

VENDORS:
ADAM JOHN BUGEJA AND SARAH ANN BUGEJA

PROPERTY:
UNIT 2, 18 FREEMAN STREET, RINGWOOD EAST VIC 3135

CONTRACT OF SALE

Skilled Conveyancing Services Pty Ltd
Licensed Conveyancers – Licence No.000074L

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TEL: 03 9729 3512
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Contract of Sale of Real Estate

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

Property address: Unit 2, 18 Freeman Street, Ringwood East VIC 3135

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

.....

..... on / /2022

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

State nature of authority, if applicable:

.....

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

SIGNED BY THE VENDOR:

.....

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

Adam John Bugeja and Sarah Ann Bugeja

.....

..... on / /2022

State nature of authority, if applicable:

.....

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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.

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.

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

PARTICULARS OF SALE

Vendor/s estate agent:

O'Brien Real Estate - Blackburn
of 98 South Parade, Blackburn VIC 3130
Email: anthony.molinaro@obrienrealestate.com.au
Tel: 9894 2044

Mob: 0411 061 796

Ref: Anthony Molinaro

Vendor/s Details:

Adam John Bugeja and Sarah Ann Bugeja
of 11 Tweed Street, Ringwood East VIC 3135

Vendor/s Licensed Conveyancer:

Skilled Conveyancing Services Pty Ltd
of First Floor, Shop 21a, 348 Mountain Highway, Wantirna VIC 3152
Email: reception@skilledconveyancing.com.au
Tel: 03 9729 3512

Ref: 2022-04/611

Purchaser

of
Email:

Purchaser's legal practitioner or conveyancer

of
Email:
Tel: Fax: Ref:

Land: (General Conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	9567	Folio	941	2	SP 020518T

The land includes all improvements and fixtures.

Property address:

The address of the land is: **Unit 2, 18 Freeman Street, Ringwood East VIC 3135**

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

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature as inspected INCLUDING dishwasher, clothesline, TV antenna.

Payment: (General Condition 11)

Price

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

GST: (General Condition 13)

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

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

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

GST WITHHOLDING NOTICE

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

Settlement: (General Condition 10)

is due on

Lease: (General Condition 1.1)

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

If '**subject to lease**' then particulars of the lease are:

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

Terms contract: (General Condition 23)

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

Loan: (General Condition 14)

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

Lender:

Loan amount

Approval date:

Building Report (General Condition 29)

☐ General condition 29 applies only if the box is checked

Pest Report (General Condition 30)

☐ General condition 30 applies only if the box is checked

Swimming Pool or Spa (Special Condition 28)

Swimming Pool or Spa: ☐ YES ☒ NO

If 'Yes' Swimming Pool or Spa Registered ☐ YES ☐ NO

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

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

SPECIAL CONDITIONS

SPECIAL CONDITIONS

1. Whole Agreement

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

2. Representation and Warranty as to Building

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

3. Planning

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

4. Director's Guarantee and Warranty

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

5. Foreign Acquisition

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

6. Foreign resident capital gains withholding

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

6.2 Every Vendor under this Contract is a foreign resident for the purposes of this Special Condition unless the Vendor gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

6.3 This Special Condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with Section 14-200(3) or Section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the Vendors is a foreign resident, the property has or will have a value of \$750,000.00 or more just after the transaction, and the transaction is excluded under Section 14-215(1)(a) of Schedule 1 to the *Taxation Act 1953 (Cth)*.

6.4 The amount is to be deducted from the Vendor's entitlement to the Contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 6.5 The Purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this Special Condition; and
 - (b) ensure that the representative does so.
- 6.6 The terms of the representative's engagement are taken to include instructions to regard to the Vendor's interests and instructions that the representative must: pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from monies under the control or direction of the representative in accordance with this Special Condition if the sale of the property settles;
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this Special Condition if the sale of the property settles;
 - (b) promptly provide the Vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this Special Condition despite:
 - (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
 - (e) any other provision in this contract to the contrary.
- 6.7 The representative is taken to have complied with the obligations in Special Condition 6.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6.8 Any clearance certificate or document evidencing variation of the amount in accordance with Section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for settlement.
- 6.9 The Vendor must provide the Purchaser with such information as the purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with Section 14-200 of Schedule 1 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
- 6.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

7. Electronic Conveyancing

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

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

8. GST Withholding

- 8.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 8.2 This special condition applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 8.3 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 8.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so
- 8.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary
- 8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 8.6. However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque
- 8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.
- 8.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct
- 8.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) The penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 8.12 This special condition will not merge on settlement

9. Acceptance of Title

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title

10. Condition of property

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

11. Purchaser buying in unequal shares

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

12. Foreign Investment Review Board

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

13. Purchaser Resident of Australia

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

14. Default

General Condition 26 is deleted and replaced by the following:

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

15. Foreseeable Loss:

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

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

16. Building Permits

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

17. Land Tax

Despite any other clause in this Contract, the parties agree that land tax will be adjusted:

- (a) Based on the proportional land tax stated on the Land Tax Assessment as at the Day of Settlement, and
- (b) Between the Vendor and the Purchaser on the basis that the amount to be apportioned between them, is the proportion of the proportional land tax equal to the proportion which the lot liability of the property bears to the total liability of all lots on the Plan as at the Day of Settlement.

18. Due Diligence Checklist

The Sale of Land Act 1962 provides that the Vendor or the Vendor's licensed estate agent must make a prescribed Due Diligence Checklist available to Purchasers before offering land for sale that is vacant residential land or land on which there is no residence. The Due Diligence Checklist is NOT required to be provided with, or attached to, the Vendors Statement but the checklist is attached as a matter of convenience.

19. Rate Certificates

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

20. Non merger

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

21. Payment

General Condition 11 is replaced with the following:

11. PAYMENT

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

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

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

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

11.4 Payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

11.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

11.9 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

22. Service

General Condition 17 is replaced with the following:

17. SERVICE

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

23. Notices

General Condition 21 is replaced with the following:

21. NOTICES

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

24. Deposit bond

24.1 In this Special Condition:

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

24.2 The Purchaser may deliver a deposit bond to the Vendor’s estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

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

24.4 Where a deposit bond is delivered, the Purchaser must pay the deposit to the Vendor’s legal practitioner or conveyancer on the first to occur of:

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

24.5 The Vendor may claim on the deposit bond without prior notice if the Purchaser defaults under this Contract or repudiates this Contract and the Contract is ended. The amount paid by the issuer satisfies the obligations of the Purchaser under Special Condition 24.4 to the extent of the payment.

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

24.7 This Special Condition is subject to General Condition 11.2.

25. Bank guarantee

25.1 In this Special Condition:

- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the Vendor to pay on demand under this Contract agreed in writing, and
- (b) “bank” means an authorised deposit-taking institution under the Banking Act 1959 (*Cth*).

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

25.3 The Purchaser must pay the amount secured by the bank guarantee to the Vendor’s legal practitioner or conveyancer on the first to occur of:

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

25.4 The Vendor must return the bank guarantee document to the Purchaser when the Purchaser pays the amount secured by the bank guarantee in accordance with Special Condition 25.3.

25.5 The Vendor may claim on the bank guarantee without prior notice if the Purchaser defaults under this Contract or repudiates this Contract and the Contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under Special Condition 25.3 to the extent of the payment.

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

25.7 This Special Condition is subject to General Condition 11.2.

26. Warranties / Representations

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

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

27. Pre-Settlement Inspection

General Condition 22 is replaced with the following:

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

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

28. Swimming Pool Or Spa Warranty

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

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

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

30. Variation of Contract

30.1 If any party to this Contract of Sale requests a change to be made to the Contract of Sale, between the day of sale and the settlement date, the parties agree to sign a Deed of Variation to effect the requested changes.

30.2 The Variations that require a Deed of Variation to be entered into between the parties include, but not limited to, changes to the settlement date, the altering of contract terms and conditions or any other change to which Section 126 of the *Instruments Act 1958* may apply

30.3 The Deed of Variation will be prepared by the vendors conveyancer (unless agreed otherwise) and the costs to prepare the Deed of Variation shall be borne by the party requesting the change and such costs will be in the amount of \$220.00 (inclusive of GST).

31. Adjustments

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

31.2 If the purchaser and/or the purchaser's representative fails to provide the adjustments in accordance with this Special Condition the Purchaser will be charged \$220.00 (inclusive of GST) which will be included in the Statement of Adjustments.

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

32.1 The Purchaser acknowledges that if settlement is delayed and rolls over from the due date for settlement to a later date as a result of the Purchaser, the Purchaser's representative or the Purchaser's lender failing to accept the settlement date in the electronic settlement workspace or failing to ensure that the electronic settlement workspace is in a state of readiness for settlement on the due date then the Vendor will incur additional legal fees in the amount of \$220.00 in relation to additional attendances by the Vendor's representative including but not limited to settlement rebooking, re-execution of documents, amendments (where required) of the settlement date in the Duties Online form, re-execution (where required) of the Duties online form, correspondence with the Vendor's mortgagee (if any) and that these costs will be payable by the Purchaser on settlement in addition to any other penalties and costs payable to the Vendor pursuant to this Contract. The Vendor is not required to effect settlement, and the Purchaser shall be deemed to be in default of the Contract if the Purchaser refuses to make payment of these costs on settlement.

32.2 The Purchaser further acknowledges that if settlement is delayed pursuant to the Special Condition, the vendor's lender may be required up to three business days' notice to rebook settlement, execute the discharge of mortgage and provide a further payout figure. The Purchaser will be liable to pay penalty interest pursuant to this Contract plus rebooking costs pursuant to this Special Condition from the due date for settlement notwithstanding that the Purchaser is in a position to effect settlement prior to the Vendor's lender providing an updated payout figure and executing the discharge of mortgage.

32.3 For the purposes of General Condition 272.(b)(ii) the Purchaser acknowledges that "reasonable costs" payable to the Vendor for preparation of and service of each notice of default are \$660.00 inclusive of GST.

33. Finance and Extension requests

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

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

34. Loan

General Condition 14 does not apply.

35. Nomination

35.1 Should the Contract disclose the property as sold to a named purchaser "and/or nominee" (or words of like effect), the named purchaser can, at least 14 days prior to the settlement date, nominate an additional or substitute purchaser.

35.2 The parties agree that should the purchaser wish to nominate then the additional costs (\$220 inclusive of GST) associated with said nomination will be borne by the nominee.

36. Auction

As the property is being sold by Auction, the following conditions will apply:

- 45.1 The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
- 45.2 The auctioneer may refuse any bid.
- 45.3 The auctioneer may determine the amount by which the bidding is to be advanced.
- 45.4 The auctioneer may withdraw the property from sale at any time.
- 45.5 The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
- 45.6 In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
- 45.7 The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
- 45.8 If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
- 45.9 If a company purchases the property:
 - (a) any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
 - (b) the Directors of the company must sign the guarantee attached to this contract upon signing the contract

37. Security Interest

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

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

Unless:

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

38. COVID-19 Event

- 38.1 The Vendor and Purchaser acknowledge and agree that in the event prior to the Settlement Date either party (including that party's company directors or secretary where the context permits):
- a. contracts or suffers the Covid-19 Virus;
 - b. is placed in Quarantine or directed to Quarantine by a Relevant Authority;
 - c. is placed in Self-Isolation or directed to Self-Isolate by a Relevant Authority;
 - d. needs to care for an immediate member of their household or family who is directly affected by special conditions (a) to (c) above; or
 - e. (in the case of the Vendor) needs to remain on the Land for any reason related to special conditions (a) to (c) above;
- (collectively and each being a "**Covid-19 Event**") and such Covid-19 Event impacts the Vendor's or the Purchaser's ability to settle under this Contract by the Settlement Date, then such party may, subject to compliance with the terms of this special condition, extend the Settlement Date by a reasonable period equal to the delay caused (or expected to be caused) by the Covid-19 Event, but being not more than fourteen (14) ordinary days, upon giving written notice to the other party.
- 38.2 The rights of the Vendor and Purchaser to extend the Settlement Date in accordance with this special condition are subject to the following conditions:
- a. the affected party must notify the other party by notice in writing as soon as reasonably practicable upon becoming aware of the Covid-19 Event, and in any event before the Settlement Date;
 - b. the affected party must provide reasonable evidence of the Covid-19 Event to the other side; and
 - c. (in the case of the Vendor) if the Vendor is seeking to rely on this special condition and has had or permitted any person to be Quarantined or Self-Isolated on the Land at any time within a period of fourteen (14) days prior to the Settlement Date, then the Vendor must either:
 - (i) cause for the Improvements and Included Goods on the Land to be Disinfected by a cleaning contractor approved by the Purchaser (acting reasonably); or
 - (ii) (at either party's election) pay to the Purchaser or provide an adjustment in favour of the Purchaser at settlement an amount equal to \$500.

38.3 Defined Terms

In these Special Conditions:

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

- e. **“Self-Isolate”** or **“Self-Isolation”** means the isolation of an individual from other members of the public due to:
- (i) having a confirmed case of Covid-19 Virus;
 - (ii) being in close contact with a person with a confirmed case of Covid-19 Virus; or
 - (iii) arriving in Australia after midnight on 15 March 2020.

39. Easements

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

GENERAL CONDITIONS

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

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

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

Money

10. SETTLEMENT

10.1 At settlement:

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

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyance; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

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

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

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

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force).

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests than any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

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

14. LOAN

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

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the 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.

Transactional

16. TIME

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

17. SERVICE

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 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.

28. DEFAULT NOT REMEDIED

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

29. BUILDING REPORT

- 29.1 This general condition only applies if the applicable box in the particulars of sale is checked
- 29.2 The purchaser may end this contract within 21 days from the day of sale of the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract and;
 - (c) is not then in default.
- 29.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 29.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 29.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

30. PEST REPORT

30.1 This general condition only applies if the applicable box in the particulars of sale is checked.

30.2 The purchaser may end this contract within 21 days from the day of sale if the purchaser:

- (a) Obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract and;
- (c) is not then in default.

30.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

30.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

30.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

GUARANTEE AND INDEMNITY

I/We, of

and of

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

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said	)	
(Print Name).....	)	
in the presence of:	)	<i>Director Signature</i>
	)	
.....		
<i>Witness</i>		

SIGNED SEALED AND DELIVERED by the said	)	
(Print Name).....	)	
in the presence of:	)	<i>Director Signature</i>
	)	
.....		
<i>Witness</i>		

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	UNIT 2, 18 FREEMAN STREET, RINGWOOD EAST VIC 3135	
------	---	--

Vendor's name	Adam John Bugeja	Date
Vendor's signature		/ /

Vendor's name	Sarah Ann Bugeja	Date
Vendor's signature		/ /

Purchaser's name	Date
Purchaser's signature	/ /

Purchaser's name	Date
Purchaser's signature	/ /

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$4,500.00

Authority	Amount (estimate only)
(1) Maroondah City Council - Annually	\$1,436.85
(2) Yarra Valley Water - \$80.20 Annually, \$157.13 Quarterly	\$708.72
(3) MBCM (Mitcham) Owners Corporation - Annually	\$1,437.00

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

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

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

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

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐
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9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

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)

- Due Diligence Checklist
- Register Search Statement Volume 9567 Folio 941 dated 29/04/2022
- Plan of Subdivision SP 020518T dated 29/04/2022
- Owners Corporation Basic Report dated 29/04/2022
- Owners Corporation Certificate received 10/05/2022
- Marrondah City Council Land Information Certificate dated 29/04/2022
- Maroondah City Council Building Approval Certificate dated 02/05/2022
- Yarra Valley Water Encumbrance Certificate dated 29/04/2022
- State Revenue Office Land Tax Certificate dated 29/04/2022
- Detailed Property Report dated 29/04/2022
- Owner Builder Report dated 06/05/2022
- Vic Roads Certificate dated 29/04/2022
- EPA Certificate dated 29/04/2022

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.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 09567 FOLIO 941

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LAND DESCRIPTION

Lot 2 on Registered Plan of Strata Subdivision 020518T.
PARENT TITLE Volume 04787 Folio 345

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 99 of a total of 100 equal undivided shares

Sole Proprietor

ADAM JOHN BUGEJA of 11 TWEED STREET RINGWOOD EAST VIC 3135

As to 1 of a total of 100 equal undivided shares

Sole Proprietor

SARAH ANN BUGEJA of 11 TWEED STREET RINGWOOD EAST VIC 3135

AN334784N 01/12/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN334785L 01/12/2016

NATIONAL AUSTRALIA BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE SP020518T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 18 FREEMAN STREET RINGWOOD EAST VIC 3135

ADMINISTRATIVE NOTICES

NIL

eCT Control 17914D NAB BROKER

Effective from 01/12/2016

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP020518T

DOCUMENT END

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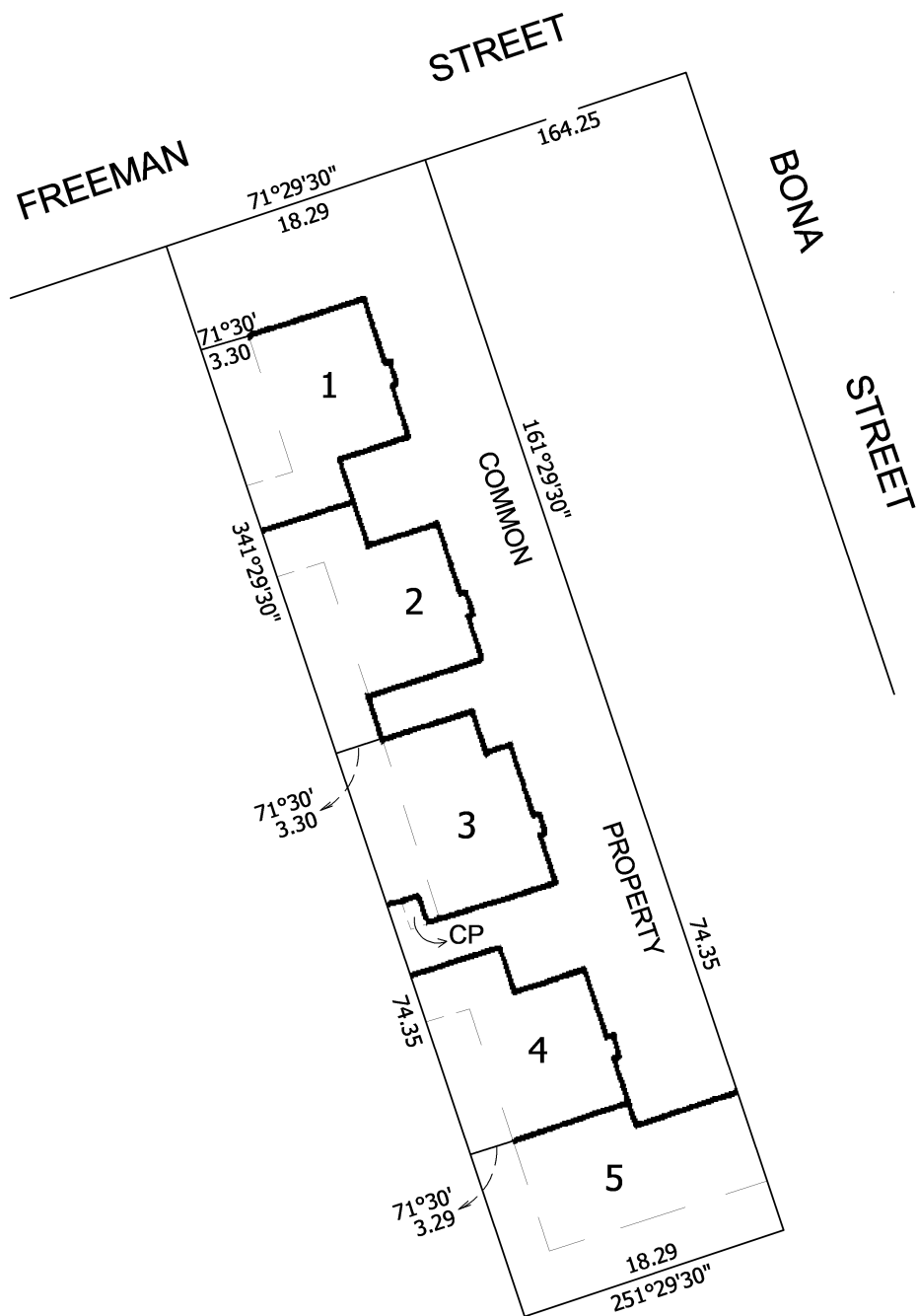
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PLAN OF STRATA SUBDIVISION			EDITION 3		SP020518T	
LOCATION OF LAND PARISH: RINGWOOD TOWNSHIP: - SECTION: - CROWN ALLOTMENT: 27 (PART) CROWN PORTION: - TITLE REFERENCE: VOL.4787 FOL.345 LAST PLAN REFERENCE: LOT 72 ON LP7522 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 18 FREEMAN STREET RINGWOOD EAST 3135			FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT			
			SURVEYOR'S CERTIFICATE Surveyor: PETER JOHN TYRRELL Certification Date: 27/03/1984 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY of RINGWOOD on 15/05/1984 REGISTERED DATE: 15/08/1984 PLAN UPDATED BY REGISTRAR IN AN661031Q 14/01/2020			
LEGEND THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 5 IS A SINGLE STOREY BUILDING. THE LOWER BOUNDARY OF LOTS 1 TO 5 IS ONE METRE BELOW THAT PART OF THE SITE OF THE RELEVANT LOT. THE UPPER BOUNDARY OF THESE LOTS IS SIX METRES ABOVE THAT PART OF THE SITE. NO LOT IS AN ACCESSORY LOT. COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS. BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES. <u>LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:</u> MEDIAN: ALL BOUNDARIES						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN						
Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected	
MEASUREMENTS ARE IN METRES SHEET 1 OF 2						

PLAN OF STRATA SUBDIVISION

SP020518T



[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 29/04/2022 03:43:02 PM

**OWNERS CORPORATION
PLAN NO. SP020518T**

The land in SP020518T is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 5.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MELBOURNE BODY CORPORATE MANAGEMENT MITCHAM SUITE 1 17 HEATHERDALE ROAD RINGWOOD VIC 3134

AL815864C 15/04/2015

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:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Total	500.00	500.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/04/2022 03:43:02 PM

OWNERS CORPORATION
PLAN NO. SP020518T

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

Statement End.

OWNERS CORPORATION CERTIFICATE

*s 151 Owners Corporations Act 2006
r 16 Owners Corporations Regulations 2018*

Owners Corporation (1) Plan No. SP 20518 T

Re: Skilled Conveyancing Services Pty Ltd
Property: Lot 2, 18 FREEMAN STREET RINGWOOD EAST 3135
Your Ref: 2022-04/611

This certificate is issued for Lot 2 known as Unit No. 2 on Strata Plan No 20518 T the postal address of which is 2 / 18 FREEMAN STREET RINGWOOD EAST 3135

1. The current fees for the above Lot are \$1366.00 per annum payable yearly in advance and due on the 1st day of July of each year.
- Current fees are \$1437 pa payable annually.
The above fee relates to the original fee struck on 1 June 2021 of \$1366 due 1 July 2021. It was resolved to increase the Annual fees to \$1437 pa from 1 July 2021 and a pro rata fee of \$71 was issued in September 2021 (after the AGM) to make up the difference. Next Annual fee will be due 1 July 2022 for the amount of \$1437. This fee may be once again adjusted based on what is resolved at the next AGM due to be conducted some time in August 2022.
2. The fees are paid up until 30/06/2022.
3. The total of unpaid fees or charges for the Lot is: Nil.
4. No special fees or levies have been struck except: Nil.
5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:-
- None to our knowledge.
6. The Owners Corporation has the following insurance cover:

Name of Company:	AXIS
No. of Policy:	P-009615
Kind of Policy:	REINSTATEMENT
Buildings Amount:	\$1,470,000
Legal Liability Amount:	\$20,000,000
Buildings Covered:	ALL
Common Contents:	\$5,000
Renewal Date:	6th August 2022
7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.
8. The total funds held by the Owners Corporation are made up of :-

<u>Fund Description</u>	<u>General Account</u>	<u>Investment Accounts</u>
Administration Fund	\$ 551.46	\$ 0.00
TOTAL	\$ 551.46	\$ 0.00
9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-
- A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.

10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:-
- Management Agreement, Gardening
11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-
- None to our knowledge.
12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-
- None to our knowledge.
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-
- None to our knowledge.
14. The Owners Corporation has appointed a manager as follows:-
Name MBCM Mitcham
Address P.O.Box 62 Mitcham 3132
15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

The common seal of Owners Corporation No (1) Strata Plan No 20518 T was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Dated this 10th day of May 2022



Nick Orfanidis Manager and Delegate of the Owners Corporation
For and on behalf of MBCM Mitcham
P.O.Box 62 Mitcham 3132
info@mbcmmitcham.com.au

NOTE: *1. Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.*
2. Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).

Please find attached

- (i) a copy of the Rules of the Owners Corporation
- (ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.
- (iii) a copy of the Minutes of the last Annual General Meeting

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.
3. You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under section 9(1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the manager in writing and the actual seal will be affixed.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation, into the following account.



Biller Code:	96503
Biller Reference:	303627251 06403

**OWNERS CORPORATION PLAN No 20518 (OC1)
18 FREEMAN STREET, RINGWOOD EAST**

Minutes of the Annual General Meeting of OC 20518 (OC1)
held via Zoom
on
Monday, 2 August 2021 at 4:00PM

PRESENT

Lot 2 Mr A J & Mrs S A Bugeja
4 Ms W McDonald
5 Mr & Mrs Bebee

IN ATTENDANCE

Nick Orfanidis from MBCM Strata Specialists Mitcham.

APOLOGIES

Nil

CHAIRMAN

It was resolved that Nick Orfanidis act as Chairman of the meeting.

For: 3 Against: 0 Abstain: 0

QUORUM

In accordance with Section 77 of the Owners Corporation act 2006, a quorum was declared as **all unit owners or at least 50% of unit owners** were represented (by liability). All decisions at this meeting are legally binding on all lot owners.

VOTING

All members represented at the meeting had voting rights.

SECRETARY

It was resolved that the Manager act as secretary of the Owners Corporation.

For: 3 Against: 0 Abstain: 0

MINUTES

The minutes of the previous Annual General Meeting held on the 29 July 2020 were taken as read and received as a true record of that meeting.

For: 3 Against: 0 Abstain: 0

ANNUAL ACCOUNTS

It was resolved that the Financial Statement as presented, be adopted as a true record of the transactions of the Owners Corporation for the year ending 30 June 2021.

For: 3 Against: 0 Abstain: 0

ELECTION OF COMMITTEE

It was resolved not to form a committee for the ensuing year. A Chairperson of the Owners Corporation was not elected.

For: 3 Against: 0 Abstain: 0

APPOINTMENT OF MANAGER

It was resolved to continue the appointment of MBCM Strata Specialists Mitcham as Manager until the next AGM for a management fee as detailed in the budget and in accordance with the Delegations & Terms of the Contract of Appointment.

For: 3 Against: 0 Abstain: 0

A management agreement was also presented to be signed for one year and a common seal applied however due to the meeting being conducted via Zoom the agreement will be emailed to two owners for signing.

In accordance with Part 12 of the Owners Corporation Act 2006 the Manager is registered with the Business Licensing Authority, Registration No. 000514

MANAGERS REPORT

It was resolved to accept the Managers report as tabled.

For: 3 Against: 0 Abstain: 0

DISPUTE RESOLUTION

The Manager advised the meeting that no formal complaints had been received.

OWNERS CORPORATION FEES

It was resolved to adopt the budget presented and Owners Corporation fees be increased in accordance with Lot Liability to raise \$7,185 per annum effective from 1st July 2021.

For: 3 Against: 0 Abstain: 0

As the Owners Corporation fees have already been issued for 1st July 2021, a pro-rata fee will be raised for the difference.

Any items of major expenditure or shortfall in funds will require the raising of a special levy. Owners Corporation fees are payable yearly in advance and due on the first day of July of each year.

Late payments may incur additional administration fees. The administration fee charged to the unit owner involved for the manager to pursue overdue payments in accordance with the Contract of Appointment will now be \$55.00.

ADOPTION OF ARREARS POLICY

It was previously resolved that MBCM Strata Specialists Mitcham be authorised to issue debt recovery letters and/or issue final fee notices incurring a charge to the unit owner if fees are in arrears and issue a Letter of Demand from the Owners Corporation solicitor, should it be deemed necessary.

Debts requiring more serious action may be referred to the Owners Corporations solicitor for collection under part 11 of the Owners Corporations Act at a cost to the unit owner.

The Owners Corporation may also refer or sell the debt to a debt collection agency, which may increase the amount of the debt to the owner in arrears and may adversely affect their credit rating.

For: 3 Against: 0 Abstain: 0

PENALTY INTEREST

It was resolved to apply penalty interest to any overdue fees for the ensuing year, noting the interest rate must not exceed the maximum rate of interest under the penalty Interest Rates Act 1983 in accordance with Section 29 of the Owners Corporation Act 2006.

For: 3 Against: 0 Abstain: 0

INSURANCE

The Manager advised the meeting that he is an Authorised Representative (AR 342 705), for CHU Underwriting Agencies Pty Ltd and Honan Insurance Brokers.

The Manager is required to obtain clear instructions for the renewal of the insurance.

The Manager advised the meeting that we provide only general and factual advice about insurance, not personal advice. You should read the insurers' Product Disclosure Statement (PDS) before you make a decision to purchase your building insurance. Updated Financial Services Guides were enclosed with the Agenda and Product Disclosure Statements were made available at the meeting. Links to the insurers websites can also be accessed via our website www.mbcm.com.au/Mitcham – "Strata FAQ-Strata Management-Insurance" for access to Product Disclosure Statements (PDS).

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

It was resolved not to have another insurance valuation obtained and the existing building sum insured of \$1,470,000 and Legal Liability sum insured of \$20,000,000 was deemed adequate at this stage based on the current desktop valuation.

For: 3 Against: 0 Abstain: 0

It was further resolved to renew the policy with the current Insurer for the following year.

For: 3 Against: 0 Abstain: 0

CHU now provide Landlords and Contents insurance to owners in a Strata complex which are associated with additional benefits when strata building insurance is placed with CHU via the Owners Corporation. For more information and/or a quotations we encourage you to investigate both Landlords and Contents insurance via the following link:-

<https://quote.chu.com.au/?referenceCode=MBCMITCHAM>

Current Insurance Information:

Insurer:	AXIS
Policy No:	P-009615
Renewal Date:	6/08/2022
Current Sum Insured Amount	\$1,470,000
Public Liability	\$20,000,000
Standard Excess	\$500

All owners are reminded that the Owners Corporation insurance **DOES NOT** cover contents or personal Legal Liability inside the Lots. Each owner should have Contents Insurance that includes personal Legal Liability. Landlords are advised to have Landlords Contents cover.

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

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.

GENERAL BUSINESS

GUTTER CLEANING:

The Manager advised the meeting it was the responsibility of all Owners to ensure the guttering and downpipes of their Units are cleaned out at least once every year. This will avoid water damage to the Units during heavy rain as well as reduce any fire risks.

OH&S REQUIREMENTS:

The Manager advised the meeting that to comply with the Occupational Health & Safety (OH&S) requirements it is essential that any items of maintenance that are required to the common property are reported to enable rectification work to be undertaken. This includes - but is not limited to - items such as trip hazards on paths of access and egress, oil spills or slippery surfaces and also items that are not adequately supported such as leaning fences or dislodged windows or guttering. The Manager recommended a Professional OH&S Audit be undertaken on the common property to identify any hazards.

Notwithstanding the Managers recommendations, it was resolved not to have an OH&S audit undertaken for the property at this stage and Owners and the Committee would be responsible to monitor the common areas and advise the Manager as soon as possible of any items requiring attention.

For: 3 Against: 0 Abstain: 0

ASBESTOS MANAGEMENT:

The Manager advised the meeting that as part of the Occupational Health & Safety (OH&S) requirements it is the obligation of the Owners Corporation to identify the presence of any Asbestos Containing Materials (ACM) on the common property. The Manager recommended a Formal Asbestos Audit be undertaken to identify Asbestos Containing Materials on the common property.

Notwithstanding the Managers recommendations, it was resolved not to have a formal asbestos audit undertaken for the property at this stage and that Owners would be responsible to inspect the common areas and advise the Manager of any items requiring attention.

For: 3 Against: 0 Abstain: 0

Owners are reminded that if the buildings were constructed prior to 2004, Asbestos Containing Materials (ACM) may have been present in the materials used to construct these buildings. Steps should be taken by owners when considering any renovations or repairs, to identify potential asbestos containing materials within the private property in order to inform contractors that will be conducting the works.

HANDYMAN:

It was resolved to have a Handyman replace the door knob on the tradesmans toilet with one which has no lock or key. This is to ensure the door is never locked from the inside.

For: 3 Against: 0 Abstain: 0

NEXT AGM:

It was resolved to hold the next Annual General Meeting at 4:00pm to avoid Additional Management Services (S2.2) fees for afterhours and offsite meetings.

ELECTRONIC CORRESPONDENCE:

In order to correspond with owners in a timelier manner and attempt to contain disbursement costs, all correspondence will automatically be sent via email if the email address is on file. Please ensure your email address is kept up to date.

NB: Fee notices will continue to be emailed unless you request to Opt Out by contacting our office.

There being no further business the meeting closed at 4:35pm.

**MAJOR WORKS/
ADDITIONAL DUTIES CHARGES**

Please note that Major Works and Additional Duties performed by the Owners Corporation Manager which are NOT considered part of the normal Owners Corporation Management Duties will attract a fee as per Schedule 2.2 of the Management Agreement. The Schedule 2.2 hourly rate is \$198 inc GST.

Model Rules for an Owners Corporation

Version No. 002 - Owners Corporations Regulations 2018 -S.R. No. 154/2018 - Incorporating amendments as at 1 December 2021

1 Health, Safety and Security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committes 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.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

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



SERV
DX250639
Melbourne

Certificate No: 85543
Applicant Ref: 64053303-016-9:60049

Date: 29 April 2022

This certificate PROVIDES information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958**, 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 2022 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:	139830
Property Location:	2/18 Freeman Street Ringwood East VIC 3135 Lot 2 SP 20518
Title Details:	CT-9567/941
Valuations	
Site Value:	\$270,000
Capital Improved Value	\$480,000
Nett Annual Value:	\$24,000
Relevant Date:	1 st January 2021

ADDITIONAL INFORMATION

Contact us

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

ABN 98 606 522 719

**RE: 2/18 Freeman Street
Ringwood East VIC 3135**

Certificate No:

85543

FINANCIAL INFORMATION

Assessment No:	1398304		
<u>RATES & CHARGES</u>	<u>LEVIED</u>	<u>REBATES</u>	<u>BALANCE</u>
Arrears			0.00
General Rate	985.55	0.00	985.55
Waste Service Charge	309.00	0.00	309.00
State Government Fire Levy MFB	142.30	0.00	142.30
 Municipal Charge	 0.00	 0.00	 0.00
State Deficit Levy	0.00	0.00	0.00
 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			-1,077.00
Less Overpayments			0.00
<u>ASSESSMENT TOTAL</u>			<u>\$359.85</u>

TOTAL BALANCE

\$359.85

BPAY Payment Details

Biller Code: 118992

Reference Number:0013983044

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 \$27.40 being the fee for this certificate.



Delegated Officer.

Contact us

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

ABN 98 606 522 719

Telephone Enquiries: 03 9298 4327
Your Reference: 64053303-017-6:60048
Reg 51 (1)



02 May 2022

SERV
DX250639
Melbourne

Dear Sir/Madam

Re: 2/18 Freeman Street, Ringwood East VIC 3135 Lot 2 SP 20518

I refer to your request for information available from Council records concerning the above property.

No Building Permits have been issued in the last 10 years.

No Building Notices or Orders are outstanding against this property.

Combined Allotments

No combined allotment determinations have been made under Regulation 64(1) of the Building Regulations 2018.

Subdivision of an existing building

Council is **unaware** of any exemptions having been issued under regulation 231 of the Building Regulations 2018 that involves the subdivision of an existing building.

Please note this information is only as accurate as Council's Building records permit.

If there is a pool on this property it is the responsibility of the present or any future owner to ensure that the pool is fenced with safety barriers that comply with the Building Act, Regulations and relevant Australian Standards. For more information on the obligations of pool owners see: <http://www.vba.vic.gov.au/consumers/swimming-pools>

Did you know you can apply for Property Information from Maroondah City Council online and pay via credit card? Register now for our online services at <http://www.maroondah.vic.gov.au/OnlineServices.aspx>. You will receive a prompt email response and you will be helping us achieve our goal of reducing Council's impact on the environment.

Yours faithfully

Contact us

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

Visit us

City Offices Braeside Avenue, Ringwood **Realm** 179 Maroondah Highway, Ringwood **Croydon** Civic Square, Croydon

ABN 98 606 522 719

Leanne Wilson

Leanne Wilson
Municipal Building Surveyor

29th April 2022

Skilled Conveyancing Services Pty Ltd C/- Triconve
LANDATA

Dear Skilled Conveyancing Services Pty Ltd C/- Triconve,

RE: Application for Water Information Statement

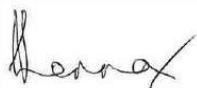
Property Address:	2/18 FREEMAN STREET RINGWOOD EAST 3135
Applicant	Skilled Conveyancing Services Pty Ltd C/- Triconve LANDATA
Information Statement	30690270
Conveyancing Account Number	7959580000
Your Reference	357127

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 Encumbrance

Property Address	2/18 FREEMAN STREET RINGWOOD EAST 3135
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE 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 Encumbrance

Property Address	2/18 FREEMAN STREET RINGWOOD EAST 3135
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STATEMENT UNDER SECTION 158 WATER ACT 1989

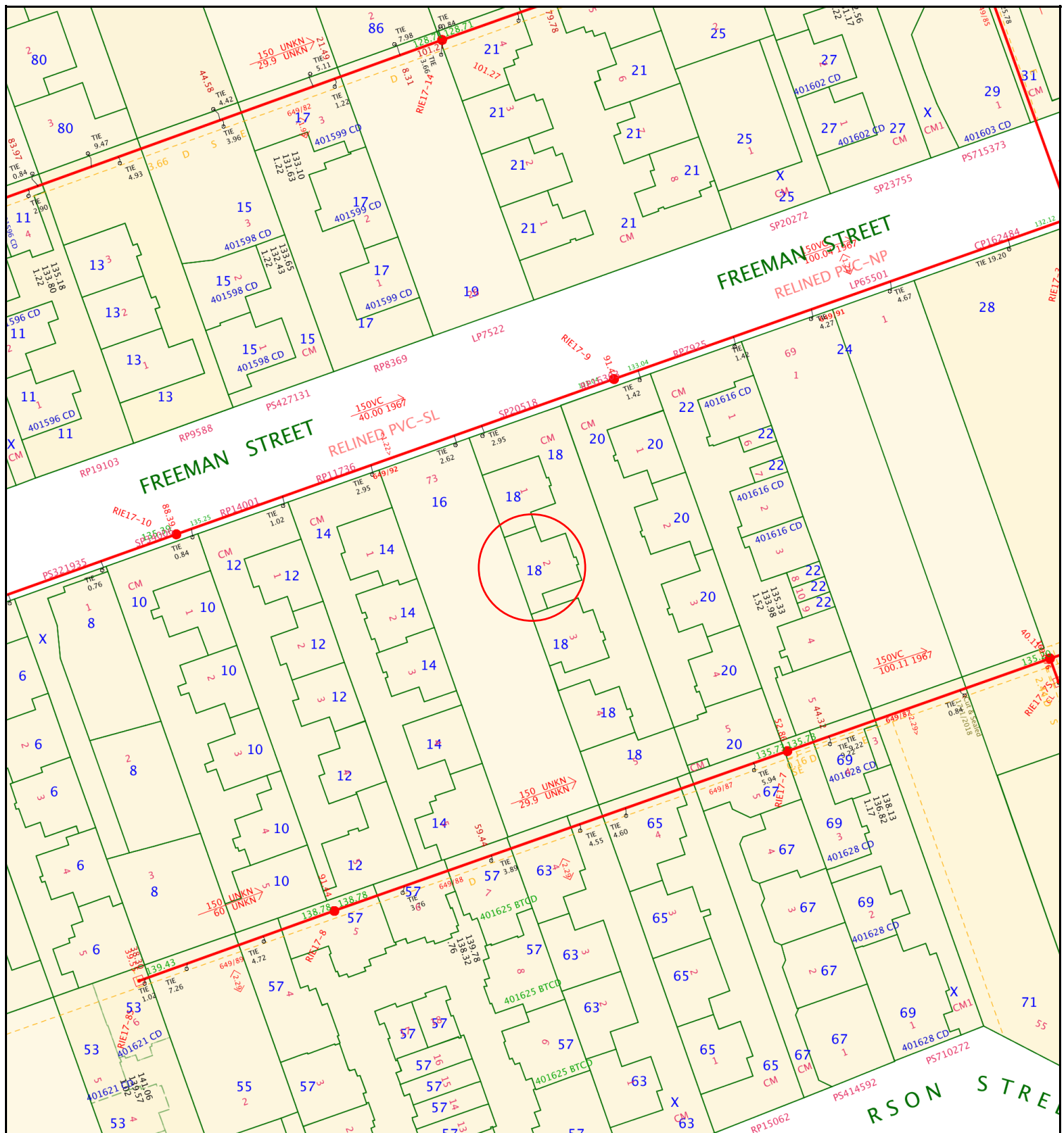
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



Yarra Valley Water **Information Statement** **Number: 30690270**

Address	2/18 FREEMAN STREET RINGWOOD EAST 3135
Date	29/04/2022
Scale	1:1000



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

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

Skilled Conveyancing Services Pty Ltd C/- Triconve
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9424416600
Rate Certificate No: 30690270

Date of Issue: 29/04/2022
Your Ref: 357127

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 2/18 FREEMAN ST, RINGWOOD EAST VIC 3135	2\SP20518	1431909	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2022 to 30-06-2022	\$19.49	\$19.49
Residential Water Usage Charge <i>Step 1 – 17.200000kL x \$2.47490000 = \$42.57</i> Estimated Average Daily Usage \$0.44	16-12-2021 to 23-03-2022	\$42.57	\$0.00
Residential Sewer Service Charge	01-04-2022 to 30-06-2022	\$111.33	\$111.33
Residential Sewer Usage Charge <i>17.200000kL x 0.833333 = 14.333333 x 0.900000 = 12.900000 x \$1.14260000 = \$14.74</i> Estimated Average Daily Usage \$0.15	16-12-2021 to 23-03-2022	\$14.74	\$0.00
Parks Fee	01-07-2021 to 30-06-2022	\$80.20	\$0.00
Drainage Fee	01-04-2022 to 30-06-2022	\$26.31	\$26.31

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	\$157.13

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

Property Address	Lot & Plan	Property Number	Property Type
18 FREEMAN ST, RINGWOOD EAST VIC 3135	CMSP20518	1348286	Residential

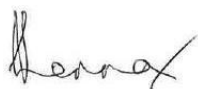
Agreement Type	Period	Charges	Outstanding
Residential Water Usage Charge Estimated Average Daily Usage \$0.00	16-12-2021 to 23-03-2022	\$0.00	\$0.00
Residential Sewer Usage Charge Estimated Average Daily Usage \$0.00	16-12-2021 to 23-03-2022	\$0.00	\$0.00

Other Charges:

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

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.

Property No: 1431909**Address:** UNIT 2/18 FREEMAN ST, RINGWOOD EAST VIC 3135**Water Information Statement Number:** 30690270**HOW TO PAY**Biller Code: 314567
Ref: 94244166007**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:** 1431909**Address:** UNIT 2/18 FREEMAN ST, RINGWOOD EAST VIC 3135**Water Information Statement Number:** 30690270**Cheque Amount:** \$

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / SKILLED CONVEYANCING SERVICES PTY LTD

Your Reference:	2022-04/611
Certificate No:	54941616
Issue Date:	29 APR 2022
Enquiries:	ESYSPROD

Land Address: UNIT 2, 18 FREEMAN STREET RINGWOOD EAST VIC 3135

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18471186	2	20518	9567	941	\$0.00

Vendor: SARAH BUGEJA & ADAM BUGEJA
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR ADAM JOHN BUGEJA	2022	\$270,000	\$0.00	\$0.00	\$0.00

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$480,000
SITE VALUE:	\$270,000
AMOUNT PAYABLE:	\$0.00

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

Certificate No: 54941616

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$270,000

Calculated as \$0 plus (\$270,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 54941616

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: 54941616

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

PROPERTY REPORT

From www.planning.vic.gov.au at 29 April 2022 12:34 PM

PROPERTY DETAILS

Address: **2/18 FREEMAN STREET RINGWOOD EAST 3135**

Lot and Plan Number: **Lot 2 SP20518**

Standard Parcel Identifier (SPI): **2\SP20518**

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

Council Property Number: **221390**

Directory Reference: **Melway 50 B7**

www.maroondah.vic.gov.au

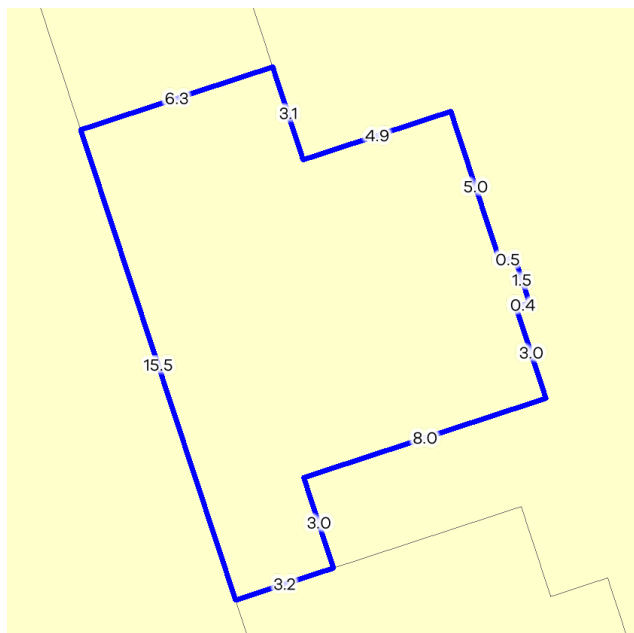
This property is not in a designated bushfire prone area.

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 on the Victorian Building Authority website <https://www.vba.vic.gov.au>

SITE DIMENSIONS

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



Area: 136 sq. m

Perimeter: 54 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**

Legislative Assembly: **RINGWOOD**

PLANNING INFORMATION

Planning Zone: [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

Planning Overlay: [SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)
[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 \(SLO4\)](#)

PROPERTY REPORT

Planning scheme data last updated on 27 April 2022.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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

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

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

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

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

Area Map



32.0831/07/2018
VC148**GENERAL RESIDENTIAL ZONE**

Shown on the planning scheme map as **GRZ**, **R1Z**, **R2Z** or **R3Z** with a number (if shown).

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage development that respects the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.08-127/03/2017
VC110**Neighbourhood character objectives**

A schedule to this zone may contain neighbourhood character objectives to be achieved for the area.

32.08-224/01/2020
VC160**Table of uses****Section 1 - Permit not required**

Use	Condition
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Dependent person's unit	Must be the only dependent person's unit on the lot.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast)	
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. Must not require a permit under Clause 52.06-3. The site must adjoin, or have access to, a road in a Road Zone.
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Road Zone.
Racing dog husbandry	Must be no more than 2 animals.
Railway	

Use	Condition
Residential aged care facility	
Rooming house	Must meet the requirements of Clause 52.23-2.
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dependent person's unit, Dwelling, Residential aged care facility and Rooming house)	
Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Road Zone.
Convenience restaurant	The site must adjoin, or have access to, a road in a Road Zone.
Convenience shop	
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Food and drink premises (other than Convenience restaurant and Take away food premises)	
Grazing animal production	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)	
Plant nursery	
Service station	The site must either: - Adjoin a commercial zone or industrial zone. - Adjoin, or have access to, a road in a Road Zone. The site must not exceed either:

Use	Condition
	3000 square metres. 3600 square metres if it adjoins on two boundaries a road in a Road Zone.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Road Zone.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour
Animal production (other than Grazing animal production)
Animal training
Brothel
Cinema based entertainment facility
Domestic animal boarding
Extractive industry
Horse husbandry
Industry (other than Car wash)
Motor racing track
Nightclub
Office (other than Medical centre)
Retail premises (other than Convenience shop, Food and drink premises, Market, and Plant nursery)
Saleyard
Transport terminal
Warehouse (other than Store)

32.08-3

31/07/2018
VC148

Subdivision

Permit requirement

A permit is required to subdivide land.

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

VICTORIA PLANNING PROVISIONS

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

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

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

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

VicSmart applications

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

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change.	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.	Clause 59.02
Subdivide land into 2 lots if: ▪ The construction of a building or the construction or carrying out of works on the land: – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot.	Clause 59.02

32.08-415/05/2018
VC143**Construction or extension of a dwelling or residential building****Minimum garden area requirement**

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

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

This does not apply to:

- An application to construct or extend a dwelling or residential building if specified in a schedule to this zone as exempt from the minimum garden area requirement;
- An application to construct or extend a dwelling or residential building on a lot if:
 - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
 - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.08-4 on the approval date of Amendment VC110.

32.08-531/07/2018
VC148**Construction and extension of one dwelling on a lot****Permit requirement**

A permit is required to construct or extend one dwelling on:

- A lot of less than 300 square metres.
- A lot of between 300 square metres and 500 square metres if specified in a schedule to this zone.

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

- The fence is associated with one dwelling on:
 - A lot of less than 300 square metres, or
 - A lot of between 300 and 500 square metres if specified in a schedule to this zone, and
- The fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

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

VicSmart applications

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

Class of application	Information requirements and decision guidelines
Construct an outbuilding or extend a dwelling if the development: Meets the minimum garden area requirement of Clause 32.08-4. ▪ Does not exceed a building height of 5 metres. ▪ Is not visible from the street (other than a lane) or a public park. ▪ Meets the requirements in the following standards of Clause 54: – A10 Side and rear setbacks. – A11 Walls on boundaries. – A12 Daylight to existing windows. – A13 North-facing windows. – A14 Overshadowing open space. – A15 Overlooking. For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory. If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	Clause 59.14
Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling.	Clause 59.03

32.08-6
31/07/2018
VC148

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

Permit requirement

A permit is required to:

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

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

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

A development must meet the requirements of Clause 55. This does not apply to a development of five or more storeys, excluding a basement.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

A permit is not required to construct one dependent person's unit on a lot.

VicSmart applications

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

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

Transitional provisions

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

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

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

32.08-7

27/03/2017
VC110

Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

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

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

32.08-8

26/10/2018
VC152

Residential aged care facility

Permit requirements

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

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

32.08-9

04/12/2020
VC180

Buildings and works associated with a Section 2 use

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

VicSmart applications

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

Class of application	Information requirements and decision guidelines
Construct a building or construct or carry out works where: ▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or ▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and ▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: – A10 Side and rear setbacks. – A11 Walls on boundaries. – A12 Daylight to existing windows. – A13 North-facing windows. – A14 Overshadowing open space. – A15 Overlooking. For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory. If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	Clause 59.04

32.08-10

26/10/2018
VC152

Maximum building height requirement for a dwelling or residential building

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

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

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

- the building height must not exceed 11 metres; and
- the building must contain no more than 3 storeys at any point.

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

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.

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

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

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

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

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

Building height if land is subject to inundation

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

32.08-11

26/10/2018
VC152

Application requirements

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

- For a residential development of four storeys or less, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The siting and use of existing and proposed buildings.
 - Adjacent buildings and uses.
 - The building form and scale.
 - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

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

32.08-1226/10/2018
VC152**Exemption from notice and review****Subdivision**

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

32.08-1324/01/2020
VC160**Decision guidelines**

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

General

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

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

Dwellings and residential buildings

- For the construction and extension of one dwelling on a lot, the objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55. This does not apply to an apartment development of five or more storeys, excluding a basement.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

Non-residential use and development

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

32.08-1426/10/2018
VC152**Signs**

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

32.08-1526/10/2018
VC152**Transitional provisions**

The minimum garden area requirements of Clause 32.08-4 and the maximum building height and number of storeys requirements of Clause 32.08-9 introduced by Amendment VC110 do not apply to:

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

The minimum garden area requirement of Clause 32.08-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

10/09/2021
C131maro**SCHEDULE 1 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE**Shown on the planning scheme map as **GRZ1**.**GENERAL RESIDENTIAL AREAS****1.0**10/09/2021
C131maro**Neighbourhood character objectives**

None specified.

2.010/09/2021
C131maro**Construction or extension of a dwelling or residential building - minimum garden area requirement****Is the construction or extension of a dwelling or residential building exempt from the minimum garden area requirement?**

No

3.010/09/2021
C131maro**Permit requirement for the construction or extension of one dwelling or a fence associated with a dwelling on a lot****Is a permit required to construct or extend one dwelling on a lot of between 300 and 500 square metres?**

No

Is a permit required to construct or extend a front fence within 3 metres of a street associated with a dwelling on a lot of between 300 and 500 square metres?

No

4.010/09/2021
C131maro**Requirements of Clause 54 and Clause 55**

	Standard	Requirement
Minimum street setback	A3 and B6	None specified
Site coverage	A5 and B8	None specified
Permeability	A6 and B9	None specified
Landscaping	B13	None specified
Side and rear setbacks	A10 and B17	Side setbacks 1.2 metres, plus 0.3 metres for every metre of height over 3.6 metres up to 6.9 metres, plus 1 metre for every metre of height over 6.9 metres. Rear setbacks 5 metres, plus 0.3 metres for every metre of height over 3.6 metres up to 6.9 metres, plus 1 metre for every metre of height over 6.9 metres.
Walls on boundaries	A11 and B18	None specified
Private open space	A17	An area of 80 square metres, with one part of the private open space to consist of secluded private open space at the side or rear of the dwelling with a minimum area of 60 square metres, a minimum dimension of 5 metres and convenient access from a living room.

MAROONDAH PLANNING SCHEME

	Standard	Requirement
	B28	An area of 80 square metres, with one part of the private open space to consist of secluded private open space at the side or rear of the dwelling or residential building with a minimum area of 60 square metres, a minimum dimension of 5 metres and convenient access from a living room, or A balcony of 8 square metres with a minimum width of 1.6 metres and convenient access from a living room, or A roof-top area of 10 square metres with a minimum width of 2 metres and convenient access from a living room.
Front fence height	A20 and B32	Streets in a Road Zone, Category 1: 1.2 metres Other streets: 0.9 metres

5.0

10/09/2021
C131maro

Maximum building height requirement for a dwelling or residential building

None specified.

6.0

10/09/2021
C131maro

Application requirements

None specified.

7.0

10/09/2021
C131maro

Decision guidelines

None specified.

42.0331/07/2018
VC148**SIGNIFICANT LANDSCAPE OVERLAY**

Shown on the planning scheme map as **SLO** with a number.

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify significant landscapes.

To conserve and enhance the character of significant landscapes.

42.03-131/07/2018
VC148**Landscape character and objectives**

A schedule to this overlay must contain:

- A statement of the nature and key elements of the landscape.
- The landscape character objectives to be achieved.

42.03-231/07/2018
VC148**Permit requirement**

A permit is required to:

- Construct a building or construct or carry out works. This does not apply:
 - If a schedule to this overlay specifically states that a permit is not required.
 - To the conduct of agricultural activities including ploughing and fencing (but not the construction of dams) unless a specific requirement for that activity is specified in a schedule to this overlay.
- Construct a fence if specified in the schedule to this overlay.
- Remove, destroy or lop any vegetation specified in a schedule to this overlay. This does not apply:
 - If the table to Clause 42.03-3 specifically states that a permit is not required.
 - To the removal, destruction or lopping of native vegetation in accordance with a native vegetation precinct plan specified in the schedule to Clause 52.16.

VicSmart applications

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

Class of application	Information requirements and decision guidelines
Construct a fence.	Clause 59.05
Remove, destroy or lop one tree.	Clause 59.06
Construct a building or construct or carry out works for: ▪ A carport, garage, pergola, verandah, deck, shed or similar structure. ▪ A rainwater tank. The buildings and works must be associated with a dwelling.	Clause 59.05

42.03-3

09/04/2020
VC178

Table of exemptions

The requirement to obtain a permit does not apply to:	
Emergency works	Vegetation that is to be removed, destroyed or lopped: - in an emergency by, or on behalf of, a public authority or municipal council to create an emergency access or to enable emergency works; or - where it presents an immediate risk of personal injury or damage to property. Only that part of the vegetation that presents the immediate risk may be removed, destroyed or lopped under this exemption.
Extractive industry	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of extractive industry in accordance with a work plan approved under the <i>Mineral Resources (Sustainable Development) Act 1990</i> and authorised by a work authority granted under that Act.
Fire protection	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of any of the following fire protection activities: - fire fighting; - planned burning; - making or maintaining of a fuelbreak or fire fighting access track (or any combination thereof) that does not exceed a combined width of 6 metres; - making of strategic fuelbreak up to 40 metres wide by, or on behalf of, a public authority in accordance with a strategic fuelbreak plan approved by the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>); - is ground fuel within 30 metres of a building and is vegetation other than native vegetation; - in accordance with a fire prevention notice issued under either: - Section 65 of the <i>Forests Act 1958</i>; or - Section 41 of the <i>Country Fire Authority Act 1958</i>. - keeping vegetation clear of, or minimising the risk of bushfire ignition from, an electric line in accordance with a code of practice prepared under Part 8 of the <i>Electricity Safety Act 1998</i>; - minimising the risk to life and property from bushfire of a roadside of a public road managed by the relevant responsible road authority, and carried out by or on behalf of that authority, in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>). In this exemption, roadside, public road and responsible road authority have the same meanings as in section 3 of the <i>Road Management Act 2004</i>. <i>Note: Additional permit exemptions for bushfire protection are provided at Clause 52.12.</i>
Geothermal energy exploration and extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with operation plan approved under the <i>Geothermal Energy Resources Act 2005</i>.
Greenhouse gas sequestration and exploration	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the <i>Greenhouse Gas Geological Sequestration Act 2008</i>.
Land management or directions notice	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land management notice or directions notice served under the <i>Catchment and Land Protection Act 1994</i>.
Land use conditions	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land use condition served under the <i>Catchment and Land Protection Act 1994</i>.
Mineral exploration and extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by the holder of an exploration, mining, prospecting, or retention licence issued under the <i>Mineral Resources (Sustainable Development) Act 1990</i>:

The requirement to obtain a permit does not apply to:	
	- that is low impact exploration within the meaning of Schedule 4A of the <i>Mineral Resources (Sustainable Development) Act 1990</i>; or - in accordance with a work plan approved under Part 3 of the <i>Mineral Resources (Sustainable Development) Act 1990</i>. <i>Note: Schedule 4A of the Mineral Resources (Sustainable Development) Act 1990 specifies limits on the extent of native vegetation that may be removed as part of low impact exploration.</i>
Noxious weeds	Vegetation that is a noxious weed subject of a declaration under section 58 or section 58A of the <i>Catchment and Land Protection Act 1994</i> . This exemption does not apply to Australian Dodder (<i>Cuscuta australis</i>).
Pest animal burrows	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the removal of pest animal burrows. In the case of native vegetation the written agreement of an officer of the department responsible for administering the <i>Flora and Fauna Guarantee Act 1988</i> is required before the vegetation can be removed, destroyed or lopped.
Planted vegetation	Vegetation that is to be removed, destroyed or lopped that was either planted or grown as a result of direct seeding for Crop raising or Grazing animal production.
Railways	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to maintain the safe and efficient function of an existing railway, or railway access road, in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).
Regrowth	Vegetation that is to be removed, destroyed or lopped that has naturally established or regenerated on land lawfully cleared of naturally established vegetation, and is - bracken (<i>Pteridium esculentum</i>); or - within the boundary of a timber production plantation, as indicated on a Plantation Development Notice or other documented record, and has established after the plantation. This exemption does not apply to land on which vegetation has been destroyed or otherwise damaged as a result of flood, fire or other natural disaster.
Road safety	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by and on behalf of a public authority or municipal council to maintain the safe and efficient function of an existing public road in accordance with written agreement of the Secretary of the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).
Stone exploration	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of Stone exploration. The maximum extent of vegetation removed, destroyed or lopped under this exemption on contiguous land in the same ownership in a five year period must not exceed any of the following: 1 hectare of vegetation which does not include a tree. 15 trees with a trunk diameter of less than 40 centimetres at a height of 1.3 metres above ground level. 5 trees with a trunk diameter of 40 centimetres or more at a height of 1.3 metres above ground level. This exemption does not apply to costeaning and bulk sampling activities.
Surveying	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by, or on behalf of, a licenced surveyor (within the meaning of section 3 of the <i>Surveying Act 2004</i>) using hand-held tools to establish a sightline for the measurement of land.
Traditional owners	Vegetation that is to be removed, destroyed or lopped by a person acting under, and in accordance with:

The requirement to obtain a permit does not apply to:

- a natural resources agreement under Part 6 of the *Traditional Owners Settlement Act 2010*; or
- an authorisation order made under sections 82 or 84 of the *Traditional Owner Settlement Act 2010* as those sections were in force immediately before the commencement of section 24 of the *Traditional owners Settlement Amendment Act* in 2016 (1 May 2017).

42.03-431/07/2018
VC148**Application requirements**

An application must be accompanied by any information specified in a schedule to this overlay.

42.03-531/07/2018
VC148**Decision guidelines**

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

- The Municipal Planning Strategy and the Planning Policy Framework.
- The statement of the nature and key elements of the landscape and the landscape character objective contained in a schedule to this overlay.
- The conservation and enhancement of the landscape values of the area.
- The need to remove, destroy or lop vegetation to create a defensible space to reduce the risk of bushfire to life and property.
- The impact of the proposed buildings and works on the landscape due to height, bulk, colour, general appearance or the need to remove vegetation.
- The extent to which the buildings and works are designed to enhance or promote the landscape character objectives of the area.
- The impact of buildings and works on significant views.
- Any other matters specified in a schedule to this overlay.

10/09/2021
C131maro

SCHEDULE 4 TO CLAUSE 42.03 SIGNIFICANT LANDSCAPE OVERLAY

Shown on the planning scheme map as SLO4.

LANDSCAPE CANOPY PROTECTION

1.0

10/09/2021
C131maro

Statement of nature and key elements of landscape

The combination of canopy trees and steep to undulating topography contribute to major elements of the urban character of Maroondah. Canopy trees in particular soften the impact of buildings in the environment and provide a distinct leafy character to Maroondah.

The continuous nature of the canopy vegetation throughout Maroondah provides a strong character element and is valued by the community. The canopy vegetation is a defining element of the urban character of Maroondah.

Background documents

Assessment of the Tree Canopy Cover in the City of Maroondah (J.J. O'Neill, 1995)

Maroondah City Council Habitat Corridors Strategy (Context Pty Ltd, April 2005)

2.0

10/09/2021
C131maro

Landscape character objectives to be achieved

To conserve the existing pattern of vegetation, landscape quality and ecosystems within the area.

To encourage the re-generation of vegetation.

To maintain a dense vegetation canopy that contributes to the special environmental character of Maroondah.

To maintain the overall scenic beauty of the municipality.

3.0

10/09/2021
C131maro

Permit requirement

Buildings and works

A permit is not required to construct a building or construct or carry out works.

Vegetation removal

A permit is required to remove, destroy or lop vegetation. This does not apply to:

- A tree that is less than 5 metres in height and has a single trunk circumference of less than 0.5 metre at a height of one metre above ground level.
- The pruning of a tree for regeneration or ornamental shaping.
- A tree which is dead or dying or has become dangerous as declared by a suitably qualified person.
- A tree within 3 metres of an existing dwelling (excluding outbuildings).
- Removal of the following vegetation from land less than 2,000 square metres in area:

- <i>Chamaecytisus profleris</i>	Tree Lucerne
- <i>Coprosma repens</i>	Mirror Bush
- <i>Cononeaster-species</i>	Cotoneaster
- <i>Crataegus-species</i>	Hawthorn
- <i>Hakea salicifolia</i>	Willow Hakea
- <i>Hakea suaveolens</i>	Sweet Hakea
- <i>Ilex aquifolium</i>	English Holly
- <i>Ligustrum-species</i>	Privet

- | | |
|-----------------------------------|-------------------|
| - <i>Paraserianthes lophantha</i> | Cape Wattle |
| - <i>Pittosporum undulatum</i> | Sweet Pittosporum |
| - <i>Pyracantha-species</i> | Firethorn |

4.0

10/09/2021
C131maro

Application requirements

None specified.

5.0

10/09/2021
C131maro

Decision guidelines

The following decision guidelines apply to an application for a permit under Clause 42.03, in addition to those specified in Clause 42.03 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- The effect of the proposed removal of the vegetation on the character and canopy of the area.
- The significance of the vegetation to the character and environment of the area.
- The habitat value of the vegetation.
- The role of the vegetation in providing vegetation and habitat corridors throughout Maroondah and the region.
- The benefit of planting indigenous vegetation.
- The role of the vegetation in contributing to and maintaining biodiversity and the landscape of Maroondah.
- The benefits of requiring replanting elsewhere on the site.
- The benefits of seed collection from any indigenous vegetation.
- The reason for removing the vegetation and the practicality of alternative options which do not require the removal of the vegetation.

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 29 April 2022 12:34 PM

PROPERTY DETAILS

Address: **2/18 FREEMAN STREET RINGWOOD EAST 3135**
Lot and Plan Number: **Lot 2 SP20518**
Standard Parcel Identifier (SPI): **2\SP20518**
Local Government Area (Council): **MAROONDAH**
Council Property Number: **221390**
Planning Scheme: **Maroondah**
Directory Reference: **Melway 50 B7**

www.maroondah.vic.gov.au

[Planning Scheme - 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: **RINGWOOD**

OTHER

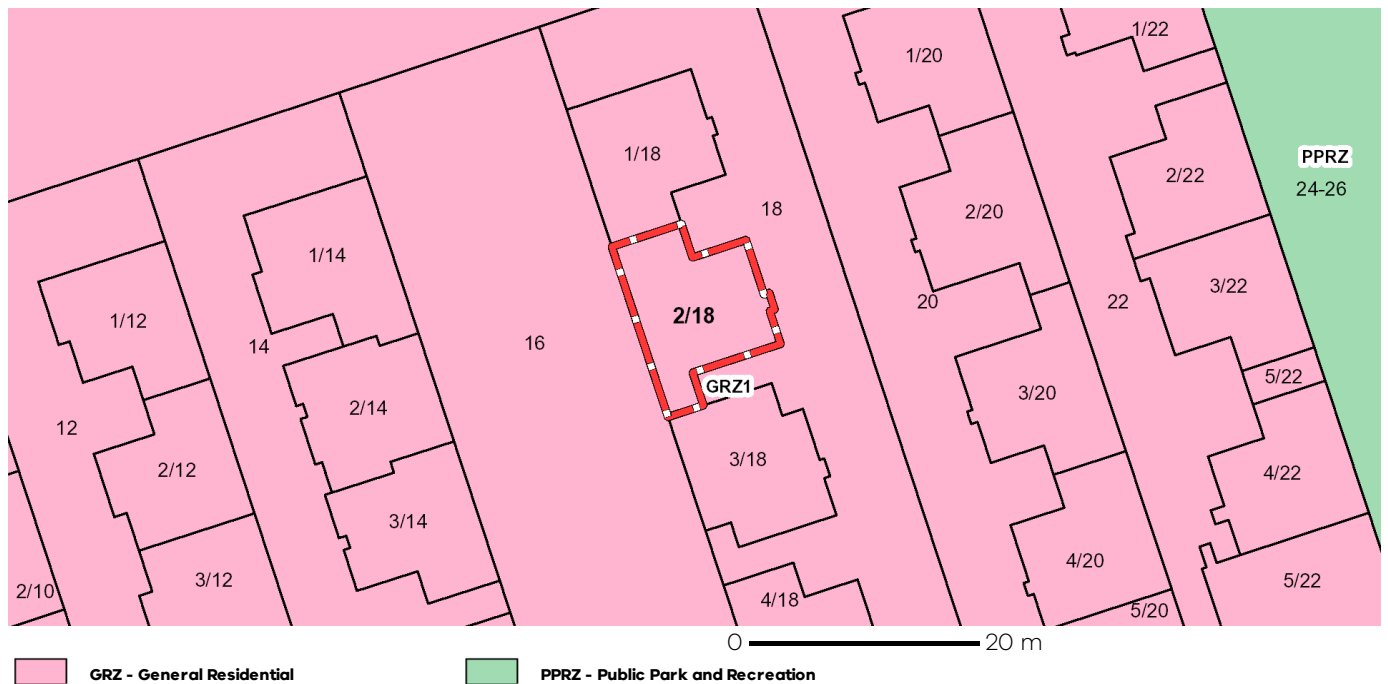
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

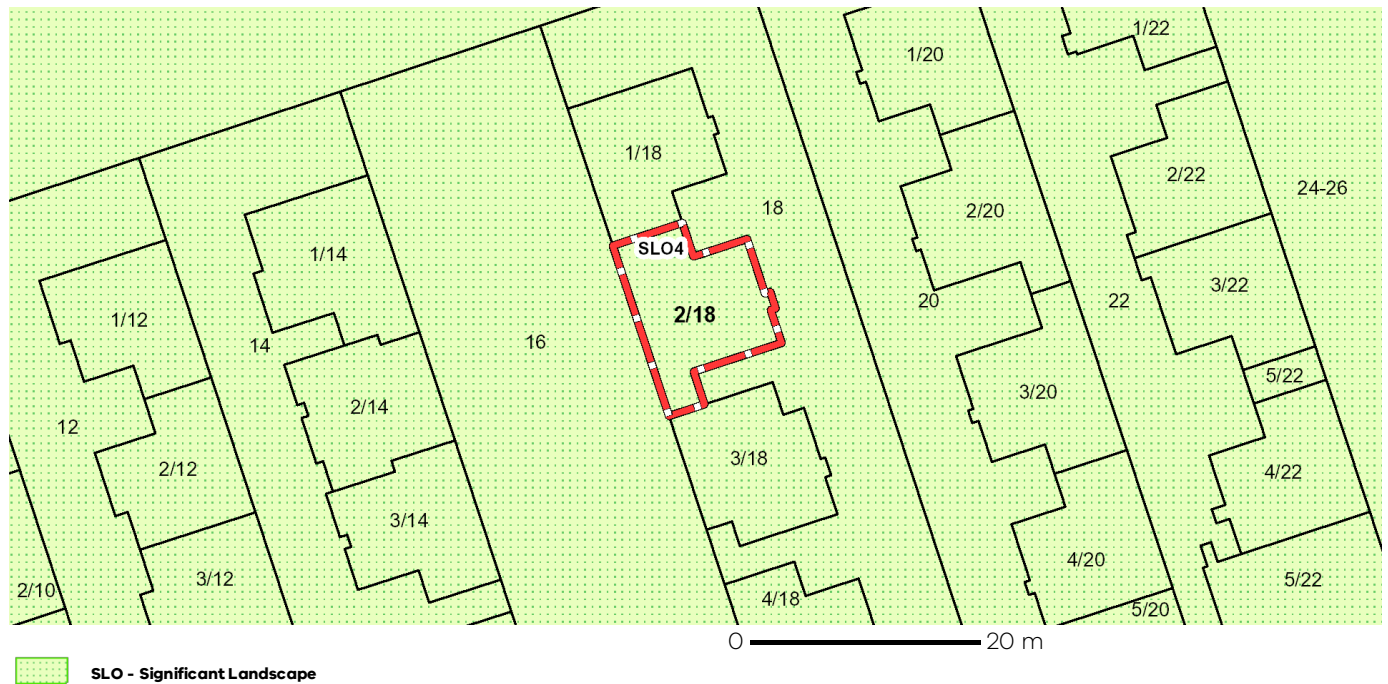
PLANNING PROPERTY REPORT: 2/18 FREEMAN STREET RINGWOOD EAST 3135

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Planning Overlay

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

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 \(SLO4\)](#)



Further Planning Information

Planning scheme data last updated on 27 April 2022.

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

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

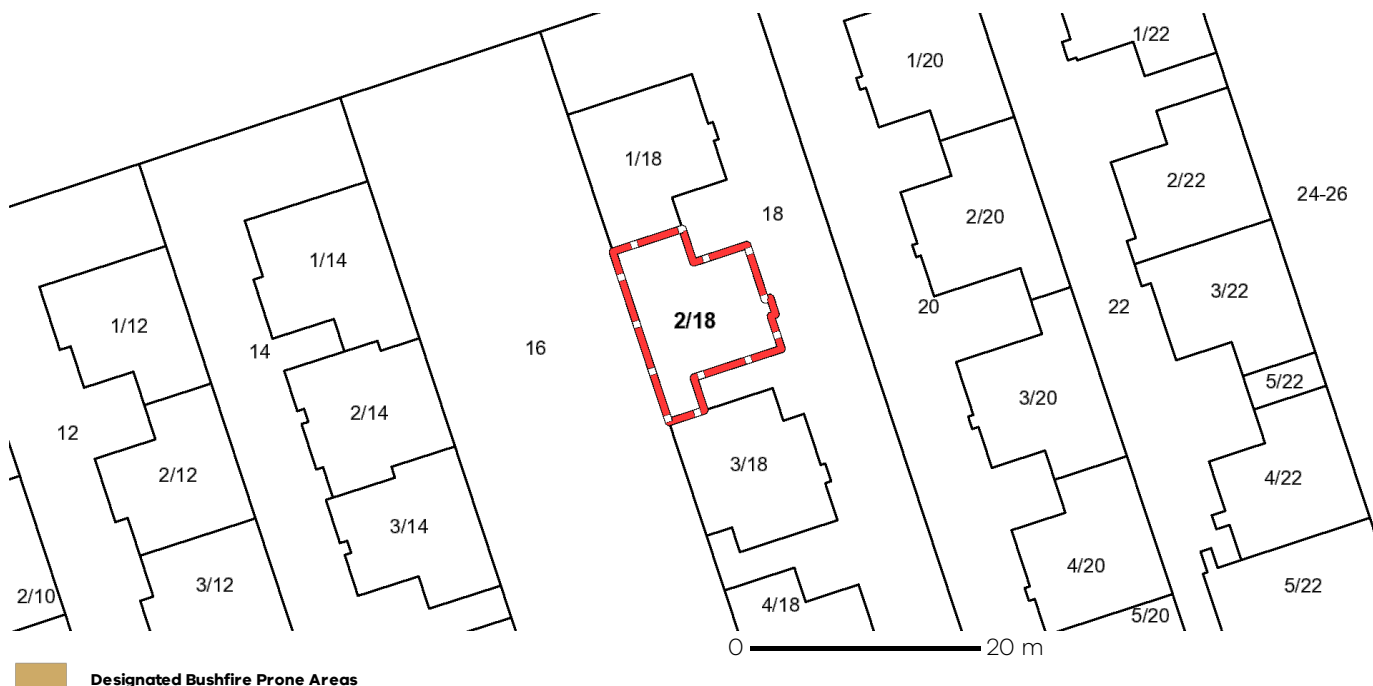
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Areas

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



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 <https://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 <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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

Native Vegetation

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

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

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



Excel Building Inspections

OWNER BUILDER INSPECTION REPORT

Section 137B (2) (a) of the Building Act 1993.

INSPECTION DETAILS

Registered Practitioners Name: Heath Watkinson — APPROVED by Excel Building Inspections

Registration Number: IN – L 65779

Phone: 0409323804

Email: heath@excelbuildinginspections.com.au

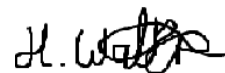
Date of Inspection: 06/05/2022

Time of Inspection: 12:30pm

Weather Conditions: Fine

Date of Report: 06/05/2022

Practitioners Signature:



DETAILS OF OWNER BUILDER(S)

Name(s): Adam Bugeja and Sarah Bugeja

Contact Address: Unit 2, 18 Freeman Street, Ringwood East 3135



OWNER BUILDER PROPERTY LOCATION

Street/Road: Unit 2, 18 Freeman Street

Suburb/Town: Ringwood East

Postcode: 3135

Municipal District: Maroondah City Council

BUILDING APPROVAL DETAILS

Building Permit Number: NA.

Issuing Building Surveyor: NA

Building Permit Issue Date: NA

Certificate of Final Inspection Date: NA

ENTRY HALL:		ENSUITE:		FLOORING THROUGHOUT DWELLING:	✓
PASSAGE:		LAUNDRY:		WATERPROOF DECK:	
LOUNGE/LIVING:		BEDROOMS:		BALCONY:	
SEPARATE DINING:		BATHROOM:	✓	KITCHEN:	✓
LAUNDRY:	✓	WC:	✓	RETAINING WALLS:	
PERGOLA:		PAINTWORK:	✓	VERANDAH x2:	

ROOMS/STRUCTURES COVERED BY THIS REPORT



DEFECTS IN THE RESIDENTIAL BUILDING WORKS

Certificates for compliance for plumbing works or a water proofing certificate have not been obtained for renovation works.

INACCESSIBLE AREAS AT THE TIME OF INSPECTION

No access was obtained into any other rooms/buildings on site.

No access was obtained on to the roof or into the roof void, wall, or subfloor cavities.

SECONDHAND MATERIALS USED (AS CONFIRMED BY OWNER BUILDER AND VISUALLY)

None disclosed

CONDITIONS & STATUS OF INCOMPLETE WORK

None sighted

OTHER RELEVANT COMMENTS

Bathroom:

Renovation to the bathroom includes the installation of new floor tiles, vanity , mirror and re-grouting of the bathroom.

WC:

Renovation to the WC includes the installation of new WC and floor tiling.

Laundry:

Renovation to the laundry includes the installation of new wall and floor tiling, cabinetry and trough.

Kitchen:

Renovation to the kitchen includes the installation of new floor tiling and painted cabinetry.

Paintwork:

The dwelling has been painted internally throughout.

Flooring throughout dwelling:

Renovation to the dwellings flooring include new carpets installed to bedrooms, timber flooring tiles throughout living areas and hallway, and tiling in wet areas.

Renovation works appear to of an acceptable standard.





Australian Institute of Building
Surveyors

Mobile – 0409323804
Email – heath@excelbuildinginspections.com.au





SCOPE, PURPOSE AND LIMITATIONS OF THIS REPORT

This report has been prepared for the client named herein for the purposes of reporting on the Owner Builder works and for obtaining warranty insurance for Owner Builder works, if the value of works undertaken exceeds \$ 16,000.

The purpose of the report is to provide a condition report in accordance with section 137b of the Building Act where Owner Builder works have been undertaken. It is not a guarantee that works are free from latent or other defects.

The scope of the report is a visual inspection of the works to identify significant defects in the works and to form an opinion regarding the condition of the works at the time of inspection. The property report was obtained by visual means where reasonable access was granted.

Reasonable access is defined in AS 4349.1 and includes in part, Subfloor access through 400 X 500mm openings and subfloor crawl spaces 400mm high. Roof interior crawl spaces 600 X 600 accessible with a 3.6m ladder Roof exteriors accessible with a 3.6m ladder placed on the ground.

The plumbing and electrical systems were not tested.

This report does not include assessment of any matter beyond the consultants expertise.

This report is not a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, or by law. This report does not warrant that works detailed herein have been constructed in accordance with The Building Act and Building Regulations. No warranty is given that building permits and other approvals were correctly obtained and potential purchasers should make their own enquiries with Council.

This report is not a warranty or insurance policy against and problems developing with the building/s in the present or near future.

No excavations were made and no items of furniture have been moved to obtain the information for this report.

No investigation or detection of wood destroying insects such as termites and wood borers has been undertaken.

No investigation of any appliances such as dishwashers, ovens etc has been done. There is no guarantee that all faults and or defects have been identified by this report.

End of Report





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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: 357127

NO PROPOSALS. As at the 29th April 2022, 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 2, 18 FREEMAN STREET, RINGWOOD EAST 3135
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: 29th April 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 64053303 - 64053303152337 '357127'

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 2, 18 FREEMAN STREET
SUBURB: RINGWOOD EAST
MUNICIPALITY: MAROONDAH
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 50 Reference B7
DATE OF SEARCH: 29th April 2022

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:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, 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. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

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. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 64053303 - 64053303152337
'357127'



Extract of EPA Priority Site Register

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

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

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 through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)