. After this time a re-valuation will be applicable.
- For specific requirements and final inspection bookings for completed drainage and paving works, please contact Council's Engineering Department. 9298 4292
- Final inspection bookings for completed landscaping in accordance with endorsed landscape plans, please contact Council's Statutory Planning Department. 9298 4287
- Melbourne Water – For further information in relation to Melbourne Water Conditions contact Melbourne Water on 9235 2517 quoting Melbourne Water reference:285688
- Yarra Valley Water – (03) 9874 2122 – Ref.: 234744
- AusNet Electricity Services Pty Ltd (03) 9238 6374 Ref : 75034998

Date issued : 13-Feb-2017

Signature for the
responsible authority: _____

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.



PO Box 23 Clarendon 3160
P: 0544 1688 F: 0544 0876
E: admin@icheckbs.com.au
W: www.icheckbs.com.au

Project Number: 201600069

FORM 2
Building Act 1993

Building Regulations 2006 Regulation 313

BUILDING PERMIT No. BS-U 38261/20170023/0 ISSUED 27/03/2017
EXTENSION OF TIME - 26/03/2019

Issued to

Owner **Moore St (Vic) Pty Ltd**
Postal address **34 Terrigal Close, RINGWOOD NORTH**
Telephone **0418 830 490**

Postcode **3134**

Property details

Number **23** Street/road **Moore Avenue**
Lot/s **14** LP/PS **LP21106**
Crown allotment **Section**
Municipal District **Maroondah City Council**

City/suburb/town **CROYDON** Postcode **3136**
Volume **08091** Folio **692**
Parish **Mooroobark** County **Mornington**
Unique Property Identifier

Builder

Name **Humecon Pty Ltd**
Address **PO Box 2309 RINGWOOD NORTH**

Telephone **0418 830 490**
Postcode **3134**

Details of building practitioners and architects

a) to be engaged in the building work ³

Name:	Category/Class:	Registration No:
Peter Hume	Domestic Builder Unlimited	DB-U 40599

b) who were engaged to prepare documents forming part of the application for this permit ⁴

Name:	Category/Class:	Registration No:
Diane Carter	Draftsperson Architectural	DP-AD 20007
Ratana Sar	Civil Engineer	EC 17906
Leon Chuah	Civil Engineer	EC 18942

Details of domestic building work insurance

The issuer or provider of the required insurance policy is **180068372BWI-14, 180068372BWI-15, 180068372BWI-16**

Details of relevant planning permit

Planning permit no. **M/2014/405** Date of grant of planning permit. **12/12/2014**

Nature of building work: Construction of three new double storey dwellings, associated garages and retaining walls

Stage of building work permitted: All

Cost of building work: \$856,000

Total floor area of new building work: 495m²

Conditions: This building permit is issued subject to compliance with all of the conditions as listed in Appendix A

BCA Class 1a1, 10a, 10b

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: **27/03/2018**

This building work must be completed by: **27/03/2020**

Inspection requirements

The mandatory notification stages are:

Inspection of Blinding (Tree Root Barrier)

Inspection of Bored Piers RW1 Retaining Walls

Inspection of Strip Footings

Inspection of Pad Footings
Inspection of Stump Holes
Inspection of Sub Floor
Inspection of Framework
Inspection of Occupancy Permit

Relevant building surveyor
Name: Mitroklis Jim Menelaou

Registration No. BS-U 38261

Signature: _____



1. Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building works is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
2. Under regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Include building practitioners with continuing involvement in the building work.
4. Include only building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$12,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

Appendix "A"
Conditions of Approval
Building Permit No. BS-U 38261/20170023/0

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to an Occupancy Permit being issued:

1. A copy of roof truss manufacturer's specifications and layout must be submitted for approval prior to a frame inspection being called for;
2. A copy of post-strut floor joist manufacturer's specifications and layout must be submitted for approval prior to a frame inspection being called for;
3. As per Building Regulation 310 and Section 148 of the Water Act 1989, it is the building owner's and the builders responsibility to maintain the required clearance to any service authority asset/s situated in or around the subject site;
4. A Termite protection compliance certificate must be submitted from an accredited termite protection contractor certifying that part A and part B protection has been provided in accordance with AS 3680.1;
5. A minimum 400mm bearer clearance shall be provided for termite inspection and compliance with AS 3680.1;
6. Regulation 603 dual engineering certification forms part of this building permit. The owner of this property must provide the adjoining owner/s at 21 Moore Ave, Croydon and Maroondah City Council with a copy of the dual engineering certificates provided under building regulation 603 and all documents referred to in the engineering certificates;
7. A waterproofing certificate from a registered contractor stating compliance with AS 3740 for the shower floor (no preformed base) and surrounding walls must be submitted prior to a final inspection;
8. A plumbing compliance certificate for all of the above and below ground plumbing works must be submitted prior to a final inspection;
9. A plumbing compliance for the mechanical services (including ducted heating and evaporative coolers) must be submitted prior to a final inspection;
10. An electrical compliance certificate for all of the electrical works must be submitted prior to a final inspection;
11. An insulation certificate certifying compliance with the approved building permit drawings and/or requirements of the energy rating report for a 6 star rating must be submitted prior to a final inspection;
12. A glazing certificate for the supply and installation of windows and shower screens certifying compliance with AS 1288 and AS 2047 must be submitted prior to a final inspection;
13. The building work shall be carried out wholly from within the allotment and without removing the boundary fences (unless otherwise agreed to by the adjoining owner);
14. This building permit does not include any pest or quality of workmanship inspections. The owner must ensure he/she engages a professional pest control inspection and or quality control inspection of the building/dwelling and associated buildings on the site prior to works commencing and after works are complete if the owner/s desire to do so. All dwellings must have a pest infestation inspection and or report carried out whether or not the land is in an area liable to termite infestation identified by the relevant municipal council. Inspections carried out by this office are only relevant to the mandatory inspections required by the building act 1993 and building regulations.

FORM 2
Building Act 1993

Building Regulations 2006 Regulation 313

BUILDING PERMIT No. BS-U 38261/20170023/0 ISSUED 27/03/2017
AMENDED BUILDING PERMIT - EXTENSION OF TIME - 26/03/2019
AMENDED BUILDING PERMIT - EXTENSION OF TIME - 31/03/2020

Issued to

Owner **Moore St (Vic) Pty Ltd**
Postal address **34 Terrigal Close, RINGWOOD NORTH**
Telephone **0418 830 490**

Postcode **3134**

Property details

Number **23** Street/road **Moore Avenue** City/suburb/town **CROYDON** Postcode **3136**
Lot/s **14** LP/PS **LP21106** Volume **08091** Folio **692**
Crown allotment Section Parish **Mooroolbark** County **Mornington**
Municipal District **Maroondah City Council** Unique Property Identifier

Builder

Name **Humecon Pty Ltd** Telephone **0418 830 490**
Address **PO Box 2309 RINGWOOD NORTH** Postcode **3134**

Details of building practitioners and architects

a) to be engaged in the building work ³

Name:	Category/Class:	Registration No:
Peter Hume	Domestic Builder Unlimited	DB-U 40599

b) who were engaged to prepare documents forming part of the application for this permit ⁴

Name:	Category/Class:	Registration No:
Diane Carter	Draftsperson Architectural	DP-AD 20007
Ratana Sar	Civil Engineer	EC 17906
Leon Chuah	Civil Engineer	EC 18942

Details of domestic building work insurance

The issuer or provider of the required insurance policy is **180068372BWI-14, 180068372BWI-15, 180068372BWI-16**

Details of relevant planning permit

Planning permit no. **M/2014/405** Date of grant of planning permit. **12/12/2014**

Nature of building work: Construction of three new double storey dwellings, associated garages and retaining walls

Stage of building work permitted **All**

Cost of building work **\$856,000**

Total floor area of new building work **495m²**

Conditions: This building permit is issued subject to compliance with all of the conditions as listed in Appendix A

BCA Class 1a1, 10a, 10b

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: **27/03/2018**

This building work must be completed by: **27/03/2021**

Inspection requirements

The mandatory notification stages are:

Inspection of Blinding (Tree Root Barrier)

Inspection of Bored Piers RW1 Retaining Walls

Inspection of Strip Footings
Inspection of Pad Footings
Inspection of Stump Holes
Inspection of Sub Floor
Inspection of Framework
Inspection of Occupancy Permit

Relevant building surveyor

Name: Mitroklis Jim Menelaou

Registration No. BS-U 38261

Signature: _____



1. Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building works is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
2. Under regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Include building practitioners with continuing involvement in the building work.
4. Include only building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$12,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

Appendix "A"
Conditions of Approval
Building Permit No. BS-U 38261/20170023/0

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to an Occupancy Permit being issued:

1. A copy of roof truss manufacturer's specifications and layout must be submitted for approval prior to a frame inspection being called for;
2. A copy of post-strut floor joist manufacturer's specifications and layout must be submitted for approval prior to a frame inspection being called for;
3. As per Building Regulation 310 and Section 148 of the Water Act 1989, it is the building owner/s and the builders responsibility to maintain the required clearance to any service authority asset/s situated in or around the subject site;
4. A Termite protection compliance certificate must be submitted from an accredited termite protection contractor certifying that part A and part B protection has been provided in accordance with AS 3660.1;
5. A minimum 400mm bearer clearance shall be provided for termite inspection and compliance with AS 3660.1;
6. Regulation 603 dual engineering certification forms part of this building permit. The owner of this property must provide the adjoining owner/s at 21 Moore Ave, Croydon and Maroondah City Council with a copy of the dual engineering certificates provided under building regulation 603 and all documents referred to in the engineering certificates;
7. A waterproofing certificate from a registered contractor stating compliance with AS 3740 for the shower floor (no preformed base) and surrounding walls must be submitted prior to a final inspection;
8. A plumbing compliance certificate for all of the above and below ground plumbing works must be submitted prior to a final inspection;
9. A plumbing compliance for the mechanical services (including ducted heating and evaporative coolers) must be submitted prior to a final inspection;
10. An electrical compliance certificate for all of the electrical works must be submitted prior to a final inspection;
11. An insulation certificate certifying compliance with the approved building permit drawings and/or requirements of the energy rating report for a 6 star rating must be submitted prior to a final inspection;
12. A glazing certificate for the supply and installation of windows and shower screens certifying compliance with AS 1288 and AS 2047 must be submitted prior to a final inspection;
13. The building work shall be carried out wholly from within the allotment and without removing the boundary fences (unless otherwise agreed to by the adjoining owner);
14. This building permit does not include any pest or quality of workmanship inspections. The owner must ensure he/she engages a professional pest control inspection and or quality control inspection of the building/dwelling and associated buildings on the site prior to works commencing and after works are complete if the owner/s desire to do so. All dwellings must have a pest infestation inspection and or report carried out whether or not the land is in an area liable to termite infestation identified by the relevant municipal council. Inspections carried out by this office are only relevant to the mandatory inspections required by the building act 1993 and building regulations.

Domestic Building Insurance Certificate of Insurance

Policy Number 180068372BWI-16

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



MOORE STREET (VIC) PTY LTD
23 MOORE AVE
CROYDON 3136

Name of Intermediary
TRANSWEST INSURANCE BROKERS
PO BOX 285
LIVERPOOL NSW 2170

Account Number
180012064
Date Issued
15/03/2017

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

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 QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of 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.

Domestic Building Work

NEW MULTI UNIT (<=3 STOREYS) CONTRACT - PER SITE

At the property

3/23 MOORE AVENUE
CROYDON VIC 3136

Carried out by the builder

HUMECON PTY LTD
ACN: 606 034 593

Important note: 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 QBE **IMMEDIATELY**. If these details are incorrect, the domestic building work will not be covered.

For the building owner

MOORE STREET (VIC) PTY LTD

Pursuant to a domestic building contract dated

20/10/2016

For the contract price of

\$285,000.00

Type of cover

Cover is only provided if HUMECON PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order*

Period of cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

The maximum policy limit for all claims made under this policy is

\$300,000 all inclusive of costs and expenses*

The maximum policy limit for all claims for non-completion of the domestic building works is

20% of the contract price*

*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, limitations and exclusions contained in the policy terms and conditions.

**Domestic Building Insurance
Certificate of Insurance**

Policy Number 180068372BWI-16

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner in relation to the domestic building work undertaken by the builder.

Issued by QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium	\$2,225.00
GST	\$222.50
Stamp Duty	\$244.75
Total	\$2,692.25

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.

Domestic Building Insurance Certificate of Insurance

Policy Number 180068372BWI-16

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723

Below are some examples of what to look for:

CERTIFICATE OF INSURANCE

YOUR DOMESTIC BUILDING CONTRACT

MATCH

Owner:

Carried out by
the builder:

ACME CONSTRUCTIONS
PTY LTD
ACN: 12 345 678

Both name of
builder and ACN
or ABN match



Owner:

Builder:



ACME CONSTRUCTIONS
PTY LTD
ACN: 12 345 678

NO MATCH

Owner:

Carried out by
the builder:

JOHN CITIZEN
ABN: 12 345 678 910

Call QBE,
name of builder
does not match



Owner:

Builder:



CITIZEN CONSTRUCTIONS
PTY LTD
ACN: 12 345 678

NO MATCH

Owner:

Carried out by
the builder:

ACME CONSTRUCTIONS
PTY LTD
ACN: 12 345 678

Call QBE,
ABN or ACN
does not match



Owner:

Builder:



ACME CONSTRUCTIONS
PTY LTD
ACN: 87 956 123

FORM 16
 Regulation 192
Building Act 1993
 Building Regulations 2018
OCCUPANCY PERMIT
Certificate No:BS-U 38261/20170023/0
Date of Issue: 19/01/2021

Property Details

Number	23	Street/Road	Moore Avenue	City/Suburb/Town	CROYDON	Postcode	3136
Lot/s	14	LP/PS	LP21106	Volume	08091	Folio	692
Crown Allotment		Section		Parish	Mooroolbark	County	Mornington
Municipal District	Maroondah City Council						

Building permit details

Building permit number	BS-U38261/20170023/0
Version of BCA applicable to building permit	NCC 2016 Volume 2

Building Details:

Description of Building Works:	Construction of three new double storey dwellings, associated garage and retaining walls		
Building to which permit applies:	Units 2 and 3 Only		
Permitted Use:	Residential	BCA Class of Building:	1a(b), 10a, 10b
Maximum permissible floor live load:	1.5 kPa - Dwelling 2.5 kPa - Garage	Maximum number of people to be accommodated:	Not Applicable
Effective Height:	Not Applicable	Type of Construction:	Not Applicable

Reporting authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting authority	Matter reported on or consented to	Relevant regulation no.
Monash City Council	Build Over Easement Consent	310
Yarra Valley Water	Build Over Easement Consent	310

Conditions to which this permit is subject

Occupation is subject to the following conditions—

- The installation and commissioning of all household appliances prior to occupation;
- The connection of power to an approved electricity supply authority prior to occupation.
- The connection of gas to an approved gas supply authority prior to occupation.

Combined allotment determination

A determination has been made under regulation 64(1) of the Building Regulations 2018 in relation to the building to which this permit applies.

Suitability for occupation

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

Inspections:

The mandatory inspection approval dates are listed in appendix (A).

Relevant Building Surveyor

Name:	Mitroklis Jim Menelaou
Address:	PO Box 23, Clarinda 3169
Email:	Admin@icheckbs.com.au
Building Practitioners Registration Number:	BSU-38261
*Municipal district/*council name:	Maroondah City Council
Occupancy Permit no.:	20170023
Date of issue of Occupancy Permit:	19 January 2021
Date of Final Inspection	18/01/2021
Signature:	

Appendix 'A' - Inspections

Inspection approval dates for mandatory inspections that have been carried out with regard to building work carried out under Building Permit No. **20170023** issued on **27/03/2017** are as follows;

Approved date	Inspection
27/06/2017	Inspection of Bored Piers RW1 Retaining Walls (Units 2)
27/07/2017	Inspection of Bored Piers for RW1 Retaining wall (Unit 3)
08/12/2017	Inspection of Strip Footings (Units 1, 2 and 3)
13/03/2018	Inspection of Stump Holes and Pad Footings (Units 1, 2 and 3)
14/06/2018	Inspection of Part Framework (Ground External and Roof Trusses - Units 1, 2 and 3)
10/07/2018	Inspection of Re-Framework (Units 1, 2 and 3)
18/01/2021	Inspection of Occupancy Permit (Units 2 and 3)

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation Number: **PS802895F**

Address: **23 Moore Avenue, CROYDON, VIC, 3136**

This certificate is issued for lot **3** on Plan of Subdivision No **PS802895F**

Postal Address is

144 Maroondah Hwy,
Ringwood, Vic, 3134

Applicant for the certificate is **Winsec**

Address for delivery of certificate

ajr@winsec.com.au

Date that the application was received 13th Jan 2021

IMPORTANT:

The information in this certificate is issued on **14th Jan 2021**

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

- (a) The current fees for the lot are \$ 372.61 payable quarterly
- (b) The date up to which the fees for the lot have been paid is 31 March 2021.
- (c) The total of any unpaid fees or charges for the lots is: **\$ Nil**
- (d) The Special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: NIL
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?
If so, then provide details: NIL

- (f) The owners corporation has the following insurance cover:

Company: CHU Underwriting Agencies P/L

Policy No. HU0006057678

Premium: \$ 2,255.85

Paid on: 16 December 2020

Policy start date: 4:00pm on 16/12/2020

Next due: 4:00pm on 16/12/2021

Cover: Building: \$1,450,000

Common Area Contents: \$14,500

Loss or Rent/Temp Accommodation: \$217,500

Liability: \$20,000,000

Voluntary Workers: \$200,000/\$2,000

Fidelity Guarantee: \$100,000

Catastrophe: \$0

A) Government Audit – Professional Fees: \$25,000

B) Appeal Expenses: \$100,000

C) Legal Defence: \$50,000

Lot Owners' Fixtures & Improvements: \$250,000

Buildings covered: **23 Moore Avenue, Croydon, VIC, 3136**

- (g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution: NO
- (h) The total funds held by the owners corporation are set out in the Financial Statement attached to this certificate.

- (i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details: NIL
- (j) Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details: NIL
- (k) Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details: NIL
- (l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details: NIL
- (m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details:
- There are no notices or orders as at 14 Jan 2021 that the owners corporations is aware of
- (n) Has the owners corporation appointed or resolved to appoint a manager? If so, provide details:
- The manager is: Zenith Australia Real Estate
144 Maroondah Hwy, Ringwood, VIC, 3134
Ph: (03) 9870 1000
- (o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?
- No administrator is appointed.
- (p) Documents required to be attached to the owners corporation certificate are:
- A copy of the latest financial statement
 - A copy of the minutes of the last annual general meeting
 - A copy of the consolidated rules registered at Land Victoria
 - A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"

NOTE:

More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:

Zenith Australia Real Estate
144 Maroondah Hwy
Ringwood, VIC, 3134

THE COMMON SEAL OF THE OWNERS CORPORATION No. PS805864B,
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 Corporation Act 2006

Zenith Australia Real Estate Pty Ltd.

ABN. 52 617 463 895
144 Maroondah Hwy,
Ringwood, VIC, 3134

Date: 14/01/2021

This owners corporation certificate was prepared by:

.....


David van den Bovenkamp
davidv@zenithfn.com



MINUTES OF THE FIRST ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN NO PS 802895F

23 MOORE AVENUE CROYDON 3136

HELD AT

ZENITH FIRST NATIONAL REAL ESTATE – ELECTRONICALLY

ON

15/12/2020 AT 9:00AM

1. APPOINTMENT OF CHAIRPERSON

The Owners Corporation resolves that Mr David van den Bovenkamp act as Chairman of the Meeting.

2. APOLOGIES, PROXIES, QUORUM & ENTITLEMENT TO VOTE

LOT OWNERS PRESENT

Lot 1-3 - Tony Ruvolo (WinSec)

APOLOGIES

None

PROXIES

Proxies were received as follows:

None

ENTITLEMENT TO VOTE

All Members represented at the Meeting possessed voting rights.

QUORUM

Lot Owners holding at least 50% of the Total Lot Entitlement were represented at the Meeting, and a quorum was declared in accordance with section 77 of the Owners Corporations Act 2006 (Vic). Accordingly, all decisions at this Annual General Meeting are legally binding on all Lot Owners.

3. APOINTMENT OF REGISTERED MANAGER

The Owners Corporation resolves to re-appoint First National Real Estate Zenith as Manager for 24 months at the Management Fee set out in section 2.1 of the Contract of Appointment, in accordance with section 119 of the Owners Corporations Act 2006 (Vic).

FOR: 1

AGAINST: 0

ABSTAIN: 0

MOTION CARRIED

The Owners Corporation delegates to the Manager all the powers and functions of the Owners Corporation (other than the power or function that requires a Unanimous Resolution

or Special Resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the Appointment.

In accordance with Part 12 of the Owners Corporations Act 2006 (Vic), the Manager is registered with the Business Licensing Authority, Registration No. 001304.

4. DETAILS OF INSURANCE

The Owners Corporation resolves to adopt the insurance offered by Honan Insurance Group.

The Manager advised the Meeting that to accurately assess an appropriate building sum insured figure a property valuation for insurance purposes should be obtained.

Insurer:	Honan Insurance Group
Broker:	-
Premium:	\$2,255.85
Policy Number:	HU0006057678
Building Sum:	\$1,450,000
Legal Liability:	\$20,000,000
Office Bearers:	\$100,000
Renewal Date:	4.00pm on 16/12/21
Valuation Date:	Nil
Valuation Sum:	-
Current Valuation:	\$1,450,000 estimate from Developer
Excess:	\$500 Insured Property Extra excess when 50% or more lots are unoccupied \$1,000 Legal Defence Expenses and 10% Contribution

The Owners Corporation resolves **not** to proceed with an Insurance Valuation.

Owners are reminded that the Owners Corporation insurance **DOES NOT** cover contents or personal Public Liability inside the Lot or Accessory Unit on Title. Each Owner should have Contents Insurance that includes personal Public Liability. Landlords are advised to have Landlord's Contents cover including public liability. Floating floors may not be covered under the building insurance policy and as such, Owners should consider increasing their contents cover for this item.

Owners are requested to notify the Manager of any change in use of the premises or any item that may affect the insurance policy, such as the storage of hazardous goods or structural alterations, so that the insurer can be advised, and disclosure requirements are complied with.

It should also be noted that the Owner of any property that is the subject of an insurance claim shall bear any applicable excess.

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

5. GENERAL BUSINESS

BANK ACCOUNT

The Owners Corporation resolves to use First National Real Estate Zenith's owners corporation pooled trust account.

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

RECORD KEEPING

The Owners Corporation resolves that all record keeping and books will be kept electronically via First National Zenith. All data can be accessed by request. These are created as per the fees in schedule 2.2

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

COMMON SEAL & SIGNAGE

The Owners Corporation resolves for the manager to create and install signage and creation of the common seal as per legal requirements and as per the fees in section 2.3

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

REGISTRATION OF THE OWNERS CORPORATION FOR TAX.

The Owners Corporation resolves to have the manager to register the owners corporation for taxation purposes. The Owners Corporation may need to have a Tax File Number and an Australian Business Number (ABN).

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

NOTIFY LAND USE VICTORIA OF CHANGES

The Owners Corporation resolves to notify Land Use Victoria of changes to the owners corporation contact details

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

OCCUPATIONAL HEALTH & SAFETY REPORTS FOR COMMON PROPERTY

The Owners Corporation resolves **not** to undertake a formal OH&S Inspection Report for the common property. The Owners Corporation further resolves that Owners are responsible for monitoring the common property and alerting the Manager to any OH&S matters requiring attention.

(In accordance with industry best practice, it is recommended to obtain an OH&S Inspection Report annually, or as otherwise stipulated in the Occupancy Certificates for the property).

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

6. PENALTY INTEREST, DEBT RECOVERY AND ADMINISTRATION CHARGES

PENALTY INTEREST

The Owners Corporation resolves, pursuant to Section 29 of the Owners Corporations Act 2006, to charge interest on any amount payable by a Lot Owner to the Owners Corporation that remains outstanding 28 days after the due date for payment, such interest to be charged at the maximum rate fixed from time to time under the Penalty Interest Rates Act 1983.

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

DEBT RECOVERY

The Owners Corporation resolves, pursuant to Section 32 of the Owners Corporations Act 2006, to:

- a) issue a **Final Notice** in respect of any amount payable by a Lot Owner to the Owners Corporation that remains outstanding **90 days** after the due date for payment; and
- b) refer any amount that remains outstanding **28 days** after the date of the Final Notice, to legal representatives for recovery and/or VCAT action.

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

FINAL NOTICE – ADMINISTRATIVE FEE

The Manager advised the Meeting that where a **Final Notice** is issued to a Lot Owner, the Manager will charge the Lot Owner a minimum of **1-hour schedule 2.2** charge for:

- Administrative duties associated with following up arrears
- Issue of the Final Fee Notice and associated documents of advice
- Consultation with the solicitor for the arrears matter

RECOVERY OF COSTS

The Owners Corporation resolves that any and all costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the Owners Corporations Act 2006, will be fully recoverable from the indebted Lot Owner.

This includes any **Administrative Fees** charged by the Manager as a result of a Lot Owner's failure to pay fees within the stipulated period.

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

ELECTRONIC CORRESPONDENCE

Members were advised that all correspondence will automatically be sent via email to the address on file. Please ensure email address is kept up to date.

7. BUILDING & GENERAL MAINTENANCE

GUTTER CLEANING

The Owners Corporation resolves that Owners undertake gutter and downpipe cleaning of their property at least once a year.

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

GARDENING & MAINTENANCE

The Owners Corporation resolves that Owners are responsible for maintaining the garden beds adjoining their respective Units.

At this time it is resolved that no gardener be appointed. This is to be a discussion point at the next AGM to discuss with the individual lot owners.

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

8. BUDGET & FINANCE

The Owners Corporation resolves to adopt the Owners Corporation administrative budget for the year ending 31/12/2021 of \$4,471.35 and to levy amounts to Lot Owners based on Lot Liability. Please refer to attached Budget.

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

Owners Corporation Fees are payable quarterly in advance and due on the first day of January, April, July and October of each year.

Please note: First National Zenith does not accept payment of OC Fees at the Office. Please use the DEFT payment options listed on your Fee Notice.

9. SCHEDULE 2.2 ADDITIONAL SERVICES

The Manager advised that, in accordance with section 2.2 of the Contract of Appointment, services provided by the Manager to the Owners Corporation that are outside the scope of standard services described in section 2.1 of the Contract of Appointment, will attract an additional fee. Examples of additional services include (but are not limited to):

- Facilitating Major Projects (maintenance, repair or replacement of Owners Corporation property works exceeding \$1,000) – 5% of total cost
- Assisting in the resolution of Building Notices and/or Building Orders
- Assisting in the resolution of Cladding Notices and/or Cladding Orders
- After Hours Meetings
- Ballots
- Essential Safety Measures (ESM) Repairs
- NBN Installation

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

10. OWNERS CORPORATION RULES

The manager advised that MGR Solicitors have lodged only the standard rules (model rules) adopted from the land titles office.

The owners corporation resolved that no additional rules

The model rules are attached.

FOR: 1	AGAINST: 0	ABSTAIN: 0	MOTION CARRIED
--------	------------	------------	----------------

11. ELECTION OF A SPOKES PERSON & GRIEVANCE COMMITTEE

In accordance with section 100 of the Owners Corporations Act 2006 (Vic), the following Member was elected as Spokesperson of the Owners Corporation:

(The Spokesperson is the first point of contact at the property. The Spokesperson cannot make financial decisions affecting the Owners Corporation).

Lot 1 – Tony Ruvolo

12. NEXT ANNUAL GENERAL MEETING

In accordance with the Owners Corporations Act 2006 (Vic), section 69, the next Annual General Meeting will take place within 15 months of this Meeting, on a date to be advised.

13. CLOSURE OF MEETING

There being no further business the Meeting closed

Proposed budget to apply from 01/01/2021

The Owners of Strata Plan **PS802895F**
23 Moore Avenue, Croydon VIC 3136

Admin

Revenue		Previous year	Amount	Change
500000	Levies Due	\$4,471.35	\$4,471.35	(No change)
Total Revenue Budget		\$4,471.35	\$4,471.35	(No change)
Expenses		Previous year	Amount	Change
400150	Insurance - Premiums	\$2,255.85	\$2,255.85	(No change)
400790	General Maintenance	\$400.00	\$400.00	(No change)
401220	Signage	\$180.50	\$180.50	(No change)
410100	Agent Disbursements	\$180.00	\$180.00	(No change)
410115	Agent Disbursement - Common Seal Creation	\$105.00	\$105.00	(No change)
410464	Agent Management Fees - Establishment of Records	\$450.00	\$450.00	(No change)
410570	Management Fees - Standard	\$900.00	\$900.00	(No change)
Total Expenses Budget		\$4,471.35	\$4,471.35	(No change)
Surplus/Deficit			\$0.00	
Total units of entitlement			10,000	
Total contribution per entitlement			\$0.45	
Amount to raise in levies			\$4,471.35	

As of 14 January 2021

[T]: (03) 9870 1000
[E]: davidv@zenithfn.com

The Owners Strata Plan **PS802895F**
23 Moore Avenue, Croydon VIC 3136

14 January 2021

14 January 2020

Owner's Equity

Admin Fund

Operating Surplus/Deficit

\$1,117.83

\$0.00

\$1,117.83

\$0.00

Total

\$1,117.83

\$0.00

Assets

Admin Fund

Cash at Bank

\$1,117.83

\$0.00

Admin Fund, Total Assets

\$1,117.83

\$0.00

Total Assets

\$1,117.83

\$0.00

Liabilities

Admin Fund

Admin Fund, Total Liabilities

\$0.00

\$0.00

Total Liabilities

\$0.00

\$0.00

Net Assets

\$1,117.83

\$0.00

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is

able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

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

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

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

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

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

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

LAND INFORMATION CERTIFICATE

Local Government (General) Regulations 2015
Section 229 Local Government Act 1989



Landata Counter Services
DX250639
Melbourne

Certificate No: 79478
Applicant Ref: 45556977-019-0:48878

Date: 17 February 2021

This certificate PROVIDES information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958**, the **Fire Services Property Levy Act 2012** or under a Local Law of the Council.

This certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, flooding information, or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

This certificate is current at the time of printing however is subject to change at any time due to supplementary rates, alteration to charges, interest or legal costs being incurred. Council will only be held responsible for information provided in writing, not information provided or confirmed verbally. The validity of this Certificate is 90 days during which time Council will assist in providing up to date financial information as requested.

SUNDRY INFORMATION

General Rates, Charges & Fire Services Property Levy: In full payments must be paid by 15 February in the year ending 30 June 2021 unless paying by instalments. Instalment due dates are 30 September, 30 November, 28 February, and 31 May of the current financial year. Any payment received at this office after the applicable due date will incur penalty interest and may result in legal action being taken for the recovery of unpaid rates. A person who becomes the owner of the land will be liable for any outstanding rates and charges whether current or in arrears including interest on late payments.

PROPERTY INFORMATION

Assessment number: 165156

Property Location: 3/23 Moore Avenue
Croydon VIC 3136
Lot 3 PS 802895

Title Details: CT-12276/427

Valuations

Site Value: \$325,000
Capital Improved Value: \$710,000
Nett Annual Value: \$35,500
Relevant Date: 1st January 2020

ADDITIONAL INFORMATION

Please Note – This property became separately valued and rated effective 1/2/2021.

RE: 3/23 Moore Avenue
Croydon VIC 3136

Certificate No:

79478

FINANCIAL INFORMATION

Assessment No:	1651561		
<u>RATES & CHARGES</u>	<u>LEVIED</u>	<u>REBATES</u>	<u>BALANCE</u>
Arrears			0.00
General Rate	602.25	0.00	602.25
State Government Fire Levy MFB	62.15	0.00	62.15
Copy Notice/Administration fee	0.00		0.00
Interest - Current			0.00
Interest - Arrears			0.00
Legal/Other Costs - Current			0.00
Legal/Other Costs - Arrears			0.00
Refund			0.00
Less Payments			-345.55
Less Overpayments			0.00
<u>ASSESSMENT TOTAL</u>			<u>\$318.85</u>

TOTAL BALANCE

\$318.85

BPAY Payment Details

Biller Code: 118992

Reference Number:0016515611

Please ensure a **Notice of Acquisition**
is sent directly to Council at:
maroondah@maroondah.vic.gov.au

POTENTIAL LIABILITIES

Note: A Notice to Comply for fire hazard clearance may be issued to all owners of vacant land during the declared fire danger period. Although there may be no charge shown on this certificate, it is possible that a charge will exist by the settlement date. Further information on any **Notices to Comply** can be obtained by contacting Local Laws on 03 9294 5653

I acknowledge having received the sum of \$27.00 being the fee for this certificate.



Delegated Officer.

17th February 2021

McSwiney Green & Roman C/- InfoTrack C/- LANDATA
LANDATA

Dear McSwiney Green & Roman C/- InfoTrack C/- LANDATA,

RE: Application for Water Information Statement

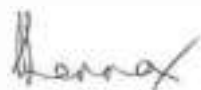
Property Address:	3/23 MOORE AVENUE CROYDON 3136
Applicant	McSwiney Green & Roman C/- InfoTrack C/- LANDATA LANDATA
Information Statement	30581957
Conveyancing Account Number	7959580000
Your Reference	4675

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

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

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	3/23 MOORE AVENUE CROYDON 3136
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	3/23 MOORE AVENUE CROYDON 3136
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

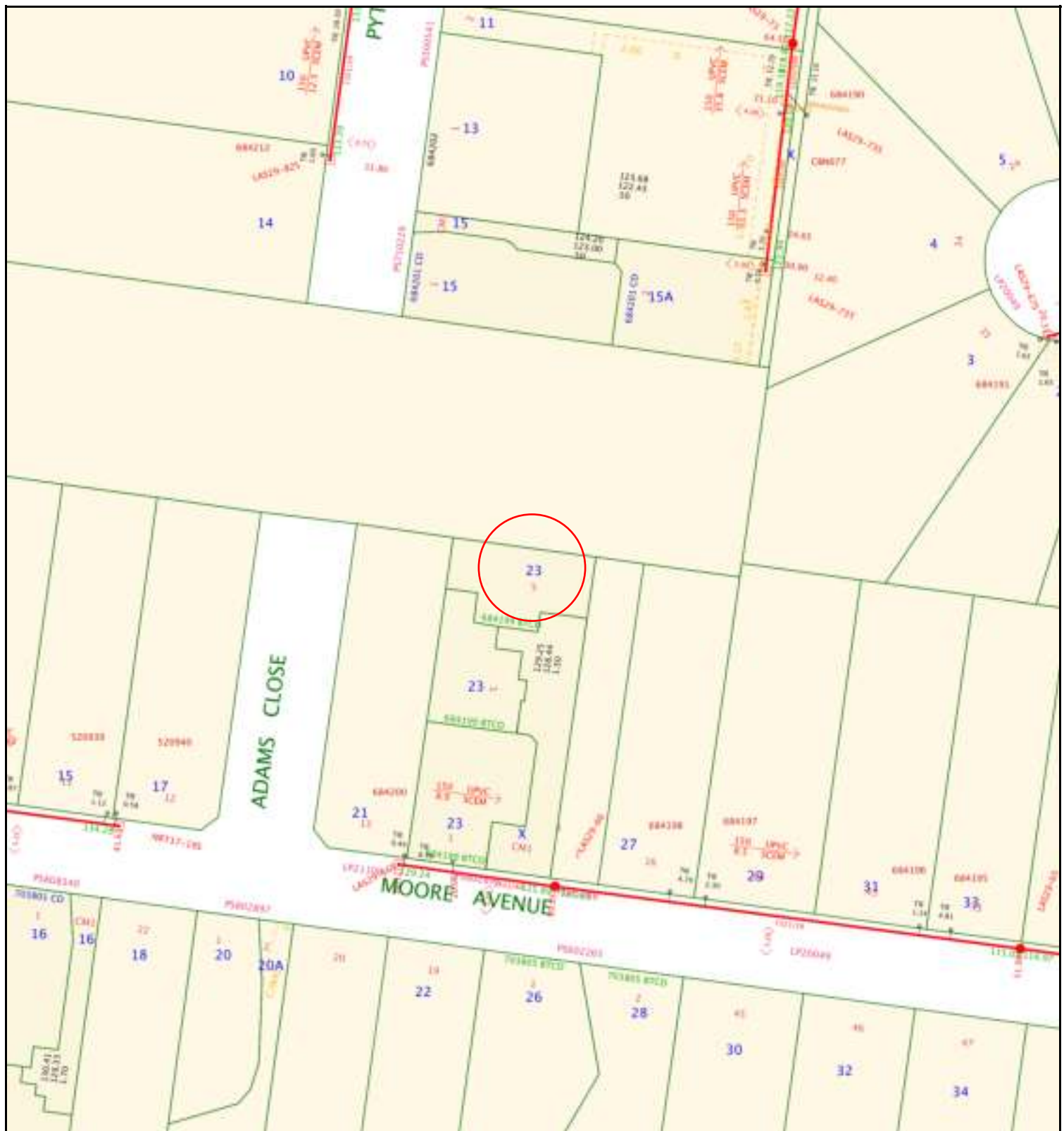
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30581957**

Address	3/23 MOORE AVENUE CROYDON 3136
Date	17/02/2021
Scale	1:1000



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

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

McSwiney Green & Roman C/- InfoTrack C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 0790558079
Rate Certificate No: 30581957

Date of Issue: 17/02/2021
Your Ref: 4675

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 3/23 MOORE AVE, CROYDON VIC 3136	3\PS802895	5140422	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-02-2021 to 31-03-2021	\$12.63	\$12.63
Residential Water Usage Charge <i>Step 1 – 5.000000kL x \$2.64460000 = \$13.22</i> Estimated Average Daily Usage \$0.14	17-08-2020 to 18-11-2020	\$13.22	\$0.00
Residential Sewer Service Charge	01-02-2021 to 31-03-2021	\$74.07	\$74.07
Residential Sewer Usage Charge <i>5.000000kL x 0.873034 = 4.365172 x 0.900000 = 3.928655 x \$1.14260000 = \$4.49</i> Estimated Average Daily Usage \$0.05	17-08-2020 to 18-11-2020	\$4.49	\$0.00

Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
Balance Brought Forward	\$0.00
Total for This Property	\$86.70

The property above forms part of the property for which the charges below are applicable

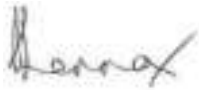
Property Address	Lot & Plan	Property Number	Property Type
23 MOORE AVE, CROYDON VIC 3136	1\TP336853	1376037	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$7.84
Total for This Property			\$7.84

Total Due **\$94.54**

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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



YARRA VALLEY WATER
ADD 93 088 902 901

Lusknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5140422

Address: UNIT 3/23 MOORE AVE, CROYDON VIC 3136

Water Information Statement Number: 30581957

HOW TO PAY



Billers Code: 314567
Ref: 07905580793



Mail a Cheque with the Remittance Advice
below to:

Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 5140422

Address: UNIT 3/23 MOORE AVE, CROYDON VIC 3136

Water Information Statement Number: 30581957

Cheque Amount: \$

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / MCSWINEY GREEN & ROMAN

Your Reference: 200281
Certificate No: 42771568
Issue Date: 18 FEB 2021
Enquiries: ESYSPROD

Land Address: UNIT 3, 23 MOORE AVENUE CROYDON VIC 3136

Land Id	Lot	Plan	Volume	Folio	Tax Payable
9527124	3	802895	12276	427	\$2,590.03

Vendor: TONY RUVOLO & WIN SECURITIES
Purchaser: FOR RE-FINANCING PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MOORE ST (VIC) PTY LTD	2021	\$340,000	\$1,045.00	\$0.00	\$0.00

Comments: Land Tax of \$1,045.00 has been assessed for 2021, an amount of \$1,045.00 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MOORE ST (VIC) PTY LTD	2020	\$1,005.00	\$0.00	\$754.98
MOORE ST (VIC) PTY LTD	2019	\$1,618.33	\$216.71	\$1,835.05

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: \$340,000

SITE VALUE: \$340,000

AMOUNT PAYABLE: \$2,590.03

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

Certificate No: 42771568

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.

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.

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.

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.

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.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$455.00

Taxable Value = \$340,000

Calculated as \$275 plus (\$340,000 - \$250,000) multiplied by 0.200 cents.

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.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 42771568

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: 42771568

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / MCSWINEY GREEN & ROMAN

Your Reference: 200281
Certificate No: 42781377
Issue Date: 19 FEB 2021
Enquiries: ESYSPROD

Land Address: UNIT 3, 23 MOORE AVENUE CROYDON VIC 3136

Land Id	Lot	Plan	Volume	Folio	Tax Payable
9527124	3	802895	12276	427	\$2,590.03

Vendor: TONY RUVOLO & WIN SECURITIES
Purchaser: FOR RE-FINANCING PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MOORE ST (VIC) PTY LTD	2021	\$340,000	\$1,045.00	\$0.00	\$0.00

Comments: Land Tax of \$1,045.00 has been assessed for 2021, an amount of \$1,045.00 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MOORE ST (VIC) PTY LTD	2020	\$1,005.00	\$0.00	\$754.98
MOORE ST (VIC) PTY LTD	2019	\$1,618.33	\$216.71	\$1,835.05

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: \$340,000

SITE VALUE: \$340,000

AMOUNT PAYABLE: \$2,590.03

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

Certificate No: 42781377

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 = \$455.00

Taxable Value = \$340,000

Calculated as \$275 plus (\$340,000 - \$250,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Bill Code: 5249
Ref: 42781377

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: 42781377

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

McSwiney Green & Roman C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4675

NO PROPOSALS. As at the 17th February 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 3, 23 MOORE AVENUE, CROYDON 3136
CITY OF MAROONDAH

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

Date of issue: 17th February 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 45556977 - 45556977100301 '4675'

Extract of EPA Priority Site Register

Page 1 of 2

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: UNIT 3, 23 MOORE AVENUE

SUBURB: CROYDON

MUNICIPALITY: MAROONDAH

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 51 Reference B2
Melways 40th Edition, Street Directory, Map 51 Reference C2

DATE OF SEARCH: 17th February 2021

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

**[Extract of Priority Sites Register] # 45556977 - 45556977100301
'4675'**



Extract of EPA Priority Site Register

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

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842