



MCP
LEGAL

Contract of Sale of Real Estate

Property: Lot _____ on Proposed Plan of Subdivision No. PS 910180W /
23 Belair Avenue, Glenroy

Vendor: G & Z Kapiteli Property Investments Pty Limited ACN 628 443 694

Purchaser: _____

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.

Particulars of Sale

Part 1 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*

Property address Lot on Proposed Plan of Subdivision No. PS 910180W /
23 Belair Avenue, Glenroy

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;
- Conditions, if any;
- Conditions; and
- the Vendor's Statement, required by Section 32(1) of the *Sale of Land Act 1962* being attached hereto and forms part of the terms of this contract.

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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- 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.

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:

20~~20~~X 23

SIGNED BY THE PURCHASER:	
Name (Print):	
Nature of Authority, if applicable:	

SIGNED BY THE PURCHASER:	
Name (Print):	
Nature of Authority, if applicable:	

If executed under Power of Attorney, the Attorney declares by signing this Contract that it has received no notice of revocation of the power of attorney

THIS OFFER WILL LAPSE UNLESS ACCEPTED WITHIN 10 CLEAR BUSINESS DAYS.

SIGNED BY THE VENDOR ON:

20~~20~~X23

SIGNED BY THE VENDOR:	
Name (Print):	G & Z Kapiteli Property Investments Pty Limited ACN 628 443 694
Nature of Authority, if applicable:	

SIGNED BY THE VENDOR:	
Name (Print):	
Nature of Authority, if applicable:	

If executed under Power of Attorney, the Attorney declares by signing this Contract that it has received no notice of revocation of the power of attorney

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

Particulars of Sale

Vendor's Estate Agent

Name:		
Address:		
Agent:	Tel:	Fax:
Mobile:	Email:	

Vendor

Name:	G & Z Kapiteli Property Investments Pty Limited ACN 628 443 694
Address:	PO Box 6150, MELBOURNE VIC 3004

Vendor's Lawyer

Name: MCP Legal	
Address: Level 6, 575 Bourke Street, Melbourne VIC 3000	
Email: a.artemiou@mcpgroup.com.au	Tel: +61 3 9620 2001
Ref: AA:5563/22	Contact: Angela Artemiou

Purchaser

Name:
Address:

Purchaser's Lawyer

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

Land

(Conditions 18 & 19)

Part of the land in Certificate of Title Being Lot on Unregistered Plan

Volume	8101	Folio	408		PS 910180W
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OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 statement if no title or plan references are recorded in the table above or as described in the Section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property Address

Lot on Proposed Plan of Subdivision No. PS 910180W / 23 Belair Avenue, Glenroy

Goods sold with the land

(Condition 13.1(f))

As per Specifications attached.

Payment
(Condition 28)

Price	\$
Deposit	\$
Balance	\$

Paid: \$
Due: / / 20~~20~~23
Payable at the Settlement Date

GST
(Condition 39)

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

Farming Business/Going Concern 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

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

Settlement Date
(Condition 2.3)

The **Settlement Date** is or the day which is the latter of:

- (a) 14 days after written notice by the Vendor's Lawyer to the Purchaser of registration of the Final Plan; and
- (b) 14 days after written notice by the Vendor's Lawyer to the Purchaser of the issue of the Occupancy Permit

Lease
(Condition 14.3(b))

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 Condition 14.3(b).

Terms contract
(Condition 33)

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 Condition 23 and add any further provisions by way of Conditions.

Loan
(Condition 37)

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

Lender:

Loan Amount: \$

Approval Date: / / 20~~20~~23

Registration Period

24 months from the Date of Sale

Defects Period

For a period of 30 days from the earlier of:

- issuing of the Certificate of Occupancy; or
- issuing of the Certificate of Final Inspection; or
- registration of the Final Plan.

Deposit Bond
(Condition 31)

If the box is ticked and initialled, the parties have agreed that a deposit bond may be provided in lieu of cash deposit and Condition 31 applies

Bank Guarantee
(Condition 32)

If the box is ticked and initialled, the parties have agreed that a bank guarantee may be provided in lieu of cash deposit and Condition 32 applies

GST
(Condition 40)

If the box is ticked and initialled by the Vendor, Condition 40 applies

FIRB
(Condition 17)

The Purchaser(s) declare(s) that they are an:

- 1. Australian Citizen A
- 2. New Zealand Citizen B
- 3. Australian Permanent Resident Visa Holder C
- 4. Foreign Resident purchasing as joint tenant with Australian citizen spouse, New Zealand Spouse or Australian permanent spouse D
- 5. Foreign Resident E

(Condition 17.1)

- a) Not required to apply for FIRB (*please state below the reason why, as a Foreign Resident, you understand you are exempt from FIRB approval in this instance*) E1

(Condition 17.2)

- b) Have already received FIRB Approval E2

(Condition 17.3)

- c) Need to apply for FIRB E3

Reason for answer to E1: _____

If Box 'E' is ticked above, please complete the following:

Purchaser(s) nationality | _____

(Condition 17.3)

If Box 'E3' is ticked above, this contract is subject to the Purchaser(s) obtaining FIRB approval in respect to the purchase of this property

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Contract Conditions

Administrative Provisions

1. Interpretation

In the interpretation of this Contract where the context permits:

- 1.1 The provisions of this Contract bind the Purchasers, if more than one, jointly and severally;
- 1.2 Headings are for document navigation only and do not affect interpretation;
- 1.3 Words importing or denoting:
 - (a) either gender shall be deemed to include the other gender and those persons identifying as neither gender;
 - (b) the neutral gender shall be deemed to include either gender and those persons identifying as neither gender;
 - (c) the singular number shall be deemed to include the plural and vice versa;
 - (d) natural persons include bodies corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;
- 1.4 Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them each jointly and severally;
- 1.5 a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- 1.6 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.7 a reference to a party, clause, paragraph, schedule or attachment is a reference to a party, clause, paragraph, schedule or attachment to, or of, this Contract;
- 1.8 a reference to this Contract includes all Conditions, Conditions, Vendor Statement (Section 32 Statement), Schedules or Attachments;
- 1.9 a reference to:
 - (a) currency in this Contract are references to Australian currency;
 - (b) a time is a reference to Australian Eastern Standard Time (or Australian Eastern Daylight Savings Time if applicable);
- 1.10 a reference to any legislation or to any provision of any legislation includes:
 - (a) any modification, re-enactment or replacement of the legislation; and
 - (b) all legislation, statutory instruments and regulations issued under the legislation or provision;
- 1.11 no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or any part of it;
- 1.12 the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation; and
- 1.13 terms described in the Particulars of Sale have the same meanings when used in this Contract.
- 1.14 Any reference to 'registered proprietor' can be taken to mean 'owner' for any part of the land which is not under the operation of the Transfer of Land Act 1958.

2. Definitions

The following terms are defined as follows save and except of any inconsistency as to context or subject matter):

- 2.1 **ATO** means the Australian Taxation Office.
- 2.2 **Authority** means an authority having jurisdiction over the Property (including its occupation, use and development) including any government, statutory body or corporation or service provider.
- 2.3 **Bank Cheque** means a cheque drawn on a Bank.
- 2.4 **BA** means the *Building Act 1993 (Vic)*
- 2.5 **Business Day** means any day which is not a Saturday, Sunday or a public holiday in the State of Victoria.

- 2.6 **Claim** means any claim, notice, demand, action, proceeding, litigation, investigation or judgment, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
- 2.7 **Cost** means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind, including legal and professional fees.
- 2.8 **Commissioner** means the Commissioner of Taxation for the time being of the ATO.
- 2.9 **Duties Act** means the *Duties Act 2000* (Vic).
- 2.10 **Duties** means any duty payable pursuant to the Duties Act;
- 2.11 **Digital Duties Form** means the electronic stamp duty declaration available on the State Revenue Office of Victoria's 'Duties Online' Website;
- 2.12 **Electronic Transmission** means the giving of a document by the Vendor to the Purchaser by:
- (a) transmitting the document by email; or
 - (b) transmitting, by email, notification that the document is given together with a hyperlink at which the document can be viewed and downloaded or the web address where the document can be viewed and downloaded.
- 2.13 **ECNL** means the Electronic Conveyancing National Law.
- 2.14 **Encumbrance** means any mortgage, lien, hypothecation, charge, security interest, bill of sale, caveat, pledge, claim, trust arrangement, preferential right, right of set-off, title retention or other form of encumbrance.
- 2.15 **FIRB Act** means the Foreign Acquisitions and Takeovers Act 1975 (Cth).
- 2.16 **FIRB Approval** means the approval of the Treasurer pursuant to the provisions of the FIRB Act.
- 2.17 **FIRB Regulations** means the Foreign Acquisitions and Takeovers Regulations 1989 (Cth).
- 2.18 **Government Agency** means:
- (a) a government or government department;
 - (b) a governmental, semi-governmental, regulatory or judicial entity or authority; or
 - (c) a person (whether autonomous or not) who is charged with the administration of a law.
- 2.19 **Guarantee** means a guarantee and indemnity in the form set out in Schedule A.
- 2.20 **GST** means goods and services tax and any penalties and interest thereon.
- 2.21 **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 2.22 **Law** means any law whether that law arises under statute or common law or pursuant to any act, statutory instrument, regulation, order, ordinance, rule, by-law, proclamation, control, permit, approval, authorisation, consent, or licence, notice or directive of any Authority or otherwise and includes any law relating to or affecting the Property or its occupation, use or development.
- 2.23 **Loss** means any loss, damage (including death or injury) or Cost of any kind.
- 2.24 **NTSA** means A New Tax System (Goods and Services Tax) Act 1999 (Cth)
- 2.25 **Outgoings** means all outgoings and operating expenses relating to the Property including rates, taxes, assessments, land tax and levies including Owners Corporation fees and levies.
- 2.26 **Particulars of Sale** means the Particulars of Sale to which these Conditions are attached.
- 2.27 **Payment Direction** means a direction in writing to the Purchaser's Representative from the Vendor's Representative:
- (a) In respect to a PEXA transaction, confirming Source Funds and Destination Line Items required for Settlement on a PEXA Workspace; or
 - (b) In respect to paper transaction, confirming the bank cheques to be provided by the Purchaser at Settlement.
- 2.28 **PEXA** means the electronic conveyancing system operated by Property Exchange Australia Ltd its successors or assigns and/or any other electronic conveyancing system agreed by the parties for use in this transaction.
- 2.29 **PEXA Workspace** means the transactional workspace created in respect to a particular transaction in PEXA.
- 2.30 **Provider** means the Government Agency or corporation which supplies any Services.
- 2.31 **Purchaser's Representative** means the Australian Legal Practitioner or conveyancer appointed by the Purchaser for the purposes conducting all legal aspects of Settlement, including the performance of the Purchaser's obligations under this Contract.

- 2.32 **Purchaser's Agent** refers to an agent appointed by the Purchaser under specific authority and does not include the selling agent or real estate agent appointed in respect to the sale of the Property.
- 2.33 **Revenue Ruling** means State Revenue Office Revenue Ruling DA.048 in respect to duty concession for off the plan sales (land and building packages and refurbishments).
- 2.34 **Settlement** means the date upon which possession of the Property is provided, title is accepted and the Price is paid.
- 2.35 **Settlement Date** means the due date for Settlement detailed in the Particulars of Sale.
- 2.36 **Service Fees** means any fee, contribution, charge or expense paid to or payable to a Provider for the supply, connection, work, installation, infrastructure to enable, connect or transfer any Services to the Land.
- 2.37 **Services** means all services specified in the Section 32 Statement and all services of any nature from time to time provided to the Land or made available for use by the Purchaser at the Land including any electricity, gas, lighting, fuel, electricity, telephone, Internet, or other communications, pay TV, NBN service, smoke detector, water, sewerage, ventilation, drainage, air conditioning, water disposal or hydraulic services.
- 2.38 **SLA** means the Sale of Land Act 1962 (Vic).
- 2.39 **Spouse** means a spouse within the meaning of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*, *Income Tax Assessment Act 1997 (Cth)*, associated regulations and guidance notes issued by the Foreign Investment Review Board from time to time.
- 2.40 **TAA** means the *Tax Administration Act 1953 (Cth)*
- 2.41 **TLA** means the *Transfer of Land Act 1958 (Vic)*
- 2.42 **Transfer** means such registrable instrument or instruments of transfer of the Land as will enable the Purchaser to become registered as proprietor of the Land.
- 2.43 **Treasurer** means the Treasurer of the Commonwealth of Australia.
- 2.44 **Vendor's Representative** means the Australian Legal Practitioner or conveyancer appointed by the Vendor for the purposes conducting all legal aspects of Settlement, including the performance of the Vendor's obligations under this Contract.
- 2.45 **Vendor Statement** means a statement in accordance with Section 32 of the SLA which is attached to, and forms part of, this Contract.
- 2.46 **Vendor's Agent** refers to an agent appointed by the Vendor under specific authority and does not include the selling agent or real estate agent appointed in respect to the sale of the Property.

3. Time

- 3.1 Time is of the essence of this contract.
- 3.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- 3.3 Time is extended to the second business day after the Vendor's representative's office reopens after any Christmas and New Year closure period as advised by the Vendor's representative in writing.

4. Whole Agreement

- 4.4 This Contract sets out all the terms and Conditions of this sale and any promise, Condition, representation or warranty which may have been made by the Vendor or by any person on behalf of the Vendor not contained in this Contract is expressly negated and withdrawn.
- 4.5 The Purchaser acknowledges that there is no other contract, agreement and collateral warranty subsisting at the time of signing this Contract which related to the property.
- 4.6 This Condition shall operate for the benefit of the Vendor and the Vendor's estate agent and their respective employees, agents and contractors.

5. Service

- 5.1 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.
- 5.2 A document being a cooling off notice under Section 31 of the SLA or a notice under Condition 37.2 (ending the contract if the loan is not approved) 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.
- 5.3 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.

5.4 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*.

5.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

6. Notices

- 6.1 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.
- 6.2 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.
- 6.3 The Purchaser may enter the property to comply with that responsibility where action is required before Settlement.

7. Severability

If any part of this Contract is void, unenforceable or illegal then that part must be read down so as to give it as much effect as possible and if this cannot be achieved, then it must be severed from this Contract and all parts which are not void, unenforceable or illegal remain in full force and effect.

8. Further assurance

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to this Contract and the transactions contemplated by it (including, but not limited to, the execution of documents).

9. Counterparts

This Contract may be executed in any number of counterparts and all counterparts taken together will constitute one instrument.

10. Non-Merger

Any part of this Contract that remains 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 until such time as effect is given to that part.

11. Reference to Statutes

In this Contract a reference to a statute, ordinance, code or other law includes any regulations and other instruments made under it and any consolidations, amendments, re-enactments or equivalent provision in any replacement of any of them occurring at any time before or after the date of this Contract.

12. Governing Law

This Contract is governed by the laws of the State of Victoria.

Warranties and Acknowledgements

13. Vendor Warranties

13.1 The Vendor warrants that the Vendor:

- (a) has, or by the Settlement Date 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.
- 13.2 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.
- 13.3 The warranties in Conditions 13.1 and 13.2 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 SLA in accordance with Division 2 of Part II of that Act.
- 13.4 If Sections 137B and 137C of the BA 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 BA and regulations made under the Building Act 1993.
- 13.5 Words and phrases used in Condition 13.4 which are defined in the BA have the same meaning in Condition 13.4.
- 13.6 These warranties replace the Purchaser's right to make requisitions and inquiries.

14. Purchaser Acknowledgements and Warranties

- 14.1 The Purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the Vendor or any other person on the Vendor's behalf:
- (a) In its present Condition and state of repair;
 - (b) Subject to all defects latent and patent;
 - (c) Subject to any infestations and dilapidation;
 - (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - (e) Subject to any potential or actual non-compliance, that is disclosed herein or in the Vendor Statement attached hereto, with the Local Government Act or any Ordinance under that Act in respect of any building or structure on the land.
- 14.2 The Purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
- 14.3 The Purchaser acknowledges that they are purchasing the property subject to:
- (a) any encumbrance included in the Vendor Statement attached hereto other than mortgage and caveats and any reservation in the crown grant.
 - (b) Any lease referred to in the Particulars of Sale and in respect to such lease the Purchaser indemnifies the Vendor against all obligations as landlord under any such lease after Settlement.
- 14.4 The Purchaser acknowledges that 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.

- 14.5 The Purchaser acknowledges having received from the Vendor or their legal representative prior to the execution of this Contract or any preliminary contract or contract note or any other document relating to this sale which is or is intended to be legally binding, or payment of any deposit or other money:
- (a) a copy of this Contract pursuant to Section 53 of the Estate Agents Act 1980; and
 - (b) a statement required by Section 32(1) of the SLA.

15. Purchaser Authority and Capacity

15.1 The Purchaser warrants that:

- (a) it has full legal capacity and power to enter into this Contract of Sale and perform its obligations hereunder;
- (b) is legally allowed to own property;
- (c) no representation, warranty or other information provided by the Purchaser contains any untrue statement of material fact or omits to state a material fact necessary to ensure that the representation, warranty or information is not misleading;
- (d) If entering into this Contract as the trustee of a trust or Settlement, the Purchaser further warrants that:
 - (i) the trust is legally constituted and no action has been taken or proposed to terminate the trust; and
 - (ii) it has full legal capacity and power under the trust deed, agreement, undertaking or instrument in respect to the trust or its assets, to enter into and perform its obligations under this Contract; and
 - (iii) is doing so as part of the proper administration of the trust.
- (e) no litigation, arbitration, mediation, conciliation, criminal or administrative proceedings are current, pending or (to its knowledge after due inquiry) threatened which, if adversely determined, could have a material adverse effect on its ability to perform its obligations under this Contract.

16. Transfer, Licence or Agreement

The Purchaser acknowledges that they are responsible for cost of preparation of any consent or licence required pursuant to Condition 22.

17. Foreign Investment Review Board Act

17.1 If the Purchaser has ticked any box "A", "B", "C", "D" or "E1" on the Particulars of Sale:

- (a) The Purchaser warrants that FIRB Approval is not required for its purchase of the Property from the Vendor;
- (b) The Purchaser acknowledges that the Vendor is relying on the Purchaser's warranty contained in Condition 17.1;
- (c) The Purchaser indemnifies the Vendor against all Claims and Loss which the Vendor may incur or may become liable for (including any consequential loss which the Vendor may incur or may become liable for) as a consequence of the Vendor having relied upon the Purchaser's warranty when entering into this Contract;
- (d) If this Contract does not proceed to Settlement as a consequence of the Purchaser's breach of the warranty contained in Condition 17.1 the Deposit paid by the Purchaser will be forfeited to the Vendor.

17.2 If the Purchaser has ticked box "E2" in the Particulars of Sale:

- (a) The Purchaser warrants that FIRB Approval is required for its purchase of the Property from the Vendor and it has obtained that approval; and
- (b) The Purchaser must provide a copy of the FIRB approval to the Vendor upon executing this Contract.

17.3 If the Purchaser has ticked box "E3" in the Particulars of Sale:

- (a) the Purchaser must:
 - (i) within 5 Business Days after the Day of Sale apply for FIRB Approval for its purchase of the Property from the Vendor if it has not already done so;
 - (ii) use its best endeavours to obtain that FIRB Approval as soon as possible; and
 - (iii) provide to the Vendor within 2 Business Days of receipt or despatch a copy of:
 - (A) the application for the FIRB Approval and all communications received from the Treasurer in respect to the application; and

- (B) either:
 - (I) the order from the Treasurer prohibiting the acquisition of the Property by the Purchaser; or
 - (II) advice in writing that the Treasurer has no objection to the acquisition of the Property by the Purchaser;
- (b) If no objection is received from the Treasurer in respect to the Purchaser's acquisition of the Property within 30 days of the date hereof, the Vendor may terminate this Contract by written notice to the Purchaser.
- (c) If this Contract is terminated pursuant to Condition 17.3(b), the Deposit is to be refunded in full to the Purchaser.

The Land

18. General Law Land

- 18.1 This Condition only applies if any part of the land is not under the operation of the TLA.
- 18.2 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.
- 18.3 The Purchaser is entitled to inspect the Vendor's chain of title on request at such place in Victoria as the Vendor nominates.
- 18.4 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.
- 18.5 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.
- 18.6 If the contract ends in accordance with Condition 18.5, the deposit must be returned to the Purchaser and neither party has a claim against the other in damages.

19. Identity of the Land

- 19.1 The Purchaser admits that:
 - (a) the Property as inspected by it is identical with the Property described in the title particulars contained in the Particulars of Sale;
 - (b) any structure, fence, wall or improvement is located on or inside the title boundary to the Land;
 - (c) improvements located on adjoining properties do not encroach on to the Land; and
 - (d) any improvements on the Land comply with all Laws.
- 19.2 The Purchaser may not make any objection or claim for compensation for any deficiency in the area, description or measurements of the land nor can the Purchaser require the Vendor to amend title nor make any reparation of costs for any such amendment.
- 19.3 Any deficiency under Condition 19.2 will not invalidate the sale.

20. Land and Use

- 20.1 The Land is sold subject to all Laws affecting the Land, its use and development.
- 20.2 No Law constitutes a defect in the Vendor's title or affects the validity of this Contract.
- 20.3 The Purchaser:
 - (a) is responsible for remedying, at its own cost, any failure of the Land to comply on the Day of Sale with any Laws affecting the Land; and
 - (b) indemnifies the Vendor in respect of all Claims and Loss which the Vendor may incur or may become liable for as a result of the Purchaser's failure to remedy any such failure.

21. Connection/Service Fees

- 21.1 The Purchaser acknowledges that:
- (a) the Services may not be connected to the Property at Settlement;
 - (b) at settlement and in addition to the Balance of the Price, the Purchaser will be responsible to reimburse the Vendor at settlement for any charge or expense paid to or payable to a Provider for the supply, connection work, installation, infrastructure to enable, connect or transfer any services to the land.
- 21.2 The Purchaser acknowledges that the Vendor has made no representation as to the quantum of Service/Connection Fees, availability or adequacy of the Services for the Purchaser's proposed use of the Land and the Purchaser must rely on their own appropriate inquiries as to the quantum of Service Fees, availability or adequacy of Services and will not make any claim against the Vendor in respect to same.
- 21.3 The condition of the available or connected 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.
- 21.4 The Vendor at its absolute discretion may arrange for the connection of any or all Services to the Land and the Purchaser will not make any claim against the Vendor should the Services not be connected to the Property at settlement.
- 21.5 Any Service Fee paid or to be paid by the Vendor to a Provider must be paid to the Vendor in full by the Purchaser at Settlement and the Purchaser must not make any claim, requisition or inquiry, delay or refuse settlement, retain, withhold or require any adjustment of money and/or issue proceedings, injunctive or otherwise because of any matters contemplated by this Special Condition 21.
- 21.6 This special condition will continue for the benefit of the Vendor and will not merge with the transfer of the property.

22. Encumbrances and Licences

- 22.1 The Property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) contained in the Contract.
- 22.2 The Purchaser acknowledges that:
- (a) sewers, drains or other services may be laid outside registered easements; and
 - (b) the Property may be subject to unregistered easements in relation to pipes, connections or structures of service supply authorities or others which may not have been disclosed to the Vendor and which may not be apparent from inspection of the Property.
- 22.3 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 the Settlement Date.

23. Planning

- 23.1 The Purchaser buys subject to any restrictions imposed by the provisions of any applicable town planning legislation, orders, plans, schemes, overlays, local government by-laws or other enactments by any Government Agency empowered to make restrictions.
- 23.2 Any such restriction shall not constitute a defect in the Vendor's title.
- 23.3 Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negated.

24. Condition of property

The Purchaser acknowledges that subject to Conditions 58 to 64 inclusive:

- 24.1 The property and the chattels are purchased in the existing condition;
- 24.2 The Vendor makes no representation or warranties as to any plans, designs or specifications that may exist in relation to the constructions of any building in or on the property or to the condition of any building on the property.
- 24.3 They have purchased the property as a result of their own inspections and enquiries and accept the land sold (including improvements thereon) in its present state of repair and condition.
- 24.4 They shall not be entitled to make any objections, requisitions or Claim in respect of the condition or state of repair of the land and improvements, of any defect (whether latent or patent) or the location of any structure or improvement over any sewer drain or other property service (whether or not any required approval consent was obtained or Condition complied with) or of any non-compliance with the provisions of legislation or regulations relating to such improvements.

24.5 The Purchaser acknowledges that they 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 Date.

25. No Requisitions

25.1 The Purchaser shall not make any requisitions or objections on or to title concerning any matter the subject of this Contract.

25.2 The Vendor provides to the Purchaser the various warranties regarding the property as are set out in the Vendor Statement attached hereto.

25.3 The Purchaser indemnifies the Vendor and must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to take any action or incur any Cost; or
- (c) delay Settlement, or rescind or terminate this Contract;
- (d) due to any matter or any failure of the Property to comply in any respect with any matter referred to in Conditions 14.1, 21, 23, 24, 26 and 27.

26. Loss or Damage before Settlement

26.1 The Vendor carries the risk of loss or damage to the property until Settlement.

26.2 Except for fair wear and tear, the Vendor must deliver the property to the Purchaser in the same Condition it was in as at the date of sale and the Purchaser cannot delay Settlement because of any deficiency in the Condition of the property or the chattels therein.

26.3 The Purchaser nominate an amount not exceeding \$5,000 to be held by the Vendor's representative and the parties hereto agree that each party must pay half of the nominated amount into the Vendor's representative's trust account to be held until such time a determination of the Purchaser's claim is made.

27. Rights of entry

The rights of entry under Condition 6.3 must be exercised at reasonable times and with the Vendor's prior written approval.

Financial

28. Payment

28.1 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.

28.2 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

28.3 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.

28.4 Payments may be made or tendered:

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

28.5 However, unless otherwise agreed:

- (a) 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
- (b) 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.

- (i) At Settlement, the Purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the Vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the Vendor must reimburse the Purchaser for the fees incurred.
 - (ii) Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
 - (iii) Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
 - (iv) As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 28.6 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.
- 28.7 For the purpose of this 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.

29. Deposit – Release

- 29.1 Despite anything else in this Contract the Deposit is to be held on trust for the Purchaser until:
- (a) Settlement; or
 - (b) Rescission or lawful termination of this Contract by either party; or
 - (c) Release of the Deposit pursuant to Section 27 of the SLA in which case the deposit must be released to the Vendor if:
 - (i) the Vendor provides particulars, to the satisfaction of the Purchaser, that either:
 - (A) there are no debts secured against the property; or
 - (B) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (ii) at least 28 days have elapsed since the particulars were given to the Purchaser under paragraph (a); and
 - (iii) all Conditions of Section 27 of the SLA have been satisfied.
- 29.2 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.
- 29.3 The stakeholder may pay the deposit and any interest into Court if it is reasonable to do so.
- 29.4 If the Purchaser does not pay the Deposit when due under this Contract, the Vendor may terminate this Contract and is entitled to recover the Deposit from the Purchaser as a liquidated debt.

30. Acceptance of title

Where the Purchaser is deemed by Section 27(7) of the SLA 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.

31. Deposit bond

- 31.1 This Condition applies if the box marked Deposit Bond is ticked and initialled by all parties in the Particulars of Sale hereto.
- 31.2 In this 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;
- 31.3 The Purchaser may deliver a deposit bond to the Vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 31.4 The Purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and Conditions.
- 31.5 Where a deposit bond is delivered, the Purchaser must pay the deposit to the Vendor's legal practitioner or conveyancer on the first to occur of:
- (a) Settlement;

- (b) the date that is 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with Condition 51.2 following breach by the Purchaser; and
 - (d) the date on which the Vendor ends this contract by accepting repudiation of it by the Purchaser.
- 31.6 The Vendor may claim on the deposit bond without prior notice if the Purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the Purchaser under Condition 31.5 to the extent of the payment.
- 31.7 Nothing in this Condition limits the rights of the Vendor if the Purchaser defaults under this contract or repudiates this contract, except as provided in Condition 31.6.
- 31.8 This Condition is subject to Condition 28.2.

32. Bank guarantee

This Condition applies if the box marked Bank Guarantee is ticked and initialled by all parties in the Particulars of Sale hereto.

- 32.1 In this 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*).
- 32.2 The Purchaser may deliver a bank guarantee to the Vendor's legal practitioner or conveyancer.
- 32.3 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 Condition 51.2 following breach by the Purchaser; and
 - (d) the date on which the Vendor ends this contract by accepting repudiation of it by the Purchaser.
- 32.4 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 Condition 32.3.
- 32.5 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 Condition 32.3 to the extent of the payment.
- 32.6 Nothing in this Condition limits the rights of the Vendor if the Purchaser defaults under this contract or repudiates this contract, except as provided in Condition 32.5.

33. Terms Contract

- 33.1 If this is a 'terms contract' as defined in the SLA:
- (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 SLA; 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.
- 33.2 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.

34. Release of Security Interest

- 34.1 This Condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 34.2 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 Condition 34.4, 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.
- 34.3 If the Purchaser is given the details of the Vendor's date of birth under Condition 34.2, the Purchaser must
- (a) only use the Vendor's date of birth for the purposes specified in Condition 34.2; and
 - (b) keep the date of birth of the Vendor secure and confidential.
- 34.4 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.
- 34.5 Subject to Condition 34.6, 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.
- 34.6 The Vendor is obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of personal property described in Condition 34.5 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.
- 34.7 A release for the purposes of Condition 34.4(a) must be in writing.
- 34.8 A release for the purposes of Condition 34.4(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.
- 34.9 If the Purchaser receives a release under Condition 34.4(a) the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after Settlement.
- 34.10 In addition to ensuring a release is received under Condition 34.4(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.
- 34.11 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.

- 34.12 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 Condition 34.11.
- 34.13 If Settlement is delayed under Condition 34.12, 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.
- 34.14 The Vendor is not required to ensure that the Purchaser receives a release in respect of the land. This Condition 34.14 applies despite Condition 34.1.
- 34.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in Condition 34 unless the context requires otherwise.

35. Outgoings

- 35.1 The Vendor is responsible for all Outgoings required to be paid by the Vendor in relation to the Property up to, and including, the Settlement Date. The Purchaser must pay all Outgoings required to be paid after Settlement.
- 35.2 The Vendor is not required to pay Outgoings for the property at the Settlement Date if at that date the Property is not separately rated but the Vendor undertakes to pay the Outgoings when they become due and payable in respect to the whole unsubdivided land.
- 35.3 Outgoings must be apportioned and adjusted at Settlement in accordance with the provisions of this Condition 35 as follows:
- (a) An apportionment must be made in respect of the period to which the amount relates (e.g. quarterly adjusted quarterly or yearly adjusted yearly).
 - (b) An Outgoing must be apportioned between the Vendor and the Purchaser on Settlement on the basis that the relevant Outgoing has been paid by the Vendor for the whole of the current period for which the assessment relates irrespective of whether it has actually been paid.
 - (c) Any personal statutory benefit available to any party must be disregarded when calculating an apportionment.
 - (d) If at Settlement an **Outgoing has been assessed** on the Property but is not due for payment;
 - (i) the Purchaser is not entitled to deduct from or delay the payment of any part of the Price on the basis that such Outgoing has not been paid; and
 - (ii) the Vendor may elect to, subject to any adjustment payable by the Purchaser, either attend to the payment of the Outgoing within the time provided in the assessment notice or at Settlement.
 - (e) If any **Outgoing is not separately assessed** by the relevant Government Agency:
 - (i) the amount to be apportioned between the Vendor and the Purchaser will be apportioned in the same proportion as the lot liability of the Property bears to the total lot liability of all Lots on the Final Plan;
 - (ii) the Vendor will, subject to any adjustment payable by the Purchaser and to any rights of appeal which the Vendor may have to the relevant Government Agency, attend to the payment of the Outgoing when notice of assessment has been received by the Vendor by the due date provided in the assessment notice;
 - (iii) the Vendor may, at its option, require the Purchaser to adjust at Settlement an amount which the Vendor, acting reasonably, considers to be an appropriate estimate of the unassessed Outgoing for the relevant period. As soon as possible after the assessment of the Outgoing the parties must make any necessary re-adjustment between themselves; and
 - (iv) the Purchaser is not entitled to deduct from, or delay the payment of, any part of the Price on the basis that an Outgoing has not been assessed at Settlement.

36. Adjustments

- 36.1 Subject to Condition 35, the Purchaser's Lawyer must make the apportionments required by this Contract and must deliver a statement of adjustments to the Vendor's Lawyer no later than 3 business days prior to Settlement (**the Statement of Adjustments**).
- 36.2 If the Purchaser, or its Lawyer, does not comply with Condition 36.1 then:

- (a) the Vendor may settle this Contract at any time on or between the Settlement Date and 10 Business Days from the latter date on which it receives the Statement of Adjustments or Transfer of Land (if applicable) pursuant to Condition 55.1; and
 - (b) the Purchaser is deemed to have defaulted in payment of the balance of the Price and must pay interest on this amount pursuant to Condition 48 from the Settlement Date until the expiry of the period of 10 Business Days from latter delivery of the Statement of Adjustments or Transfer of Land.
- 36.3 In addition to the requirements under Condition 35 and Condition 36.1 the Statement of Adjustments must:
- (a) include contributions, if any, demanded by the body corporate;
 - (b) any amounts paid by the Vendor to or on behalf of the body corporate in respect of insurance premiums;
 - (c) any licence fee payable pursuant to Condition 53; and
 - (d) The Purchaser must provide copies of all certificates and other information used to calculate the adjustments under Condition 0, if requested by the Vendor.
- 36.4 For the purposes of clarification, the definition of 'certificates' in Condition 36.3(d) shall be taken to mean certificates obtained by the Purchaser or the Purchaser's representative which are dated not more than two months prior to the date upon which the adjustments were prepared and specifically excludes copies of certificates included in the Vendor Statement attached hereto.
- 36.5 In the event that the lot or lots hereby sold are not separately assessed in respect of any rates, taxes, assessments, fire insurance premiums or other outgoings then for the purpose of apportionment the lot sold shall be liable to that proportion of any such rates, taxes, assessments, fire insurance premiums and other outgoings levied or assessed against the parcel as a whole which the lot liability of such lot bears to the total liability of all lots contained in the plan of subdivision.

Conditional Provisions (as applicable)

37. Loan

- 37.1 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.
- 37.2 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.
- 37.3 All money must be immediately refunded to the Purchaser if the contract is ended.

Stamp Duty and Tax

38. Stamp Duty

- 38.1 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);
- 38.2 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;
- 38.3 The Purchasers indemnify the Vendor, the Vendor's agent and the Vendor's Representative against any claim or demand 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 of Land differing from that shown herein; and
- 38.4 This Condition will not merge upon completion.

39. GST

- 39.1 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.
- 39.2 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'.
- 39.3 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.
- 39.4 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.
- 39.5 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.
- 39.6 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.
- 39.7 This Condition will not merge on either Settlement or registration.

40. GST Withholding

- 40.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the TAA or in NTSA have the same meaning in this Condition unless the context requires otherwise.
- 40.2 This Condition 40 applies if the Purchaser is required to pay the Commissioner an amount in accordance with Section 14-250 of Schedule 1 to the TAA because the property is:
- (a) new residential premises; or
 - (b) 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 TAA or NTSA. Nothing in this Condition 40.2 is to be taken as relieving the Vendor from compliance with Section 14-255.
- 40.3 The amount is to be deducted from the Vendor's entitlement to the contract consideration and is then taken to be paid to the Commissioner, whether or not the Vendor provides the Purchaser with a GST withholding notice in accordance with Section 14-255 of Schedule 1 to the TAA. The Vendor must pay to the Purchaser at Settlement such part of the amount as is represented by non-monetary consideration.
- 40.4 The Vendor must provide to the Purchaser a GST Withholding Notice as required under Section 14-255 of Schedule 1 of the TAA no later than 14 days prior to Settlement.
- 40.5 Should the Purchaser be required to withhold GST at Settlement, the Purchaser must acquire a reference number from the ATO and this reference number must accompany any payment of GST to the ATO.
- 40.6 The representative is taken to have complied with the requirements of Condition 40.3 if:
- (a) Settlement is conducted through PEXA 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.
- 40.7 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 TAA, but only if:
- (a) so agreed by the Vendor in writing; and
 - (b) the Settlement is not conducted through PEXA or any other electronic conveyancing system agreed by the parties.
- 40.8 However, if the Purchaser gives the bank cheque in accordance with this Condition 40.7, the Vendor must immediately after Settlement:
- (a) provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (b) 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.
- 40.9 In accordance with Section 14-250 of Schedule 1 of the TAA, each party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required;
 - (b) determine the amount to be paid; or
 - (c) in order to comply with the Purchaser's obligation to pay the amount,
- within 5 business days of a written request for such information and the party providing the information warrants that it is true and correct.
- 40.10 The Vendor warrants that at Settlement:
- (a) 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 TAA 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 TAA is the correct amount required to be paid under Section 14-250 of the legislation.
- 40.11 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 Condition 40.10; 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 TAA.
- 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.
- 40.12 This Condition 40 will not merge on Settlement.

41. Tax invoice

If the Vendor makes a taxable supply under this contract (that is not a margin scheme supply) and

- 41.1 the price includes GST; or
- 41.2 the Purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under Condition 39.1(a), (b) or (c)), 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.

42. Foreign resident capital gains withholding

- 42.1 Words defined or used in Subdivision 14-D of Schedule 1 to the TAA have the same meaning in this Condition unless the context requires otherwise.
- 42.2 Every Vendor under this contract is a foreign resident for the purposes of this Condition unless the Vendor gives the Purchaser a clearance certificate issued by the Commissioner under Section 14-220 (1) of Schedule 1 to the TAA. The specified period in the clearance certificate must include the actual date of Settlement.
- 42.3 This 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 TAA ("the amount") because one or more of the Vendors is a foreign resident, the property has or will have a market value not less than the amount set out in Section 14-215 of the legislation just after the transaction, and the transaction is not excluded under Section 14-215(1) of the legislation.
- 42.4 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.
- 42.5 The Purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of Settlement, including the performance of the Purchaser's obligations under the legislation and this Condition; and
 - (b) ensure that the representative does so.

- 42.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this 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 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.
- 42.7 The representative is taken to have complied with the requirements in Condition 42.6 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.
- 42.8 Any clearance certificate or document evidencing variation of the amount in accordance with Section 14-235(2) of Schedule 1 to the TAA must be given to the Purchaser at least 5 business days before the due date for Settlement.
- 42.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with Section 14-200 of Schedule 1 to the TAA. 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.
- 42.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Settlement

43. Electronic Conveyancing

- 43.1 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 ECNL. The parties may subsequently agree in writing that this Condition 43 applies even if the box next to it is not checked. This Condition 43 has priority over any other provision to the extent of any inconsistency.
- 43.2 A party must immediately give written notice if that party reasonably believes that Settlement and lodgement can no longer be conducted electronically. Condition 43 ceases to apply from when such a notice is given.
- 43.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the ECNL,
 - (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 ECNL, and
 - (c) conduct the transaction in accordance with the ECNL.
- 43.4 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.
- 43.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for Settlement.
- 43.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions 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.
- 43.7 The parties must do everything reasonably necessary to effect Settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated Settlement time, Settlement in accordance with Condition 43.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for Settlement is after 4.00 pm.

- 43.8 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.
- 43.9 The Vendor must before Settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of Settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at Settlement, and any keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the Purchaser or the Purchaser's nominee on notification by the Electronic Network Operator of Settlement.
- 43.10 The Vendor must, at least 7 days before the due date for Settlement, provide the original of any document required to be prepared by the Vendor in accordance with Condition 43.
- 43.11 The parties agree that neither party is to be liable to the other for any delay in the performance of their respective obligations under this Contract in the event that Settlement is unable to proceed on the Settlement Date as required in this Contract, if such delay is solely due to the PEXA system or any affiliated system not being operational and thus incapable of conducting and completing an electronic Settlement.
- 43.12 The parties acknowledge that time is of the essence under this contract and as such each party undertakes to settle the matter as soon as practicable after the PEXA system resumes operation.
- 43.13 Any complete inability by either party to settle electronically due to the continued non-operation of the PEXA system will not constitute an ending of this Contract unless it is also impossible to complete a paper based transaction in lieu thereof.

44. Parties Obligations at Settlement

- 44.1 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.
- 44.2 Settlement must be conducted between the hours of 10:00 am and 4:00 pm unless the parties agree otherwise and should the parties not agree Settlement after 4:00 pm shall be deemed to take place on the next business day.
- 44.3 Settlement will be conducted on PEXA or any other electronic conveyancing system or if the transaction is incapable of being conducted electronically then paper Settlement will occur at a venue at the Vendor's direction.
- 44.4 If Settlement is to occur pursuant to Condition 44.3 and the Purchaser requires Settlement take place at a venue other than as stipulated under Condition 44.3, the Purchaser shall pay the Vendor's legal costs of arranging an alternate Settlement venue of \$440.00 (GST inclusive) plus the costs of any variation to the Vendor's Settlement agent's fee to attend Settlement.
- 44.5 The Vendor's obligations under this Condition 44 continue after Settlement.

45. Delivery of Documents (if converted to Paper Settlement)

- 45.1 Subject to Condition 43 the Transfer of Land shall be delivered to the Vendor's representative no later than 10 days before Settlement.
- 45.2 Should the Purchaser fail to deliver the Transfer of Land within the time prescribed under Condition 55.1, then the Vendor may, without prejudice to the Vendor's other rights:
- (a) Complete this Contract at any time between the date for payment of the residue and the date which is 10 days after the Purchaser delivers the Transfer of Land; and
 - (b) The Purchaser must pay penalty interest pursuant to Condition 48 until such time as Settlement occurs.

Breach

46. Penalty Interest

Interest at a rate of 6% 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.

47. Waiver of Breach

- 47.1 No waiver of any breach of this Contract or any of the terms of this Contract will be effective unless that waiver is in writing and signed by the party entitled to the benefit of that power or right.
- 47.2 Such waiver referred to in Condition 47.1 is applicable only to the extent of the waiver set out in writing and shall not operate as a waiver of any other breach or subsequent breach.

48. Default – Penalty Interest

- 48.1 The Purchaser must pay to the Vendor default interest at the rate of 6% higher than the penalty interest rate as fixed by Section 2 of the *Penalty Interest Rate Act 1983* (Vic) calculated on the balance payable upon completion still due and owing to the Vendor during the default period.
- 48.2 Interest payable under Condition 48.1 accrues daily from, and including, the due date for payment up to, but excluding, the actual date of payment.

49. Default - Vendor's Damages

- 49.1 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date under this Contract or at a time subsequently arranged by consent of the parties, the Vendor will or may suffer the following losses and expenses which the Purchaser shall pay in addition to any interest chargeable on the balance of purchase moneys in accordance with the terms of this Contract:
- (a) This costs of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance calculated from the due date for Settlement;
 - (b) Any penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase of another property.
 - (c) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for Settlement;
 - (d) Accommodation expenses necessarily incurred by the Vendor;
 - (e) Legal costs and expenses as between the Vendor's representative and the Vendor; and
 - (f) The Vendor's legal costs of \$880.00 (GST inclusive) for rescheduling a Settlement which has been booked with the Vendor's Lawyer.
- 49.2 The Vendor reserves its rights to claim liquidated damages.

50. Default Notice

- 50.1 Until a written default notice is served and not remedied by the defaulting party, the serving party is not entitled to exercise any rights arising from the defaulting party's default, other than the right to receive interest and the right to sue for money owing,
- 50.2 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.
- 50.3 The obligation under Condition 50 for a party to serve a default notice before exercising any rights arising from the other party's default does not apply in relation to the Vendor's right to end this Contract for failure to pay the deposit pursuant to Condition 29.4.
- 50.4 For the purposes of clarifying what is deemed to be a 'reasonable cost' in Condition 50.2(b)(ii) in respect to each default by the Purchaser:
- (a) The Vendor's legal costs on preparation and service of each default notice is \$880.00 (GST inclusive); and
 - (b) The Vendor's legal costs on preparation and service of a rescission notice is \$880.00 (GST inclusive).

51. Default - Consequences

- 51.1 If a default notice issued in accordance with Condition 50 does not state that unless the default is remedied and the reasonable Costs incurred as a result of the default and any interest payable are paid this Contract will be ended in accordance with that Condition then, if the default notice is not fully complied with, the party not in default under this Contract may:
- (a) terminate this Contract in which case Condition 51.2 or Condition 51.2 as applicable will apply; or
 - (b) leave this Contract on foot and sue the party in default under this Contract for damages, specific performance or both.
- 51.2 If the Vendor defaults and the contract ends pursuant to 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.
- 51.3 The Contract will immediately end 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 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.
- 51.4 If the Purchaser defaults all unpaid money under the contract becomes immediately payable to the Vendor but only if the default has been not remedied and the costs and interest are not paid.
- 51.5 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
- 51.6 any determination of the Vendor's damages must take into account the amount forfeited to the Vendor.

52. Default - Rescission

- 52.1 Upon rescission of this Contract by the Purchaser, the Purchaser becomes entitled to the return of the Deposit and all other money paid by the Purchaser under this Contract, with the exclusion of any money paid by the Purchaser as an occupation fee for any time during which the Purchaser was in actual occupation of the Property.
- 52.2 Upon rescission of this Contract by the Vendor, the Vendor becomes entitled to the Deposit.
- 52.3 The party rescinding this Contract must notify the stakeholder holding the Deposit in writing and instruct the stakeholder to pay the Deposit to the party entitled to the Deposit in accordance with the terms of this Contract.
- 52.4 The Vendor and the Purchaser appoint each other as their lawful attorney for the purpose specified in Condition 52.3 and release the stakeholder from any liability in complying with such written notice; and
- 52.5 Condition 51.2 must be read subject to Condition 52.1.

Occupation Prior to or after Settlement

53. Occupation by the Purchaser prior to Settlement

The Purchaser acknowledges that upon requesting occupation of the property prior to Settlement, the Vendor will provide to the Purchaser a licence upon the following terms (the **Occupancy Licence**):

- 53.1 The licence fee is to be payable weekly and is to be determined by the selling agent appointed by the Vendor in respect to the Property as being similar to rental for a comparable property type in the geographical area;
- 53.2 The risk shall pass to the Purchaser as at the date of occupation;

- 53.3 Adjustments as required under Condition 36 shall be made from the commencement date of the occupation and not the Settlement Date.
- 53.4 An adjustment in favour of the Vendor shall be made on the Statement of Adjustments in respect to the licence fee determined under Condition 53.1 or the occupancy fee may be paid in any manner directed by the Vendor in writing from time to time.
- 53.5 The Purchaser shall be liable for the Vendor's costs of preparation of the Occupancy Licence fixed at \$440.00, such sum to be adjusted in the Vendor's favour on the Statement of Adjustments.
- 53.6 Should the parties agree that the Purchaser shall require occupation of the property for a period of 12 months or longer the parties agree to enter into a Residential Tenancy Agreement pursuant to Section 26 of the *Residential Tenancies Act 1997* and in the form required under Regulation 8, Schedule 1, Form 1 or 2 (as applicable) of the *Residential Tenancies Regulations 2019*.

54. Continued Occupation by the Vendor after Settlement

The Purchaser acknowledges that upon requesting occupation of the property after Settlement for a period less than 12 calendar months, the Vendor will provide to the Purchaser a licence upon the following terms (the **Occupancy Licence**):

- 54.1 The licence fee is to be payable weekly and is to be determined by the selling agent appointed by the Vendor in respect to the Property as being similar to rental for a comparable property type in the geographical area;
- 54.2 The licence fee shall be paid in such a manner as directed by the Purchaser.
- 54.3 The Vendor shall be liable for the costs of preparation of the Occupancy Licence.
- 54.4 Should the parties agree that the Vendor shall require occupation of the property for a period of 12 months or longer the parties agree to enter into a Residential Tenancy Agreement pursuant to Section 26 of the *Residential Tenancies Act 1997* and in the form required under Regulation 8, Schedule 1, Form 1 or 2 (as applicable) of the *Residential Tenancies Regulations 2019*.

Nomination

55. Nomination by Purchaser

- 55.1 Provided the Purchaser is not in default under this Contract at the time, the Purchaser may nominate a substitute or additional transferee (**Nominated Transferee**) by providing the following to the Vendor not less than 14 days before the Settlement Date:
 - (a) Details of the Nominated Transferee's lawyer or conveyancer;
 - (b) a copy of the completed and executed Nomination in a format acceptable to the Vendor's Representative;
 - (c) a Guarantee completed by the officers of the Nominated Transferee in accordance with Condition 55 (if applicable);
 - (d) a current copy of an ASIC Extract showing the current officeholders of the Nominated Transferee (if applicable); and
 - (e) a warranty by the nominee that FIRB Approval is required and has been obtained for its purchase of the Property from the Vendor, such warranty to be accompanied by a copy of the FIRB Approval (if applicable); or
 - (f) a warranty by the nominee that FIRB Approval is not required for its purchase of the Property from the Vendor and an indemnity in favour of the Vendor against all Claims and Loss which the Vendor may incur or may become liable for (including any consequential loss which the Vendor may incur or may become liable for) as a consequence of the Vendor having relied upon the Nominated Transferee's warranty (if applicable).
- 55.2 If the Purchaser nominates a substitute or additional transferee pursuant to this Condition 55, the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract.

Guarantee

56. Guarantee and Indemnity

- 56.1 Where the Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the Purchaser must simultaneously with the execution hereof obtain the execution of a Guarantee and Indemnity in the form shown at Annexure A hereto by the sole director, two directors or one director and a secretary of the Purchaser company as applicable.

- 56.2 The Purchaser must provide to the Vendor with the executed Guarantee, a current ASIC Extract showing the current status of the corporation together with the names and addresses of all officeholders.
- 56.3 Each indemnity in this Contract is separate and independent from the Purchaser's other obligations in this Contract and continues after Settlement or after this Contract ends.
- 56.4 The Vendor may recover under an indemnity before incurring expense.

Unregistered Plan of Subdivision

57. Definitions

- 57.1 For the purposes of Conditions 58 to the end of this contract following definitions apply:
- (a) **Builder** means a person who is registered as a builder under the BA.
 - (b) **Building** means building works:
 - (i) to be carried out on or within the Land; and
 - (ii) necessary to procure the issuing of an Occupancy Permit for the Land.
 - (c) **Certificate of Final Inspection** means a certificate of final inspection as defined in Section 38 of the BA issued in respect of the Works.
 - (d) **Claim** means any claim, notice, demand, action, proceeding, litigation, investigation or judgment, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
 - (e) **Cost** means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind, including legal and professional fees.
 - (f) **Defects** means any, omission or defect in the Works due to faulty materials or workmanship which affects the Property.
 - (g) **Defects Liability Period** means the period of shown in the Particulars of Sale.
 - (h) **Draft Plan** means proposed plan of subdivision PS [field] (a copy of which is included in the Vendor's Statement) and includes, where the context requires it, the Draft Plan as amended from time to time in the manner permitted by this Contract before registration at the Land Registry.
 - (i) **Duties Act** means the Duties Act 2000 (Vic).
 - (j) **Final Plan** means the final version of the Draft Plan which is registered at the Land Registry pursuant to Condition 58.2
 - (k) **MDBC** means a Major Domestic Building Contract as defined in the Domestic Building Contracts Act 1995 (Vic).
 - (l) **OC Act** means the Owners Corporations Act 2006 (Vic).
 - (m) **OC Regulations** means the Owners Corporations Regulations 2007 (Vic).
 - (n) **OC Rules** means the model rules set out in Schedule 2 of the OC Regulations or special rules as otherwise amended from time to time by the Owner's Corporation.
 - (o) **Occupancy Permit** means all Authorisations required by Law before the Property may be occupied.
 - (p) **Project** means the construction, development and subdivision of the buildings and improvements on the Site including the development of [residential apartments/serviced apartments/retail premises] and associated facilities/insert as applicable] as outlined in the Plans and Specifications.
 - (q) **Registration Period** means the period shown in the Particulars of Sale.
 - (r) **Works** means that part of the Project comprising works:
 - (i) to be carried out on or within the Land; and
 - (ii) necessary to procure the issuing of an Occupancy Permit for the Property.

58. Registration of Plan

- 58.1 The Purchaser acknowledges that the Property is a Lot on a draft plan of subdivision (Draft Plan) which has not been registered in accordance with the *Subdivision Act 1988* (Vic).
- 58.2 The Vendor must at its own Cost use all reasonable endeavours to procure the certification and registration of the Final Plan.
- 58.3 The Vendor must promptly notify the Purchaser in writing when the Final Plan has been registered.

59. Expiration of Registration Period

- 59.1 If the Final Plan has not been registered by the end of the Registration Period the parties may rescind this Contract at any time after the expiry of the Registration Period as follows:
- (a) the Purchaser may exercise their rights under Section 9AE of the SLA by written notice to the Vendor; and
 - (b) the Vendor, pursuant to Section 10B of the SLA, must obtain the written consent of the Purchaser to the rescission by giving at least 28 days' written notice of the proposed rescission setting out:
 - (i) the reason why the Vendor is proposing to rescind the contract; and
 - (ii) the reason for the delay in the registration of the plan of subdivision and/or the issuing of the occupancy permit; and
 - (iii) that the Purchaser is not obliged to consent to the proposed rescission.
 - (c) The Purchaser must not unreasonably withhold such consent and in the event reasonable Purchaser consent is not forthcoming the Vendor reserves their right to exercise their rights under Section 10E of the SLA.
 - (d) Upon rescission under Condition 66.5:
 - (i) the Deposit must be returned to the Purchaser:
 - (A) If the deposit has been invested, any interest earned as a result will be divided evenly between the parties. and
 - (B) neither party will have any further liability to the other under this Contract, but the rescission is without prejudice to any existing rights and liabilities of the parties under this Contract.

60. Amendments to Plan

If any amendment is made to the Draft Plan after the Day of Sale which restricts or limits the use of the Land, the Purchaser may avoid this Contract at any time before the Final Plan is registered unless the amendment results from any recommendation of a public authority or government department.

61. Rescission

61.1 The Vendor may rescind this Contract prior to the Registration Date if:

- (a) any requirement imposed in relation to registration of the Final Plan is, in the opinion of the Vendor, too onerous for the Vendor to perform; or
- (b) registration of the Final Plan is refused other than as a result of the act or omission of the Vendor.

62. Natural Surface Level

62.1 The Vendor discloses to the Purchaser works affecting the natural surface level of the Land or any land abutting the Land specified in Annexure B hereto as being the only works which, to the Vendor's knowledge, that have been carried out on the Land after the preparation of the Draft Plan and before the Day of Sale or are at the Day of Sale being carried out, or are proposed to be carried out, on the Land.

62.2 The Purchaser must not:

- (a) make any objection or Claim; or
- (b) ask the Vendor to incur any Cost,

because either the Final Plan is not registered within the Registration Period or the Final Plan is not registered and this Contract is terminated as a result.

63. Amendments to Plan

63.1 The Vendor reserves the right to:

- (a) consolidate any Lots shown on the Draft Plan to form one Lot prior to registration; and
- (b) make amendments to the Draft Plan necessary to secure its registration.

63.2 Subject to the provisions of Section 9AC and Section 9AH of the SLA, the Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to take any action or incur any Cost; or
- (c) rescind or determine this Contract,

because the Final Plan does not accord with the Draft Plan or because of any changes made by an Authority to the street numbering or sequencing of the lots on the Final Plan.

63.3 The restriction set out in this Condition applies to:

- (a) any minor variation or discrepancy between the number, size or location of any Lot or the common property as presently appearing on the Draft Plan and as appearing on the Final Plan and which is not greater than a [5%] variation or discrepancy in size, or a distance of [2] metres in location; or
- (b) any minor alteration made prior to registration of the Final Plan to the schedule of lot entitlement or the schedule of lot liability as presently shown on the Draft Plan which does not materially affect the Purchaser.

64. Vendor to Comply with Authority

64.1 The Purchaser acknowledges that to enable completion of the Works and registration of the Final Plan the Vendor may be required by an Authority after the Day of Sale to:

- (a) enter into agreements (including agreements under Section 173 of the Planning and Environment Act 1987 (Vic), leases or licences); or
- (b) create easements, enter into covenants or grant or create other rights and restrictions, which may burden and be recorded against the certificate of title to the Land.

64.2 Subject to the Purchaser's rights under the SLA, the Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to take any action or incur any Cost; or
- (c) delay Settlement, or rescind or terminate this Contract,

because of the creation of anything referred to in Condition 64.1(b).

65. Vendor Right of Entry

- 65.1 The rights of entry under Condition 6 and Condition 24.5 must be exercised at reasonable times and with the Vendor's prior approval.
- 65.2 The Purchaser acknowledges that some or all of the Lots contained in the Final Plan may be settled at or about the same time as Settlement of this Contract. To make sure that inspection appointments by all Purchasers of Lots in the Final Plan will be carried out in a safe and orderly manner, the Vendor has the right to:
- (a) set the time and date of the Purchaser's inspection of the Property;
 - (b) limit the time spent by the Purchaser in inspecting the Property; and
 - (c) limit the number of persons attending an inspection appointment.

66. The Building

- 66.1 A separate MDBC does not apply to this Contract.
- 66.2 The Building will be constructed pursuant to the plans and specifications forming Attachment 1.
- 66.3 The Vendor undertakes to make good all Defects within the Defects Liability Period.
- 66.4 The Vendor's obligations in relation to the Building (if any) contained in this Contract cease at the expiration of the Defects Liability Period.
- 66.5 If the Building is not at a stage where the Occupancy Permit will issue by the end of the Registration Period the parties may rescind this Contract at any time after the expiry of the Registration Period and/or before the Building is at a stage where the Occupancy Permit will issue as follows:
- (a) the Purchaser may exercise their rights under Section 9AE of the SLA by written notice to the Vendor; and
 - (b) the Vendor, pursuant to Section 10B of the SLA, must obtain the written consent of the Purchaser to the rescission by giving at least 28 days' written notice of the proposed rescission setting out:
 - (i) the reason why the Vendor is proposing to rescind the contract; and
 - (ii) the reason for the delay in the registration of the plan of subdivision and/or the issuing of the occupancy permit; and
 - (iii) that the Purchaser is not obliged to consent to the proposed rescission.
 - (c) The Purchaser must not unreasonably withhold such consent and in the event reasonable Purchaser consent is not forthcoming the Vendor reserves their right to exercise their rights under Section 10E of the SLA.
 - (d) Upon rescission under Condition 66.5:
 - (i) the Deposit must be returned to the Purchaser:
 - (A) If the deposit has been invested, any interest earned as a result will be divided evenly between the parties. and
 - (B) neither party will have any further liability to the other under this Contract, but the rescission is without prejudice to any existing rights and liabilities of the parties under this Contract.
- 66.6 In the event of rescission pursuant to Condition 66.5, the Purchaser will have no right or remedy against the Vendor in respect of any failure by the Vendor to commence or complete the Building.
- 66.7 The Vendor will make all reasonable endeavours to ensure that the Building is constructed pursuant to the specifications set out therein and attached at Annexure B hereto.
- 66.8 The Vendor may make minor variations to the Building, including substituting fixtures and fittings for others of a similar nature and quality, but must not make any variation which materially adversely affects the standard, layout or quality of the Building without the Purchaser's approval which must not be unreasonably withheld.
- 66.9 The Vendor shall upon registration of the said plan notify the Purchaser of such registration and that the residue of purchase moneys shall be payable within fourteen (14) days of such notification.
- 66.10 All rates, taxes, levies, insurance premiums and assessments (including State Land Tax calculated on a single holding basis) in respect of the lot hereby sold and payable by the Vendor shall be borne and paid by the Purchaser as from the date on which he becomes entitled to possession and the same shall, if necessary, be apportioned between the Vendor and the Purchaser and the rent (if any) shall be apportioned on the same day and the balance paid or received as the case may require. The Vendor hereby undertakes to pay any outgoings when they are due and payable and the Purchaser shall not make any deduction at Settlement on account of same.

- 66.11 Should the Purchaser fail to settle as required under this Contract and as a result Settlement is delayed past 31 December in any one year, then any Land Tax is assessed on a single holding basis in respect to the Property for that following year against the Vendor becomes the responsibility of the Purchaser and shall be paid in full by the Purchaser at Settlement.
- 66.12 A certificate by the Vendor's Representative in relation to:
- (a) the commencement, progress or completion of the Building, or
 - (b) any other issue in relation to the Building,
 - (c) is binding on the parties.
- 66.13 The Purchaser must not:
- (a) make any requisition, objection or Claim;
 - (b) ask the Vendor to take any action or incur any Cost;
 - (c) delay Settlement, or rescind or terminate this Contract; or,
 - (d) retain any part of the balance of the Price at Settlement;
- because of the Building or the Vendor's obligations in relation to the Building (if any) contained in this Contract.

67. Variations

- 67.1 Subject to any limitations specified in Condition 24, the Vendor may from time to time both before and after Settlement:
- (a) vary the number, size, position or usage mix of Lots within the Draft Plan or the Final Plan;
 - (b) alter the layout of the Site;
 - (c) apply for variations to existing Authorisations;
 - (d) apply for variations in the time by which the development and use under existing Authorisations must be commenced and completed; or
 - (e) apply for any other necessary Authorisations and the certification and registration of further plans of subdivision.
- 67.2 The Purchaser approves all applications by the Vendor relating to Authorisations pursuant to Condition 67.2.
- (a) The Purchaser must sign such forms of approval as the Vendor may from time to time reasonably require.
 - (b) The Purchaser appoints the Vendor as its attorney and agent for the purpose of signing and giving the Purchaser's approval in respect of the Authorisation applications referred to in Condition 67.2.
 - (c) Production of this Contract constitutes sufficient evidence of the Purchaser's approval and appointment of attorney pursuant to this Condition.
- 67.3 The Purchaser acknowledges that the members of the Owners Corporation may include the owners of other Lots created within the Subsequent Stages.
- 67.4 The Purchaser must not:
- (a) make any requisition, objection or Claim;
 - (b) ask the Vendor to take any action or incur any Cost;
 - (c) instigate, join in or fund any legal action; or
 - (d) delay Settlement, or rescind or terminate this Contract,
- because of any matters referred to in this Condition 67.

68. Owners Corporations

- 68.1 Owners Corporations
- (a) The Purchaser admits that the Property is sold subject to the provisions of the Subdivision Act, the OC Act and in particular:
 - (i) the lot entitlement and lot liability and all other information set out in the Final Plan;
 - (ii) the provisions of the OC Regulations;
 - (iii) the easements (expressed and implied) affecting the Land by virtue of the Subdivision Act or the Transfer of Land Act 1958 (Vic); and
 - (iv) the OC Rules.

- 68.2 Fees set pursuant to Section 23 of the OC Act for recovery of general administration, maintenance, insurance, rates and taxes and other recurrent obligations of the Owners Corporation must be adjusted between the Vendor and Purchaser at Settlement in accordance with Conditions 35 and 36 3.
- 68.3 On the registration of the Final Plan, the Vendor:
- (a) may procure the Owners Corporation to appoint a managing agent nominated by the Vendor to be registered in accordance with Part 12 of the OC Act for the Owners Corporation; and
 - (b) may enter into any contract with one or more Providers for the provision of any Services for the Owners Corporation and if applicable set any levies for the recovery of such services; and
 - (c) must procure the Owners Corporation to make rules in the form, or to the effect, of the OC Rules; and
 - (d) must effect insurance in accordance with the OC Act as if the Vendor were the Owners Corporation until:
 - (i) if the Owners Corporation meets within 6 months after registration of the Final Plan, the end of one month after its first meeting; and
 - (ii) in any other case, the end of 6 months after registration of the Final Plan.
 - (e) The Purchaser must not:
 - (i) vote or exercise any right, power or privilege granted or accruing to the Purchaser as a member of the Owners Corporation in any way which is:
 - (A) contrary to any term or Condition of this Contract; or
 - (B) prejudicial to the Vendor's activities referred to in Condition 68.3(g) or is otherwise prejudicial (as determined by the Vendor) to the interests of the Vendor;
 - (ii) amend, add to or repeal (or permit the Owners Corporation to amend, add to or repeal) any of the schedules to the Final Plan or the OC Rules; and
 - (iii) lease, licence, dispose of or grant any right over common property (or cast any vote or otherwise permit the Owners Corporation to do such things).
 - (f) The Purchaser undertakes and agrees that it will be a Condition or term of any sale, disposal or transfer of the Property by the Purchaser, that any Purchaser, transferee and their successors in title will be bound by and must comply with the obligations set out in this Condition 68.3(d) and Condition 68.3(g) in favour of the Vendor.
 - (g) This Condition 68.3 continues to have effect and bind the Purchaser after the Settlement Date, unless expressly waived in writing by the Vendor and lapses 12 months after the date on which the Vendor is registered as proprietor of less than [10%] (by number) of Lots on the Final Plan.
 - (h) Despite anything else contained in this Contract, so long as the Vendor is a member of the Owners Corporation or occupier or owner of a Lot then the OC Rules will not in any way apply to or be enforced against the Vendor where to do so would prevent, hinder, obstruct or in any way interfere with the completion of the Project.
 - (i) The Purchaser covenants with the Vendor that:
 - (i) it will not prevent, limit or restrict the Vendor from (or vote at any meeting of the Owners Corporation to prevent, limit or restrict the Vendor from):
 - (A) erecting any barriers, fences, hoardings and signs which the Vendor deems necessary to complete the Project;
 - (B) taking exclusive and sole possession of any parts of the common property which the Vendor may need to have exclusive and sole possession of in order to carry out and complete the Project;
 - (C) erecting "for sale", promotional, advertising or other signs which the Vendor may require on any part of the common property;
 - (D) using all rights of way and all points of egress and ingress to the Site which the Vendor deems necessary to carry out and complete the Project and to block, for whatever periods as the Vendor at its sole discretion determines, all points of egress and ingress to the Site in order to carry out and complete the Project; and
 - (E) making any application to an Authority for any Authorisation for the development of the Site; and
 - (ii) this Condition 68.3(h) is solely for the benefit of the Vendor and can be relied on by the Vendor despite any conflict with the OC Rules.
 - (j) The Purchaser must not:
 - (i) make any requisition, objection or Claim;

- (ii) delay Settlement or rescind or terminate this Contract, because of anything relating to or arising from this Condition 68.3.

69. Staged Subdivision ~~[delete if not applicable]~~

~~69.1 The Purchaser acknowledges that:~~

- ~~(a) the Vendor proposes to subdivide the Site in stages;~~
- ~~(b) the Vendor may not have completed the Project prior to satisfying the Conditions to enable Settlement to occur pursuant to this Contract;~~
- ~~(c) works may be undertaken on the Subsequent Stages after Settlement which may affect the Land or any resident of the Land; and~~
- ~~(d) the other Lots or the Subsequent Stages may not be developed in accordance with the Plans and Specifications due to market, regulatory or other reasons.~~

Annexure A - Guarantee

Property: Lot ~~X~~ on Proposed Plan of Subdivision No. PS 910180W/23 Belair Avenue, Glenroy

Date of Sale: _____

Vendor: G & Z Kapiteli Property Investments Pty Limited ACN 628 443 694 of 19A Kashmira Street, Bentleigh East, VIC 3165

Purchaser: _____ **ABN:** _____
ACN: _____

First Guarantor: _____ **Position:** Director
(Full Name) Secretary

Address: _____

Second Guarantor: _____ **Position:** Director
(Full Name) Secretary

Address: _____

(hereinafter collectively referred to as 'the Guarantors')

Dated: _____

1. In consideration of the Vendor contracting with the Corporate Purchaser the Guarantors, as is evidenced by the Guarantors execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under the contract and indemnify the Vendor against any Cost or Loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this Contract for whatever reason.
2. As the Purchaser remains liable under Condition 56 of the Contract of Sale, the Guarantors acknowledge and agree that this Guarantee will continue in full force and effect despite the entering into of a similar Guarantee by the guarantors for the Nominated Transferee.
3. The Vendor may seek to recover any Loss from the Guarantors before seeking recovery from:
 - a. the Purchaser and any Settlement or compromise with the Purchaser will not release the Guarantors from the obligation to pay any balance that may be owing to the Vendor; and/or
 - b. the Guarantors of the Nominated Transferee (if applicable).
4. This guarantee is binding on the Guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this Contract by the Vendor.

SIGNED by the First Guarantor _____)
 in the presence of: _____)

 Signature

 Signature of Witness

 Print Name of Witness

SIGNED by the Second Guarantor _____)
 in the presence of: _____)

 Signature

 Signature of Witness

 Print Name of Witness

Annexure B – Plans and Specifications

IPEMBROOK HOMES



PROJECT SPECIFICATION

Project Address: 23 Belair Ave, Glenroy, VIC, 3046

Client: G&Z Kapiteli Property Investments Pty Ltd

Postal Address: 19A Kashmir St, Bentleigh East, VIC, 3165

These specifications form part of the Building Contract. The owner shall, therefore, ensure that that they are fully and accurately completed to suit the design including any special requirements and that all copies agree in every respect.

Builder: Develpro Constructions

Phone: 0414 848 466

Address: 6 Cain Avenue, Keilor East Victoria 3033

These project specifications, in conjunction with the drawings form part of the Building Contract dated:

14 day of June 2022

Owner/s: Zaneta Kapiteli

Builder: Stephen Borg

Witness: Gabirjel Kapiteli

Witness: Gabirjel Kapiteli

Date: 14 / 06 / 2022

Date: 14 / 06 / 2022

1 PRELIMINARY

1.1 These are the specifications to be used in the construction of a building as shown on dimensioned in the accompanying drawings.

1.2 These specifications specify finishes and/or materials to be used in the construction of a building, both parties must initial amendments

1.3 All works shall comply with the Building Regulations, as legislated for and adopted by the State Government, inclusive of any code or other document that is adopted by or specified in the Building Regulations, and any other regulation provided, or administered by a State or local authority having jurisdiction over the building works.

Where in addition to the works referred to in the drawings and specifications any authority having jurisdiction over works requires additional work to enable the issue of a building approval/permit, or directs that additional work be performed, that work, shall be at the owner's expense, in accordance with the conditions of contract.

1.4 **These specifications** shall be taken as being generally applicable to the drawings and other documents forming part of the building agreement or contract

1.5 **Notices.** The builder shall give and receive all notices, except fencing notices.

1.6 **Plant and Labour.** In accordance with the contract the builder shall supply materials tools, scaffolding, plant, and do or have done works in all trades necessary to carry out the work indicated on the drawings and in these specifications

1.7 **Materials.** Unless otherwise specified, agreed to by the owner and approved of by the builder and Local Authority, materials used in the works shall be new, of good quality and in conformity with the drawings and these specifications. Defective materials shall, as soon as practical, be removed from the site.

1.8 **Allotment Identification.** The builder shall display on site, a conspicuous notice indicating the lot, street or identification number of the property and the name of builder.

1.9 **Temporary Water and single-phase Electric Power Supply.** Where the services are available for connection adjacent to the allotment, and unless otherwise specified, the builder shall arrange for water and electricity necessary for the carrying out of the building works, and shall pay all charges / costs associated with the connection and supply thereof. **Where the services are not available, and unless otherwise specified, the owner shall arrange and pay for alternative services (e.g.: generator), which are acceptable to the builder.**

1.10 **Allotment Verification.** The owner shall be responsible for the accuracy and clear delineation of all the allotment boundaries. In addition, the owner shall supply the builder with a current copy of the title of the allotment and if requested by the builder the owner shall further provide a survey plan showing the correct boundaries

Initials (Client) Zaneta Kapiteli

Initials (Builder) W

of the allotment and its location that can be established from a fixed reference point.

Unless otherwise shown on the drawings, the owner shall be responsible for establishing the point from which the builder will set out the building and this set out will be carried out by the builder using the details set out on the site plan.

1.11 **Access to the site.** Unless otherwise agreed, the owner will be responsible for providing an all-weather access to the building site to enable the delivery of all equipment, materials, and goods necessary for the works.

1.12 **Final completion.** Where such work is within the scope of the contract, the builder will remove all builders equipment and debris from the site, check satisfactory operation of all equipment doors, windows, locks, remove paint spots, clean windows, sweep floors, clean all plumbing fixtures, clean cupboards, clear gutters and downpipes, and leave the building and the site in a clean and tidy condition. The builder will obtain and give to the owner all necessary certificates of final approval from the various authorities.

1.13 **Purchasers Variations.** Requests for any changes/variations to the specification by the purchaser are to be made in writing and will incur a **minimum** \$500 administration fee payable by the purchaser. Any variations will be considered on their merit may be authorised at the discretion of the builder.

CLIENTS PLEASE NOTE THE FOLLOWING IMPORTANT INFORMATION

The building will be constructed as per the Building Contract, Specifications and Working Drawings. Please ensure you have read these documents carefully and agree with what has been included.

As per Occupational Health & Safety Regulations 2007, owners are NOT permitted to enter the construction site unless they are accompanied by an authorised representative of the Builder.

I/We Zaneta Kapiteli acknowledge and agree that these specifications take precedence over any past conversations and quotes previously supplied or discussed. I/We understand that we must not enter the building site unless they are accompanied by an authorised representative of the Builder.

Signed: Zaneta Kapiteli Dated: 14/06/2022

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Initials (Builder) JK

Planning & External Works

	Y	N
Demolition of existing house and clearing of site by registered demolisher including demolition permit		X
Planning Permit		X
Building permit fees <i>Note: Only the fee payable for the application of a building permit to the building surveyor will be payable by Pembroke Homes. Any additional consultant fees will be payable by the client for example, structural amendments, footing probe, fire engineers report etc.</i>	X	
Builders indemnity insurance	X	
Contract works and public liability insurance	X	
Council contribution fees/bonds <i>Note: Applications will be arranged by Pembroke Homes, but all associated costs are payable by the Owner</i>		X
PIC charges <i>Note: Applications will be arranged by Pembroke Homes, but all associated costs are payable by the Owner</i>		X
Additional/alteration of new sewer branch if required		X
Stormwater drains in accordance with council approved civil design	X	
Drainage beyond property boundary as per stamped civil engineering design including reinstatement of any damaged concrete and traffic management requirements	X	
Temporary power, fencing and toilet provided by builder	X	
Excavation/site cut (if any) – Allowance: Nil <i>Note: When the cost of soil removal is greater than the allowance above the balance is payable by the owner</i>	X	
Internal fencing	X	
Retaining walls		X
Perimeter fencing		X
Rock removal		X
Electrical connection application from underground pit external to property boundary to meter box and switchboard (single phase) <i>Note: Connection fees as well as any charge for the installation of an electricity pit will be charged to the Owner</i>	X	
Water Tapping including installation of meters <i>Note: Water tapping requirements to be confirmed by water authority. Please also refer to Note 1</i>	X	
Underground telephone conduit with draw string installed from the property boundary to external point of each unit <i>Note: Underground conduit provided will also be suitable for NBN lead in. Telephone line connection after handover including all consumer account opening fees to be paid by client. Please also refer to Note 1</i>	X	
NBN contribution and connection fees		X
Sewer drains and connections to point nominated by relevant authority within the property boundary <i>Note: Please also refer to Note 1</i>	X	
Gas connection based on high pressure gas being available including meters. <i>Note: Connection fees if any payable by the client</i>	X	

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Initials (Builder) JK

Termite pest control if required by council property information	x	
OH&S Compliance and relevant signage	x	
Note 1: Should service authorities require fees for upgrades or extensions, these costs are to be paid by the client		x
Note 2: A "No Go Zone" permit is required if the site is in close proximity to power lines. If the acting authority deems power shutdowns, line protection or additional forms of compliance are required, the fees associated in doing so are to be paid by the client. Pembrook Homes are unable to determine the costs at the time of quoting, they can only be determined once onsite		x
Note (Tree Protection Zone) 3: Standard construction techniques have been allowed for, in particular opening trenches for slabs and providing services to each townhouse. No allowance has been made for an arborist to attend site prior to or during construction. Should an arborist be required to attend site to ensure works within tree protection zones are carried out in line with the planning permit then costs shall be incurred by the client		x

Foundations & Concreting

Slab on ground: As per soil test and engineers design up to P Class – Allowance \$65,000	x	
Note: Should a situation arise where excess concrete over and above the allowance is required, Pembrook Homes will contact the owner prior to the placement of concrete, and this will be charged at \$300 per cubic meter	x	
Note: Should any revisions to engineering and subsequently to the building permit be required as a result of improving the design and structural integrity, such costs will be paid by the client		x

Frame Construction

Conventional stick build or prefabricated wall framing	x	
Prefabricated floor and roof trusses	x	
Compliance with AS 1684-Residential timber framed construction	x	
Compliance with endorsed town planning & working drawings	x	
Compliance with endorsed engineering design/plans	x	

Windows

Aluminium framed windows in accordance with plans and elevations. <i>Note: Windows and doors will be nearest standard size to the nominated sizes on the architectural plans.</i> Colour: Refer to colour schedule Glass: Refer to plans & energy report	x	
Obscure glass: As indicated on plan	x	
Flyscreens & security doors		x

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Initials (Builder) 

External Cladding

Face brickwork \$1,150 per 1,000 allowance	x	
25mm Boral shaftliner system to partiwall	x	
75mm thick rendered polystyrene/hebel to areas as nominated on elevations	x	
75mm thick rendered polystyrene/hebel with grooves to areas as nominated on elevations		x
Stria cladding, with painted finish to areas as nominated on town planning approved elevations	x	
Matrix cladding, with painted finish to areas as nominated on town planning approved elevations		x
Axon cladding with painted finish to areas as nominated on town planning approved elevations		x
Colourbond metal cladding to comply with town planning requirements as nominated on elevations		x
Porch/Veranda/Eave Lining: Flush jointed cement sheet lining	x	

Roof Cover

Concrete roof tiles: Boral tudor profile or similar Colour: Refer to colour schedule		x
Corrugated, colorbond sheet metal roofing Colour: Refer to colour schedule	x	
Kliplock roofing to all flat roof construction (where required) Colour: Refer to colour schedule	x	
Single sided reflective foil to underside of metal roofing or as required by energy rating report	x	
Metal fascia, downpipes, quad gutters, rain heads and box gutters Downpipes: 100x50mm rectangular, colorbond Charged downpipes: 90mm diameter round PVC (where required)	x	

External Doors

Front Door: Primed solid front door with painted finish as per plan	x	
Front Door: Stained timber solid front door to all units as per plan		x
External Garage Door: Solid core flush panel door to rear of garage Door furniture: Gainsborough governor keyed alike to front door	x	
Door stops: White cushion	x	

Infills

Brickwork over windows	x	
Garage infill brickwork	x	

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Initials (Builder) H

Balconies

Waterproof balconies as per AS3740		x
Floor tiling (Refer to tiling specifications for allowance)		x
Glass balustrading to balconies as per town planning requirements		x
Rendered walls as per town planning requirements		x
Powdered coated fixed louvre screens as per town planning requirements		x

Insulation

Wall and ceiling insulation as per energy rating report	x	
Acoustic glass wool insulation to Boral Firewall Shaft liner system	x	
Sisalation foil to exterior walls	x	
Weather seals to external doors	x	
Caulking to all external expansion joints including wet areas internally	x	

Plaster

10mm unispun plasterboard to ceiling of each unit (fixed directly to underside of trusses/joists)	x	
10mm RE plasterboard to walls of each unit (excluding wet areas)	x	
10mm aquacheck plasterboard to wet areas	x	
Steel battens to ceiling (only where required)	x	
Square set ceiling line throughout each unit	x	
75mm scotia cornice to garage of each unit		x

Fixing Material

Builders range black internal door handles	x	
Quick-slide flush panel sliding doors (2040mm H) to all built in robes	x	
Quick-slide black mirror doors (2040mm H) to all built in robes		x
2040mm high, flush panel, hinged and cavity sliding doors to ground floor and first floor of each unit	x	
67x18mm square dressed (primed MDF) architraves	x	
67x18mm square dressed (primed MDF) skirting boards	x	
Vic Ash staircase with satin finish	x	
Vic Ash handrail with square profile	x	
Plaster lined dwarf walls to first floor voids where required. Timber batten feature rail to open staircase where required	x	
Upgrade: glass balustrade		x
Tasmanian oak timber flooring throughout excluding bedrooms and wet areas of each unit – Allowance \$80 p/sqm including installation		x
WPC/SPC Engineered flooring throughout excluding bedrooms and wet areas of each unit – Allowance \$50 p/sqm	x	

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Shelving

Robes: single fixed white melamine shelf with chrome hanging rail to all built in robes	x	
Linen: 4 fixed melamine shelves to linen	x	
Pantry: 4 fixed melamine shelves	x	

Water Proofing

Waterproof shower enclosures to bathroom and ensuite	x	
Seal floor & wall junctions to bathroom and ensuite	x	
Waterproof all wet areas including floor & walls as per AS3740	x	

Wall & Floor Tiling

Wall tiling standard, 500mm to bath, 1800mm to shower, 300mm to vanity including 100mm skirting tiles		x
Wall tiling upgrade: floor to ceiling in bathrooms and ensuites	x	
Floor tiling only to laundry and powder rooms of each unit including 100mm high skirting tiles	x	
Wall tiling 300mm to laundry splashback	x	
300mm high skirting tiles in garages where the internal walls are plastered	x	
Front porch/external tiling (if required)	x	
Note: Allowance for supply of tiles is \$25 per m2	x	

Painting

2 coat paint system as per Pembroke Homes standard painting specifications	x	
Ceiling: Wattyl, flat ceiling white	x	
Walls: Wattyl, chalk dust	x	
Skirtings, Architraves & Internal Doors: Wattyl, chalk dust matt finish	x	

Bathroom/Laundry

Laminate vanities as per internal elevations with 20mm thick 'Ambassador Stone' (from builders range) to bathroom, ensuite, and laundry cabinetry. - Laundry cabinetry to include overhead cupboards - Wall hung vanities (where applicable)	x	
Black handles to below bench, 25mm overhang to overheads	x	
Upgrade: Powder coated J scoop handles to below bench, 25mm overhang to overheads		x
Ceramic bench mounted basins as per builders range	x	
Black mixer, basin mounted as per builders range	x	
Semi-frameless black pivot shower screens to all shower enclosures of each unit	x	
Black hand shower with rail to shower as per builders range	x	
Fibreglass shower bases with round waste outlets to all shower enclosures of each unit		x
Upgrade: Tiled hob shower base with square chrome waste	x	
Upgrade: Inline tiled shower base with square chrome waste	x	

Initials (Client) Zaneta Kapiteli

Initials (Builder) JK

Upgrade: Tiled shower niche (wall to wall where possible)	x	
Polished edge frameless mirrors over vanity units	x	
Builders range standard toilets suites	x	
White acrylic drop in bath with tiled hob		x
Upgrade: White acrylic freestanding bath	x	
Black wall mounted spout and mixer to bath	x	
Accessories fitted to bathroom, laundry, and toilet Note: 600mm towel rails to bathrooms and ensuites. Towel rails may need to be reduced in length due to space constraints	x	
Stainless steel laundry trough	x	
Black mixer bench mounted as per builders range	x	

Kitchen

Laminate base and overhead cupboards as per internal elevations with 20mm thick 'Ambassador Stone' or similar (from builders range). - Overhead cabinets to ceiling without bulkhead - Waterfalls (where applicable)	x	
Tiled splashback 600mm above bench	x	
Black handles to below bench, 25mm overhang to overhead joinery	x	
Upgrade: Powder coated J scoop handles to below bench, 25mm overhang to overheads		x
Easy clean cutlery trays fitted to draws	x	
Under-mount stainless steel double bowl kitchen sink	x	
Black kitchen mixer bench mounted	x	
600mm stainless steel under bench electric oven (Di Lusso) or similar		x
600mm stainless steel gas hot plate/cook top (Di Lusso) or similar		x
600mm stainless steel slide out rangehood (Di Lusso) or similar		x
900mm stainless steel under bench electric oven (Di Lusso) or similar	x	
900mm stainless steel gas hot plate/cook top (Di Lusso) or similar	x	
900mm stainless steel slide out rangehood (Di Lusso) or similar	x	
600mm stainless steel dishwasher (Di Lusso) or similar	x	
900mm fridge provision	x	

Garage Door

Standard colorbond panel lift garage door including motor with 2 remotes	x	
Upgrade: Timber look colorbond panel lift garage door including motor with 2 remotes		x

Initials (Client) Zaneta Kapiteli

Initials (Builder) JK

Electrical

LED downlights (white) throughout all units	x	
1 x builders range wall light/s to rear of each unit	x	
Ceiling exhaust to each unit (where required)	x	
Builders range white double internal power points as per plan or where required	x	
Builders range white switches as per plan or where required	x	
1 x builders range external power point to each unit or where required	x	
2 x data points to each unit	x	
2 x TV points including antenna fitted to each unit	x	
Hardwired smoke alarms in accordance with BCA requirements	x	

Heating & Cooling

1 x Builders range inverter split system to living area and each bedroom of all units	x	
Note: The size and capacity of each heating/cooling unit will be determined by the installer prior to installation by calculating the volume of each room. Should an alternative system be required, any changes or cost implications will be discussed on site with the client		x

Carpet

Carpet on standard underlay to first floor, bedrooms, and robes (excluding wet areas) of each unit – Allowance \$110 p/blm inclusive of supply and labour	x	
---	---	--

Concrete Paving

Coloured concrete paving to driveway as per plan	x	
Upgrade: Aggregate concrete paving to driveway as per plan		x
New vehicle crossing(s) including associated permits	x	
Reinstate/resize existing crossover where required	x	
Remove existing crossover where required	x	
Reinstate footpath bays if damaged where required	x	

Hot Water

Solar hot water panel heating and gas boosted storage tank fitted in accordance with 6-star energy rating requirements		x
Rainwater tank provided to each unit connected to toilet cisterns in lieu of solar heating system. Size of tanks to comply with the civil design as endorsed by the responsible authority	x	
Builders range continuous flow gas hot water system to each unit	x	

Initials (Client) Zaneta Kapiteli

Initials (Builder) 

Miscellaneous Items

Window Furnishing: Single roller binds	x	
Landscaping: Hard and soft landscaping including concrete pavers as per town planning requirements	x	
Fold down clothesline to each unit	x	
Timber decking to rear courtyard as per endorsed landscape design	x	
Detailed cleaning inside and outside prior to handover	x	
Garden sheds where required to conform with town planning requirements	x	
Freestanding letterbox to each unit	x	
Garden taps at front and rear	x	
Window shrouds/privacy screens as per town planning requirement	x	
Front fence as per endorsed town planning design		x

Signed Client:

Zaneta Kapiteli

Signed Client:

.....

Signed Builder:



Date:

14/06/2022

Initials (Client) *Zaneta Kapiteli*

Initials (Builder) *JK*

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	Lot on Proposed Plan of Subdivision No. PS 910180W / 23 Belair Avenue, Glenroy 3046	
Vendor's name	G & Z Kapiteli Property Investments Pty Limited ACN 628 443 694	Date / /
Vendor's signature	Director/Secretary	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

- a) Are contained in the attached certificate/s
- b) There are NO amounts for which the purchaser may be liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amount described in this rectangular box.

Nil, save for the usual adjustments at settlement and owner's corporation fees not yet struck. Supplementary rates may also apply

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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents (if any)

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

Nil to the Vendor's knowledge

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specific information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Are as follows:

The required Building Permit will be applied for by the Vendor and provided to the Purchaser prior to settlement.

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 The owners corporation is an inactive owners corporation.

The purchaser acknowledges that an Owners Corporation will be established on or after registration of the plan of subdivision and the purchaser will become a member of the Owners Corporation. The Vendor refers the Purchaser to the Plan of Subdivision.

The annual Owners Corporation fees and levies payable by the Purchaser as a consequence of the purchase of the property will not be known until the relevant Owners Corporation comes into existence.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

9.2 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.

(a) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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)

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

Page 1 of 1

VOLUME 08101 FOLIO 408

Security no : 124098406195X
Produced 17/06/2022 09:01 PM

LAND DESCRIPTION

Lot 20 on Plan of Subdivision 026642.
PARENT TITLE Volume 04519 Folio 752
Created by instrument A098874 16/01/1956

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
G & Z KAPITELI PROPERTY INVESTMENTS PTY LTD of 19A KASHMIRA STREET BENTLEIGH
EAST VIC 3165
AV036290H 19/11/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV036291F 19/11/2021
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE LP026642 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: 23 BELAIR AVENUE GLENROY VIC 3046

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 19/11/2021

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	LP026642
Number of Pages (excluding this cover sheet)	2
Document Assembled	17/06/2022 21:05

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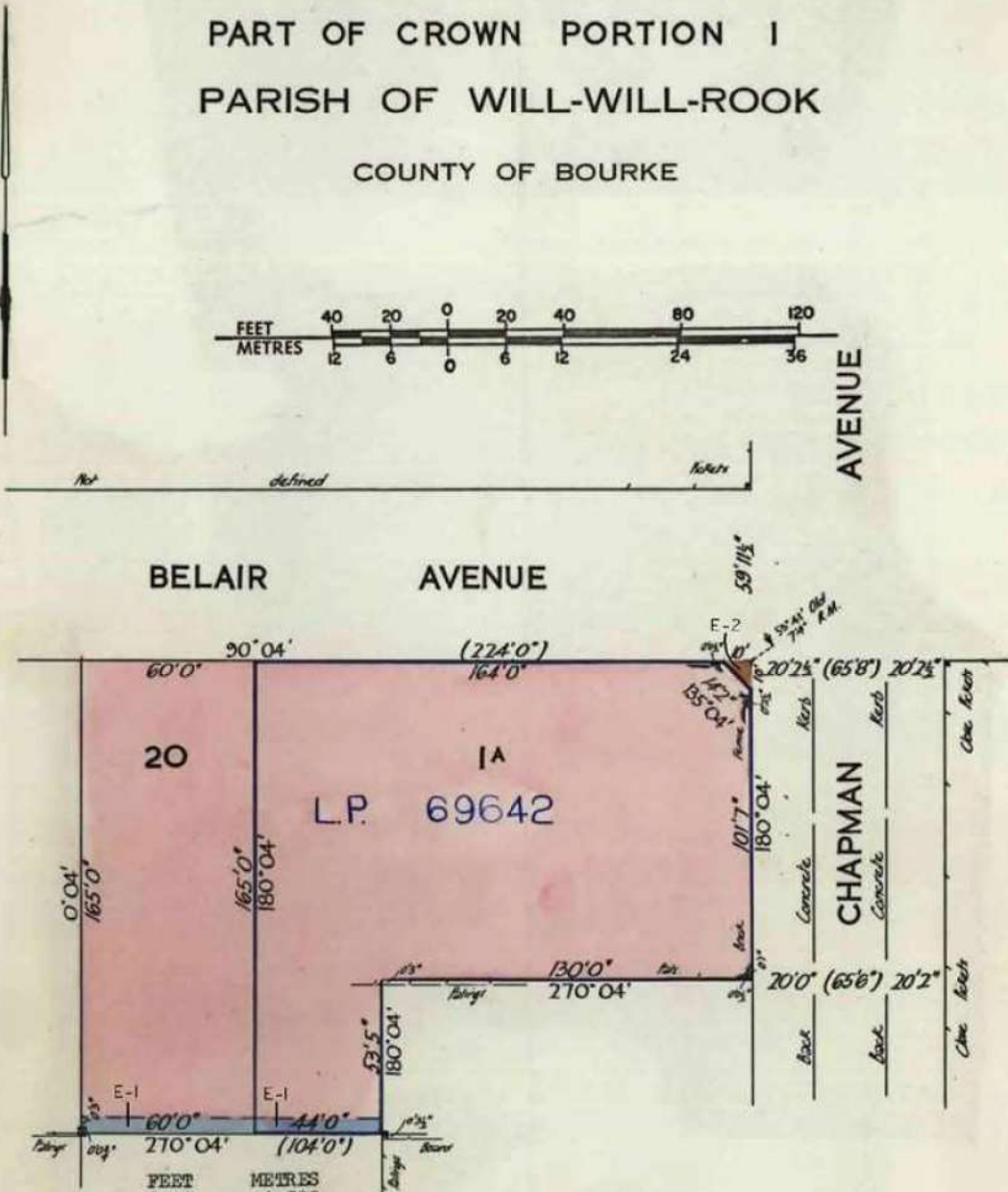
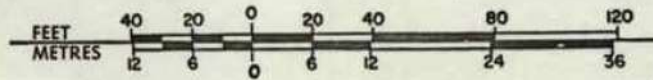
26642



SCLP026642-1-1

LP 26642
EDITION I

PLAN OF SUBDIVISION
PART OF CROWN PORTION I
PARISH OF WILL-WILL-ROOK
COUNTY OF BOURKE



FEET	METRES
6.00	1.829
10.00	3.048
14.17	4.319
44.00	13.411
53.42	16.282
60.00	18.288
101.58	30.962
104.00	31.699
130.00	39.624
164.00	49.987
165.00	50.292
224.00	68.275

Note: Land coloured blue is Drainage and Sewerage Easement 6 feet wide.

COLOUR CODE
E-1= BLUE
E-2= BROWN

FOR APPROPRIATIONS, ETC.
SEE BACK HEREOF

26642

SUBDIVISIONAL
CERTIFICATE OF TITLE V 4519 F 752

FOR TITLE REFERENCES TO LOTS
SEE PARCELS INDEX

LODGED BY MADDEN BUTLER & CO ✓
DEALING No. 5312356 ✓ DATE 26/11/52 ✓
DECLARED BY R B SMITH ✓
ON 12/9/52 ✓
COUNCIL SHIRE OF BROADMEADOWS ✓

DATE OF CONSENT 20/10/52 ✓
PLAN MAY BE LODGED 29/10/53 ✓
PLAN APPROVED. DATE / / TIME a.m.
p.m

LAND HEREON IS SUBJECT
TO A PLANNING SCHEME
SEE MISC. PLAN No. 520 ✓


THE LAND COLOURED BLUE
APPROPRIATED OR SET APART
FOR EASEMENTS OF DRAINAGE & SEWERAGE ✓

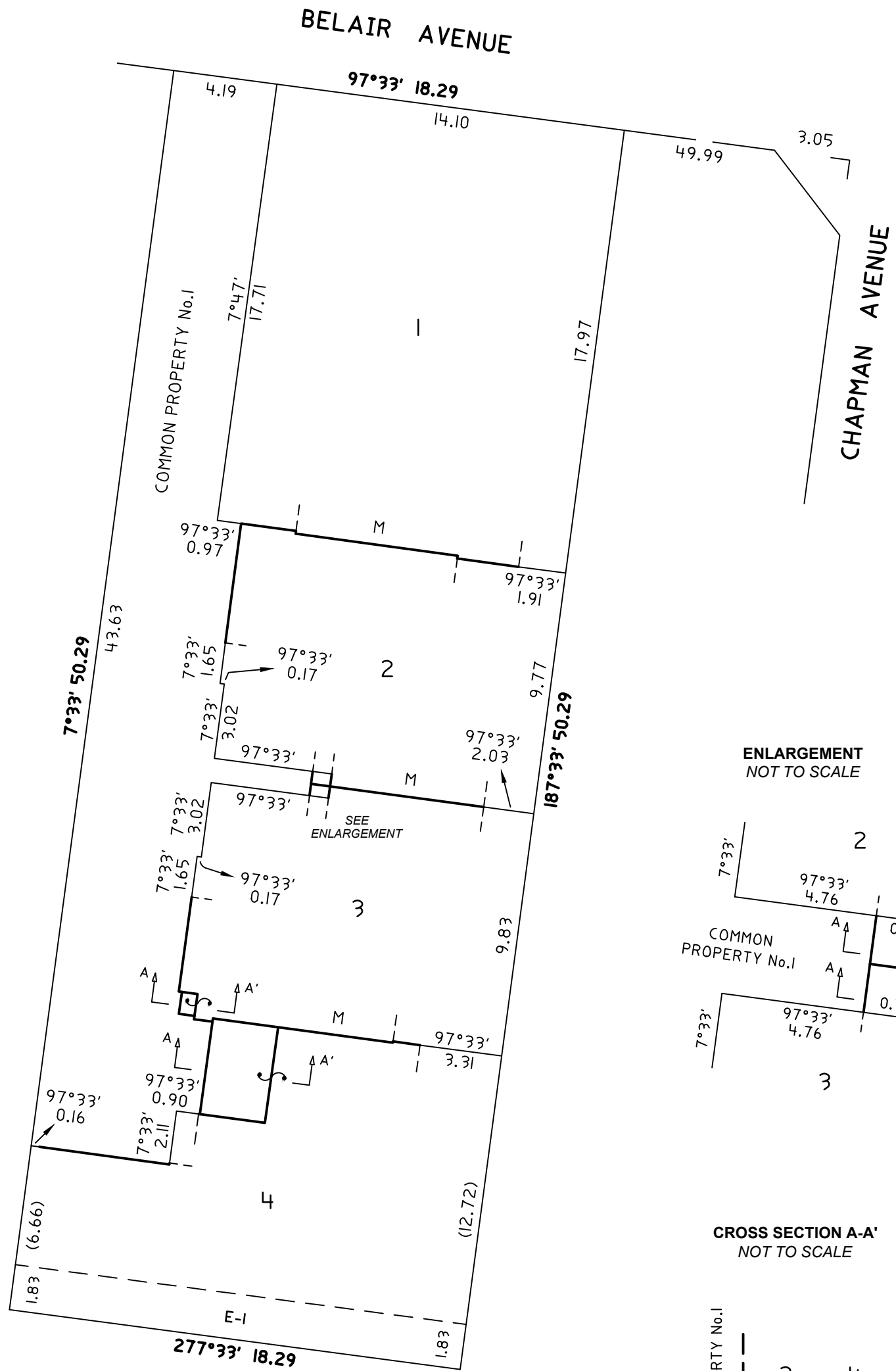
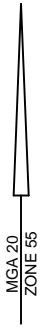
THE LAND COLOURED BROWN
APPROPRIATED OR SET APART
FOR EASEMENTS OF WAY & DRAINAGE ✓

THIS IS THE BACK OF LP 26642

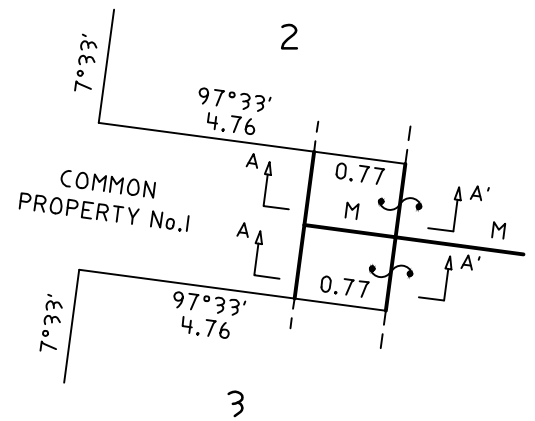
PHOTOGRAPHED AT CENTRAL PLAN OFFICE

SIZE DATE
COLOURED corrie CHECKED [Signature]
POSTED corrie CHECKED [Signature]

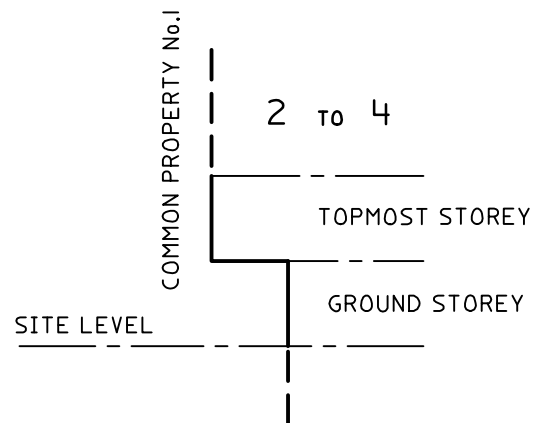
PLAN OF SUBDIVISION			EDITION 1	PS 910180W
LOCATION OF LAND PARISH : Will-Will-Rook SECTION : - CROWN ALLOTMENT : - CROWN PORTION : 1 (Part) TITLE REFERENCE : Vol. 8101 Fol. 408 LAST PLAN REFERENCE : LP26642 Lot 20 POSTAL ADDRESS : 23 Belair Avenue (At time of subdivision) Glenroy. 3046 MGA20 CO-ORDINATES (of approx centre of land in plan) E 315835 ZONE:55 N 5824935 GDA 20			Council Name: Merri-Bek City Council SPEAR Reference Number: S198758J	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS Median: Boundaries marked M Exterior Face : All other boundaries Common Property No.1 is all the land in the plan except for lots 1 to 4 inclusive. Lot 1 is unlimited in both height and depth.	
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY			<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</p> <p>FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p> </div>	
SURVEY: THIS PLAN IS BASED ON SURVEY. STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT NO. SP/2022/169 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK 244 IN PROCLAIMED SURVEY AREA NO. -				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
IMPLIED RIGHTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage & Sewerage	1.83	LP26642	All lots on LP26642
E-1	Drainage	1.83	This plan	Merri-Bek City Council
 Licensed Land Surveyors Development Consultants Town Planners Tel 9370 9925 Fax 9372 8796 PO Box 148 Ascot Vale Vic 3032 info@anthonyfordsurveying.com.au www.anthonyfordsurveying.com.au		SURVEYORS REF: 5507 Digitally signed by: Anthony Ian Ford, Licensed Surveyor, Surveyor's Plan Version (02), 02/08/2023, SPEAR Ref: S198758J		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2



ENLARGEMENT
NOT TO SCALE



CROSS SECTION A-A'
NOT TO SCALE



OWNERS CORPORATION SCHEDULE

PS910180W

Owners Corporation No. 1

Plan No. PS910180W

Land affected by Owners Corporation: All of the lots in the table below

Common Property No.: 1

Limitations of Owners Corporation: Unlimited

Notations

Totals		
	Entitlement	Liability
This schedule	100	100
Balance of existing OC	0	0
Overall Total	100	100

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	26	25									
2	24	25									
3	24	25									
4	26	25									

Anthony Ford & Associates
PO Box 148 Ascot Vale VIC 3032

Surveyors file reference: 5507

SHEET 1

ORIGINAL SHEET
SIZE: A3

Digitally signed by: Anthony Ian Ford, Licensed Surveyor,
Surveyor's Plan Version (02),
02/08/2023, SPEAR Ref: S198758J

OWNERS CORPORATION SCHEDULE

PS910180W

Owners Corporation No. 2

Plan No. PS910180W

Land affected by Owners Corporation: All of the lots in the table below

Common Property No.: 1

Limitations of Owners Corporation: Limited to Common Property

Notations

Limited to Common Property No.1.
Folio of the Register for Common Property No. 1 is in the name of Owners Corporation No. 1

Totals		
	Entitlement	Liability
This schedule	30	30
Balance of existing OC	0	0
Overall Total	30	30

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
2	10	10									
3	10	10									
4	10	10									

Anthony Ford & Associates
PO Box 148 Ascot Vale VIC 3032

Surveyors file reference: 5507

SHEET 2

ORIGINAL SHEET
SIZE: A3

Digitally signed by: Anthony Ian Ford, Licensed Surveyor,
Surveyor's Plan Version (02),
02/08/2023, SPEAR Ref: S198758J



Certificate Number: 90179



Landata
PO Box 500
EAST MELBOURNE VIC 8002

**LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989**

Date of Issue	20-Jun-2022
Applicant Reference	64853103-013-6:121731
Certificate Number	90179
Assessment Number	1499610
Property Location	23 Belair Avenue, GLENROY VIC 3046
Property Description	Lot 20 LP 26642 CT-8101/408
Property Key	49974

This Certificate provides information regarding valuations, rates, charges, other moneys owing and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, landslips, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Council uses Capital Improved Value for rating purposes. The level of value date is 1-Jan-2021 and the date of operation of the valuation for this property is 01-July-2021

Capital Improved Value	\$910,000
Site Value	\$910,000
Net Annual Value	\$45,500

Rates and charges levied for the period 01/07/21 - 30/06/22

Residential Rates	\$2,209.75
Fire Services Property Levy - Residential	\$167.69
Waste Management	\$555.82
Property Debt	\$0.00
Arrears and Arrears Interest	\$0.00
Interest for Current Year	\$0.00
Legal Costs	\$0.00
Legal Costs Arrears	\$0.00
Rebates	\$0.00
Payments/Adjustments	\$-2,933.26
Net Total Outstanding	\$0.00

To obtain a Land Information Certificate update please email ratescontact@moreland.vic.gov.au with your certificate number and the property address or Telephone 03 9240 1111 and select option 7

Pay settlements by:

- BPAY quoting Biller Code: **35105** and reference number **1499610**
- Through Council's website by Visa or MasterCard visiting moreland.vic.gov.au

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

General Information

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Language Link

中文	9280 1910	Español	9280 1916
Italiano	9280 1911	Hrvatski	9280 1917
Ελληνικά	9280 1912	हिन्दी	9280 1918
العربية	9280 1913		
Türkçe	9280 1914	All other languages	
Việt Ngữ	9280 1915	9280 1919	



Other

Directions to clear properties under Moreland City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

I acknowledge having received the sum of \$27.35 being fee for this Certificate.

Authorised Officer:

Amanda Burgess
Chief Financial Officer
Moreland City Council
Rates and Valuations

Locked Bag 10 MORELAND VIC 3058
Phone: 03 9240 1111 Fax: 03 9240 1212
Email: info@moreland.vic.gov.au

80 1916
80 1917
80 1918
العربية 9280 1912
العربية 9280 1913
Türkçe 9280 1914 All other languages
Việt Ngữ 9280 1915 9280 1919

17th June 2022

MCP Group C/- InfoTrack C/- LANDATA
LANDATA

Dear MCP Group C/- InfoTrack C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	23 BELAIR AVENUE GLENROY 3046
Applicant	MCP Group C/- InfoTrack C/- LANDATA LANDATA
Information Statement	30701728
Conveyancing Account Number	7959580000
Your Reference	618

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
- Conditions of Connection and Consent
- Rates Certificate
- Build Over Easement

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	23 BELAIR AVENUE GLENROY 3046
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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 opening.

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

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

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

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

Melbourne Water Property Information Statement

Property Address	23 BELAIR AVENUE GLENROY 3046
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STATEMENT UNDER SECTION 158 WATER ACT 1989

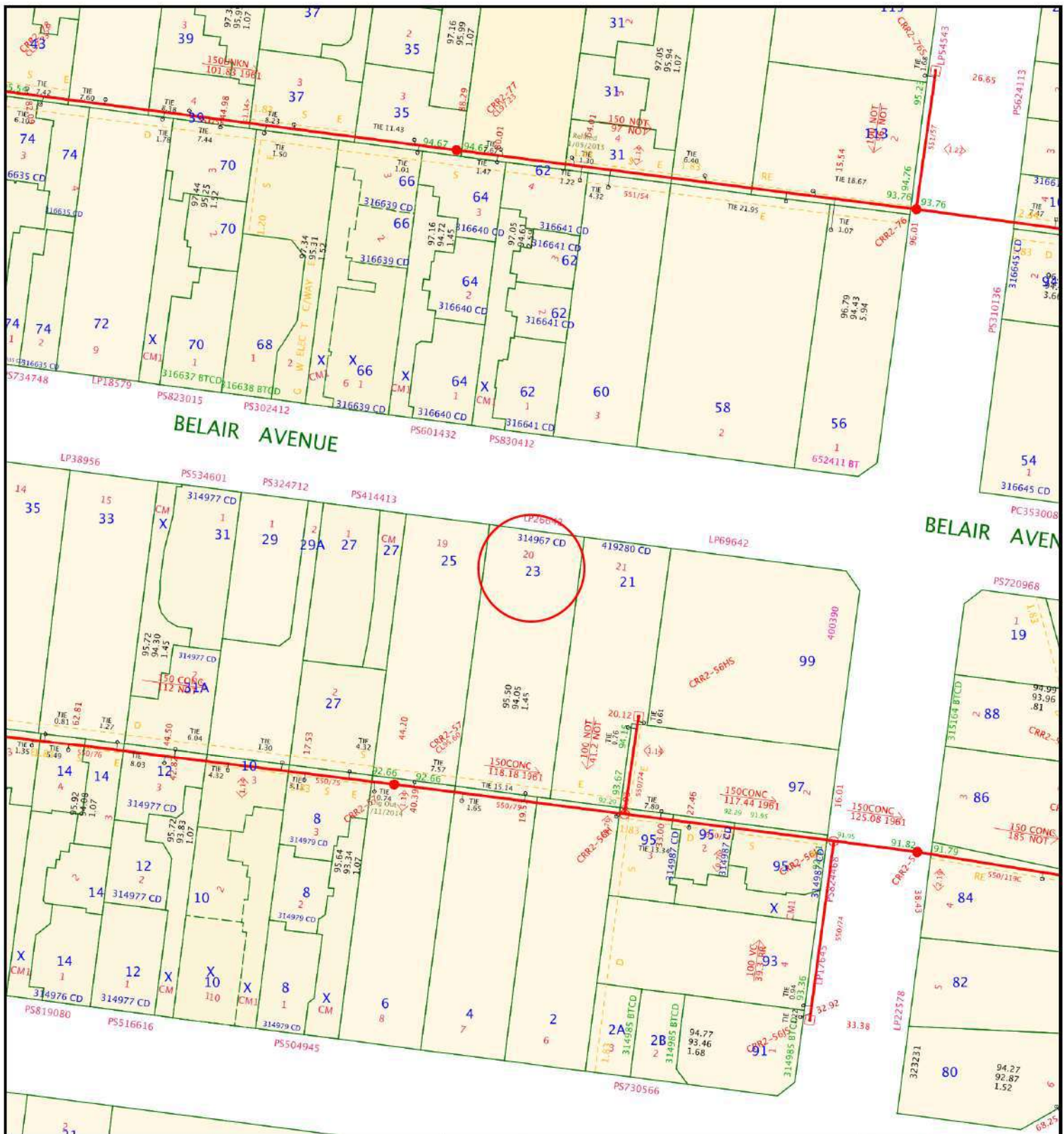
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30701728**

Address	23 BELAIR AVENUE GLENROY 3046
Date	17/06/2022
Scale	1:1000

ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	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;

26th May 2022

Application ID: 542839

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Connection Details

Product	Pipe Material	Pipe Size	Qty	Street where main located
32mm Connection - Drinking Water	UPVC-THICK WALLED P	150	1	Belair Avenue

Required Services

Product	Qty
32mm Connection - Drinking Water	1
Std 20mm DW Meter & Installation (incl meter w/lock)	4
Standard Plugging Small	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	314967

Multiple Lots

Number of Lots	4
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Specific conditions affecting encumbrances on property:

Private Main
Build Over Easement

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

The existing service is to be disconnected and the main plugged. The meter must be returned to Yarra Valley Water. Please make sure the meter is available for our contractor to collect at the time of

disconnection. If the meter is not available for collection, the tapping may be cancelled and a rebooking fee will apply. Please note: if the plugging is for a new estate connection that has not been metered yet, there is no requirement to return the meter(s).

Water supply(s) services that are to be removed are listed in the Conditions of Connection. In a mandated recycled water area the recycled water service(s) must also be removed and are referenced in the same table.

All water provided to the property must be metered. This development must be serviced via a manifold as shown on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard. No main meter is required to be installed at this development however individual meters off the manifold must be fitted for each lot at the time of the tapping. If you are installing shared facilities within the development such as a swimming pool or a communal laundry then a separate meter is required off the manifold for the shared facilities. For vacant lot subdivisions serviced via a manifold a garden tap is required to be installed within the boundary of each lot. Tap audits will be carried out to verify each lot has been provided with a water service.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Waters plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Waters plumbing contractor can be contacted on 1300 735 328

The plumber is required to tag all risers (meters) and the corresponding unit with the relevant unit number in order to allow tap audits to be carried out by Yarra Valley Water's contractor.

Whether you have elected your plumber or Yarra Valley Water to carry out the excavation, please contact Yarra Valley Waters Plumbing Contractor Mondo on 1300 735 328 to schedule a date and time. Prior to our Plumbing Contractor attending on site to carry out the scheduled work you will be required to clearly mark your preferred location for the service. If the preferred location is not marked, the work will not be undertaken and you will incur a wasted site visit fee. Please note; bookings can take up to three (3) business days to generate after payment is made.

Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you cancel or reschedule a booking within 24 hours of the scheduled date / time a wasted site visit fee will apply. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable), to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

Meter assemblies must adhere to Yarra Valley Water's metering technical drawings which can be found at www.yvw.com.au/help-advice/develop-build/plumbers/water-metering-and-servicing

The installation of pumps on any water service to boost pressure or fill storage tanks directly from a water main is prohibited. Pumps may only be installed on the outlets of storage tanks filled under mains pressure.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant

location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

The existing sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the existing sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent

that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

CONDITIONS OF CONSENT

The following conditions are subject to Sections 136, 268, 269 and 270 of the Water Act 1989 covering conditions of subdivision, new connections and contributions for works.

CONDITIONS RELATING TO NEW CONNECTIONS / COMPLETION OF WORKS / ISSUE OF CONSENT

Approval is subject to the applicant applying for Build Over Easement conditions under Section 148 of the Water Act 1989 prior to works being commenced or subdivision being approved. This requirement and subsequent build over easement conditions will be recorded as an encumbrance against the property. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

This condition must be met before a Statement of Compliance can be issued.

All developments within our licensed area are subject to the payment of New Customer Contributions as set by the Essential Services Commission. These contributions are necessary as the development work you will be completing places increased demand on our hydraulic services. These funds are then used to further develop the network to meet the needs of the growing urban community. The fees for your development are detailed in the invoice/statement. Further details can be found by visiting the Essential Services Commission website at www.esc.vic.gov.au.

The New Customer Contribution fees remain valid for 90 days from the date of this letter and are based on the information provided in your application. Further fees may be imposed if it is found that this development involves works other than declared on your application. If there are changes to the details supplied or if the approval period expires, revised conditions of connection and additional fees will be applicable. If this occurs it will be necessary to resubmit a new application.

NOTE: These fees are for the creation of additional lots only and do not include any other works or products which may be required as a result of the development being carried out.

SUBDIVISIONAL CONDITIONS

We advise that should this development proceed to subdivision the plan of subdivision must include an Owners Corporation schedule. Should an Owners Corporation schedule not form part of the plan of subdivision, extensions to our sewer and water mains may be necessary, requiring the lodgement of a new application and payment of additional fees.

Water and sewerage services are required to be extended to each individual lot within the development. The extended sewerage property service drain must adequately control all lots via gravity.

Easements must be created over any existing or proposed Yarra Valley Water assets. Your surveyor will need to ensure that these easements are included on any plan of subdivision.

An encumbrance will be placed on lots in this subdivision advising prospective purchasers that the properties are serviced by shared sewer and/or water connections.

Yarra Valley Water will be unable to give consent to council to issue a Statement of Compliance until fees have been paid and all other conditions have been met.

MCP Group C/- InfoTrack C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5893748496
Rate Certificate No: 30701728

Date of Issue: 17/06/2022
Your Ref: 618

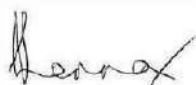
With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
23 BELAIR AVE, GLENROY VIC 3046	20\LP26642	1187111	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2022 to 30-06-2022	\$19.49	\$0.00
Residential Water Usage Charge Estimated Average Daily Usage \$0.00	08-03-2022 to 07-06-2022	\$0.00	\$0.00
Residential Sewer Service Charge	01-04-2022 to 30-06-2022	\$111.34	\$0.00
Residential Sewer Usage Charge Estimated Average Daily Usage \$0.00	08-03-2022 to 07-06-2022	\$0.00	\$0.00
Parks Fee	01-07-2021 to 30-06-2022	\$80.20	\$0.00
Drainage Fee	01-04-2022 to 30-06-2022	\$26.32	\$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
	Total Due		\$0.00



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 01/07/2021, Residential Water Usage is billed using the following step pricing system: 247.49 cents per kilolitre for the first 44 kilolitres; 313.83 cents per kilolitre for 44-88 kilolitres and 462.38 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2021, Residential Recycled Water Usage is billed 170.34 cents per kilolitre
9. From 01/07/2021, 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 01/07/2021, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1187111

Address: 23 BELAIR AVE, GLENROY VIC 3046

Water Information Statement Number: 30701728

HOW TO PAY



Biller Code: 314567
Ref: 58937484966

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

19th May 2022

Huong Mai
Pembrook Homes Pty Ltd
care of
admin@pembrookhomes.com.au

Dear Huong Mai,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	543544
Property Address	23 BELAIR AVENUE GLENROY 3046
Service Location ID	1187111

Thank you for your recent application. Based on the information submitted with this application **Yarra Valley Water has no objection** to the construction of the structures and or undertaking the work listed in the table below.

Yarra Valley Water has imposed no conditions on the basis that your proposed development will not affect any Yarra Valley Water assets and any easements on the property are not required for sewerage purposes.

This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Structure / Works
Residential or Habitable Structure
Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed)
Excavation & Landscaping
Utility services that are required (Gas, Electricity, Telecommunications) and Property Drains on the property

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro".

Joe Gargaro

Divisional Manager, Development Services

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

851755

APPLICANT'S NAME & ADDRESS

MCP GROUP C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

G & Z KAPITELI PROPERTY
INVESTMENTS

PURCHASER

N/A, N/A

REFERENCE

618

This certificate is issued for:

LOT 20 PLAN LP26642 ALSO KNOWN AS 23 BELAIR AVENUE GLENROY
MORELAND CITY

The land is covered by the:

MORELAND PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

17 June 2022

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

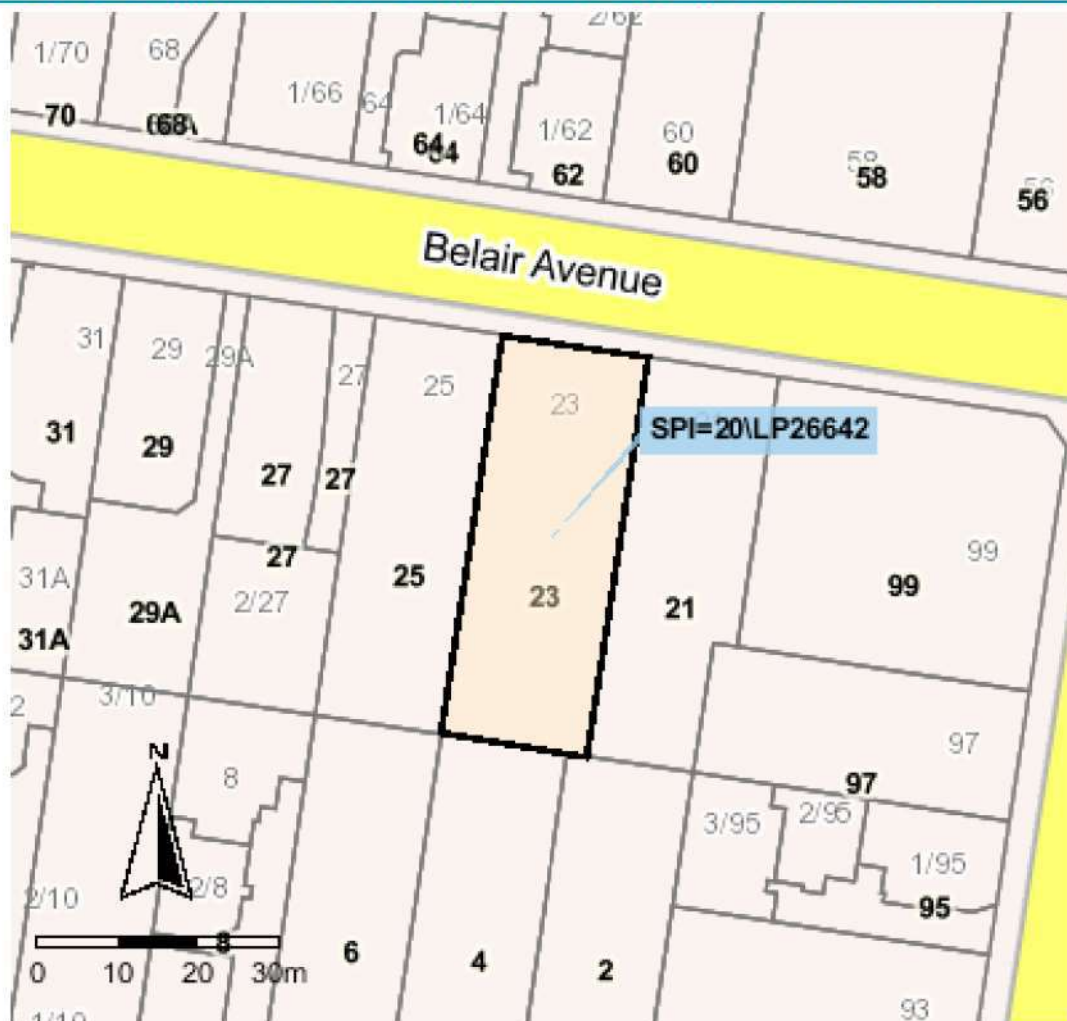
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / MCP GROUP

Your Reference: 5563/22
Certificate No: 56579368
Issue Date: 18 JUN 2022
Enquiries: ESYSPROD

Land Address: 23 BELAIR AVENUE GLENROY VIC 3046

Land Id	Lot	Plan	Volume	Folio	Tax Payable
4779938	20	26642	8101	408	\$0.00

Vendor: G & Z KAPITELI PROPERTY INVESTMENTS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
G & Z KAPITELI PROPERTY INVESTMEN	2022	\$910,000	\$4,422.03	\$0.00	\$0.00

Comments: Land Tax of \$4,422.03 has been assessed for 2022, an amount of \$4,422.03 has been paid.

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: \$910,000

SITE VALUE: \$910,000

AMOUNT PAYABLE: \$0.00

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

Certificate No: 56579368

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 = \$2,525.00

Taxable Value = \$910,000

Calculated as \$975 plus (\$910,000 - \$600,000) multiplied by 0.500 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 56579368

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: 56579368

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

ROADS PROPERTY CERTIFICATE

The search results are as follows:

MCP Group C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 618

NO PROPOSALS. As at the 17th June 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®.

23 BELAIR AVENUE, GLENROY 3046
CITY OF MORELAND

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

Date of issue: 17th June 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 64853103 - 64853103210335 '618'

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.

(04/10/2016)