



A: Level 8, 80 Dorcas Street, Southbank 3006
P: +61 3 9867 5551 F: +61 3 9867 4451
E: contact@ABMorison.com.au W: www.ABMorison.com.au

VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

SELLER Colin James Parkes

LAND BEING SOLD That part of the land which is presently fenced and/or occupied by the seller and contained only within the land described in
Certificate of Title: VOLUME 12530 FOLIO 984
and known as

STREET ADDRESS Unit 1, 19 Station Road, Gembrook VIC 3783

IMPORTANT NOTICES TO PURCHASERS

1. MATTERS RELATING TO LAND USE - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

- a) Description: Registered easement as per title search and/ or attachments.
- b) Particulars of any existing failure to comply with their terms are: - None to the vendor's knowledge.

However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There is access to the property by road.
The land is in a bushfire prone area.

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property Information concerning any planning instrument -

Name of planning instrument:	See attached property report
The responsible authority is:	See attached property report
Zoning and/or Reservation:	See attached property report
Name of Planning overlay:	See attached property report

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.

2. FINANCIAL MATTERS IN RESPECT OF THE LAND

Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any owners corporation charges and interest) are contained in the attached certificates or their total does not exceed: **\$5,000.00**

1. Cardinia Shire Council
2. Yarra Valley Water
3. OC 1 PS915302H – managed by Inner Owners Corporation

In addition to the above total, the amount concerning State Revenue Office Land Tax payable by the vendor in respect of this property is contained within the attached property clearance certificate (if applicable).

Information concerning the Commercial and Industrial Property Tax (CIPT) and Commercial and Industrial Property Tax Reform Act 2024 (CIPT Act):

The property is subject to the CIPT regime if the property is transferred on or after 1 July 2024 and the property is allocated within the following Australian Valuation Property Classification Code (AVPCC) ranges: 200-299 (commercial) and 300-399 (industrial) and 400-499 (extractive industries) and 600-699 (infrastructure and utilities) and the property is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act. If the property is allocated more than one AVPCC then the property is subject to the CIPT regime if the property is used solely or primarily for one of the prescribed uses defined as a qualifying use, within the meaning given by section 4 of the CIPT Act. If the property falls outside of the above AVPCC ranges the property will not be subject to the CIPT regime unless a change of use occurs.

The AVPCC allocated to the property is contained in the attached property clearance certificate/council rates notice.

The date the property entered the CIPT regime on the following date: **Not applicable, unless explicitly stated otherwise in the Property Clearance Certificate attached.**

Any further amounts (including any proposed owners corporation levy) for which the purchaser may become liable as a consequence of the purchase of the property are as follows:

1. Owners corporation (if applicable) special levies
2. Land tax if the property is not exempt as your principal place of residence
3. Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.
4. Congestion levy for carparks (if in applicable area and your use does not entitle you to an exemption)
5. Land Tax may be applicable if land value exceeds \$50,000.00 or a change of use occurs. A purchaser will remain liable for any adjusted increase in a new assessment issued after the 31 December of the year preceding the vendor's execution of this vendors statement.

The particulars of any charge (whether registered or not) over the property imposed by or under any act to secure an amount due under that act are as follows: **If any as contained in the attached certificates and searches.**

3. SERVICES:

The following services are **connected** to the land:

- a) Electricity
- b) Gas
- c) Water
- d) Sewerage
- e) Telephone

The following services are **not connected** to the land:

Not applicable

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. It is the responsibility of the purchaser to pay all costs to transfer or reconnect the services you require.

4. INFORMATION RELATING TO ANY OWNERS CORPORATION-

The land is affected by an owner's corporation, and a copy of the current owner's corporation certificate and documents required to accompany the owner's corporation certificate under section 151(4)(b) of the act are attached.

5. EVIDENCE OF TITLE- Attached are copies of the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the register search statement and the document, or part of the document, referred to as the diagram location in the register search statement that identifies the land and its location;
- (b) In any other case, a copy of-
 - I. The last conveyance in the chain of title to the land; or
 - II. Any other document which gives evidence of the vendor's title to the land;
- (c) If the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to sell the land;
- (d) In the case of land that is subject to a subdivision-
 - I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (e) In the case of land that is part of a staged subdivision within the meaning of section 37 of the Subdivision Act 1988-
 - I. If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - II. Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - III. Details of any proposals relating to subsequent stages that are known to the vendor; and
 - IV. A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed-
 - I. If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - II. If the later plan has not yet been certified, a copy of the latest version of the plan

6. BUILDING PERMITS- Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence):

Is contained in the attached certificate/s.

7. INSURANCE DETAILS IN RESPECT OF THE LAND- The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation.

8. NOTICES MADE IN RESPECT OF LAND- Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order 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 are contained in certificates herein if applicable.

Whether there are any notices pursuant to section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.


VENDOR'S UNDERTAKINGS ONLY TO THE VENDORS REPRESENTATIVE

I confirm that this statement and the representations and warranties given by me in lieu of requisitions have been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full disclosure or all relevant information. I am aware that AB Morison Conveyancing have only been employed to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of: (a) any variation between the land occupied by me and the land described in the certificate/s of title; (b) any encumbrances not disclosed in this document; (c) any failure to obtain any necessary planning, building or other permits; (d) the property being affected by any environmental, landslip, flooding, fill, latent defects or historical significance issues; (e) any contingent or proposed liabilities affecting any body corporate including any relating to the undertaking of repairs to the property; (f) my occupation of any adjacent land which is not contained in the land being sold; (g) any buildings erected over any easements; (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and; (i) any proposal in relation to any other land which may affect the land being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, titles, notices or documents including, but without limiting the generality of the forgoing, any information, conditions, titles or documents required or that later may be deemed to be required by section 32 of the Sale of Land Act 1962, the Domestic Building Contracts and Tribunal Act 1995 and/or any other act or regulation. I agree that this vendor's statement and the documents herewith (including the search of the title) must be updated at the expiration of six calendar months from the date of the search of the title herewith. I will not hold AB Morison Conveyancing responsible if the vendor's statement is not so updated or if it is used by any real estate agent other than the one to whom it is first forwarded to by AB Morison Conveyancing.

I undertake to keep the property and all improvements therein and thereon, fully insured for their full replacement cost (new for old) until the final settlement of the matter.

DATE OF THIS STATEMENT 19/09/2024

Signature of Vendor 
Colin Parkes (Sep 19, 2024 13:55 GMT+7)
Colin James Parkes

PURCHASER'S ACKNOWLEDGEMENTS

The purchaser hereby acknowledges that prior to the execution of the contract or any other contract, agreement or document whatsoever in relation to the purchase of the land the purchaser received from the vendor or the vendor's agent a copy of this vendor's statement signed by the vendor. The purchaser also acknowledges that the information herein is provided solely by the vendor, that the vendor's undertakings only to the vendor's representative, shall not enure for his benefit and that no statements or representations whatsoever are made by AB Morison Conveyancing as to anything in relation to the property.

UPDATED OWNERS CORPORATION INFORMATION

The purchaser agrees that if he requires any information in the owners corporation certificate to be updated at any time, he will apply and pay for any further owners corporation certificate or information.

DATE OF ACKNOWLEDGMENT

Signature/s of Purchaser/s



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

Page 1 of 1

VOLUME 12530 FOLIO 984

Security no : 124117803154W
Produced 28/08/2024 02:53 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 915302H.
PARENT TITLE Volume 12495 Folio 076
Created by instrument PS915302H 13/02/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
COLIN JAMES PARKES of 28 MAIN STREET GEMBROOK VIC 3783
PS915302H 13/02/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX637673W 15/01/2024
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE PS915302H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 1 19 STATION ROAD GEMBROOK VIC 3783

ADMINISTRATIVE NOTICES

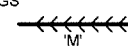
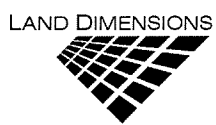
NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 13/02/2024

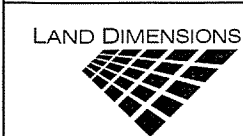
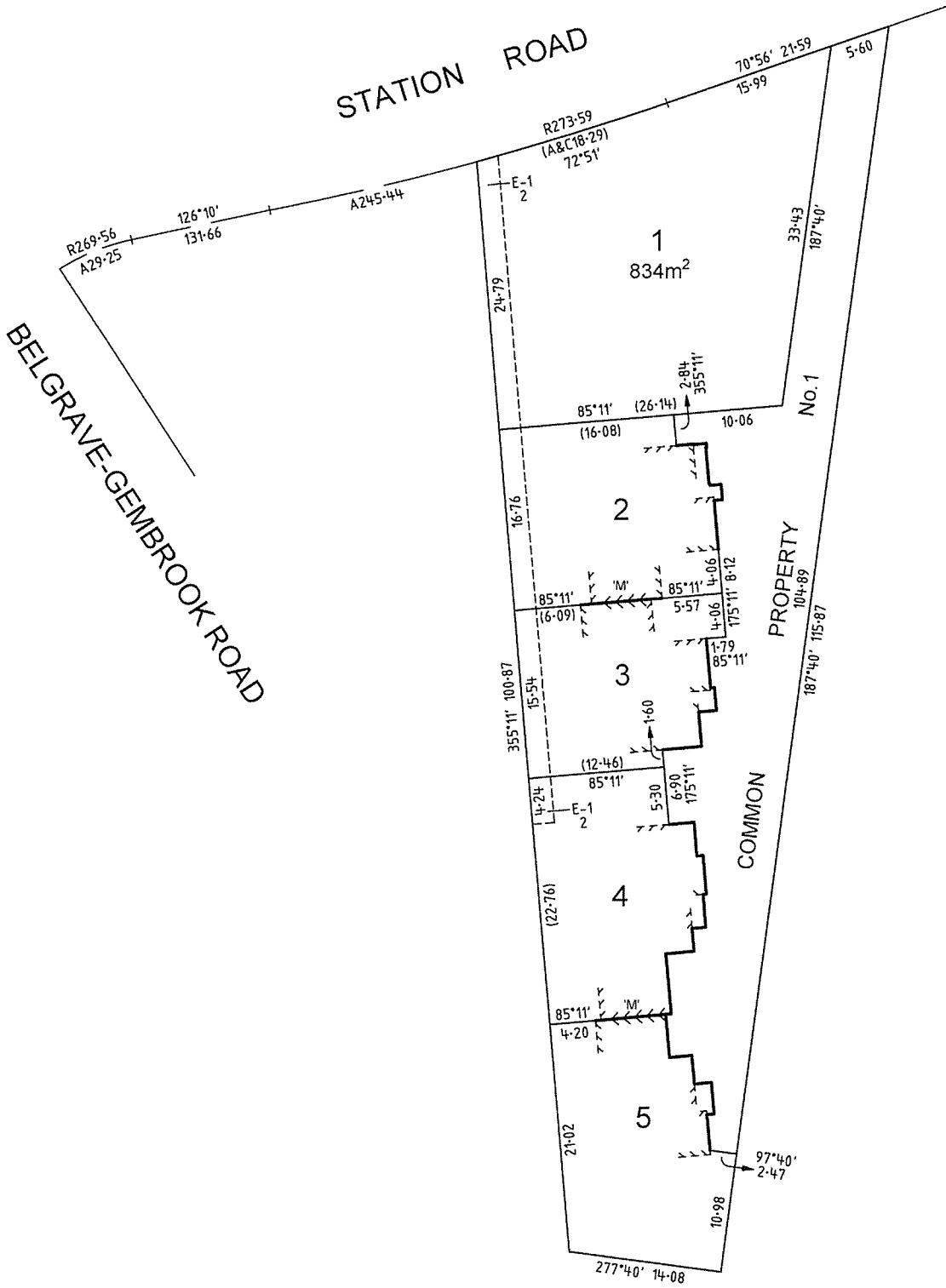
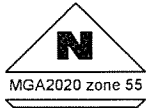
OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS915302H

DOCUMENT END

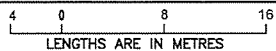
PLAN OF SUBDIVISION			LV use only EDITION 2	PS 915302H
Location of Land Parish: GEMBROOK Township: - Section: - Crown Allotment: A 17 (PART) Crown Portion: - Title Reference: VOL 12495 FOL 076 Last Plan Reference: PC382448H Postal Address: 19 STATION ROAD, (at time of subdivision) GEMBROOK MGA2020 Co-ordinates E 371 860 (of approx. centre N 5 798 760 of land in plan) Zone: 55			Council Certification and Endorsement Council Name: CARDINIA SHIRE COUNCIL Ref:	
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' SHOWN THUS  EXTERIOR FACE: ALL OTHER BOUNDARIES COMMON PROPERTY No. 1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.	
NIL	NIL			
Notations				
Depth Limitation DOES NOT APPLY				
Staging This is a staged subdivision Planning Permit No. T230092PA Survey This plan is based on survey This survey has been connected to permanent marks no(s) 117 & 188 In Proclaimed Survey Area No. -				
Easement Information				
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance			A - Appurtenant Easement R - Encumbering Easement (Road)	
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan.				
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	2	PS804664Q	CARDINIA SHIRE COUNCIL
		A.C.N. 129 548 054 Level 1 Suite 2 327 Police Road, Mulgrave Tel: (03) 9790 0399 www.landdimensions.net.au		SURVEYORS FILE REF: 20398S LICENSED SURVEYOR: JAY BARFOOT VERSION B
		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2 SHEETS	
THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN				

PS 915302H



A.C.N. 129 548 054
 Level 1 Suite 2
 327 Police Road, Mulgrave
 Tel: (03) 9790 0399
 www.landdimensions.net.au

SCALE
1:400



ORIGINAL SHEET
 SIZE: A3

SHEET 2

LICENSED SURVEYOR: JAY BARFOOT
 SURVEYORS FILE REF: 20398S-A
 VERSION A



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 28/08/2024 02:53:31 PM

OWNERS CORPORATION 1
PLAN NO. PS915302H

The land in PS915302H is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 5.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

19 STATION ROAD GEMBROOK VIC 3783

PS915302H 13/02/2024

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

PS915302H 13/02/2024

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 1.

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/08/2024 02:53:31 PM

OWNERS CORPORATION 1
PLAN NO. PS915302H

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 28/08/2024 02:53:32 PM

OWNERS CORPORATION 2
PLAN NO. PS915302H

The land in PS915302H is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 2 - 5.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
19 STATION ROAD GEMBROOK VIC 3783

PS915302H 13/02/2024

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
PS915302H 13/02/2024

Notations:
Folio of the Register for Common Property No. 1 is in the name of Owners Corporation 1.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Total	400.00	400.00



Department of Environment, Land, Water & Planning

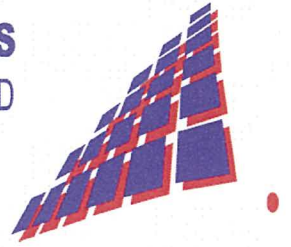
Owners Corporation Search Report

Produced: 28/08/2024 02:53:32 PM

OWNERS CORPORATION 2
PLAN NO. PS915302H

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

Statement End.



FORM 2

BUILDING PERMIT

Building Act 1993
BUILDING REGULATIONS 2018
Regulations 37(1)

BUILDING PERMIT: 3742394142365
ISSUE DATE: 16 January 2023
AMENDMENT DATE: 22 February 2023

Owner:

Colin Parkes - Gembrook Views Estate P/L, ACN/ARBN - 82 076 151 463,
M: E:

Agent of Owner:

Andrew Brown - Sketch Building Design P/L, 554-556 Glenhuntly Road, Elsternwick, 3185
M: 0419 113 281 E: a.brown@sketchbuildingdesign.com.au

Builder:

James Ward - Gard Constructions P/L, ACN/ARBN - 628801829, 2 Lillimur Road, Ormond 3204
M: 0407 504 105 E: jward@gardconstructions.com

This builder is specified under Section 24B(4) of the **Building Act 1993** for the building work to be carried out under this permit.

PROJECT ADDRESS 19A Station Road, Gembrook 3783

PROPERTY DETAILS

Title Details: Lot: 2 PS804664 Vol: 11955 Fol: 140
Municipal District: Cardinia Shire Council

PROJECT DESCRIPTION Construction of four (4) dwellings with attached garages
Stage 1 - Construction of Units 1 & 2

PREVIOUS STAGE PERMIT DETAILS**NATURE OF BUILDING WORK**

Site Area (m ²):	1027	Total New Floor Area (m ²):	279
Existing Dwellings:	0	New Dwellings Constructed:	2
Project Estimated Value:	\$400,000.00	Storeys Contained	1
Version of BCA Applicable	2019	Rise in Storeys	N/A
Effective Height	N/A	Type of Construction	N/A

BUILDING PERMIT COMMENCEMENT AND COMPLETION DATES

Building work must commence by: 16/01/2024

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Building work must be completed by: 16/01/2025

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

BUILDING CLASSIFICATION

BCA Class	Part of Building	Permitted Use	Max Live Load	Max People Accommodated
1a(a)	Units 1 & 2	Detached dwelling	1.5 kPa	N/A
10a	Garages 1 & 2	Garage, carport or shed	2.5 kPa	N/A

DETAILS OF RELEVANT PLANNING PERMIT

Planning Permit Number: T200834 Planning Permit Issued Date: 17/12/2021

OCCUPATION OR USE OF BUILDING

A certificate of final inspection is required prior to the occupation or use of this building.

DETAILS OF DOMESTIC BUILDING WORK INSURANCE⁵

The issuer or provider of the required insurance policy is:	HIA INSURANCE SERVICES PTY LTD
The domestic building work insurance policy/certificate number:	C756665 & C756691
The domestic building work insurance policy/certificate issued date:	16/12/2022

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS**(a) to be engaged in the building work³**

TYPE	NAME	REGISTRATION NUMBER
Domestic Builder - Unlimited	James Ward	CDB-U 72295

(b) engaged in the preparation of documentation to form part of the application for this permit⁴

TYPE	NAME	REGISTRATION NUMBER
Civil engineer	Darren Cuttler	PE0003941
Draftperson	Andrew Brown	DP-AD 22139

PERFORMANCE SOLUTION

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT	DETAILS OF PERFORMANCE SOLUTION
P2.2.2.1 Rainwater Management (3.1.32 Drainage requirements)	To provide the technical justification to allow a rainwater tank with a charged system for a Class 1a dwelling compliant with NCC 2019 Vol. 3 Part B6.1 - B6.4 Rainwater Harvesting.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Prescribed Authority	Matter Reported On	Regulation	Approved Date
Cardinia Shire Council	Stormwater legal point of discharge	133	05/03/2018

PROTECTION WORK

Protection work is not required in relation to the building work proposed in this permit.

INSPECTION REQUIREMENTS**The mandatory notification stages are:**

Bored piers (Units 1 & 2)
 Strip Footings (Units 1 & 2)
 Sub Floor Framework (Units 1 & 2)
 Framework (Units 1 & 2)
 Final (Units 1 & 2)

CONDITIONS

The permit is subject to the following conditions:

1. All building work shall be carried out in accordance with the Building Regulations 2018 and the current Building Code of Australia (BCA).
2. Before building work is commenced, additional permits or approvals may need to be obtained under other Acts or other Regulations.
3. The building work described in the approved plans and specifications must not be altered in any way without the approval of the relevant building surveyor.
4. Each mandatory inspection stage is to be inspected and approved before works may proceed.
5. A sign must be displayed on the allotment during construction showing the Building Permit number, the date it was issued, the Builder's and Building Surveyor's registration numbers and contact details.
6. Site is to be adequately fenced and secured at all times.
7. It is the responsibility of the owner and/or builder to comply with council Local Laws.
8. It is the responsibility of the owner and/or builder to confirm if Council requires an asset protection permit to be issued for the project.
9. It is the owners responsibility to comply with any Covenants, Section 173 Agreements or Restrictions contained in the Certificate of Title/or Plan of Subdivision.
10. The owner's attention is drawn to the document published by the CSIRO 'Foundation Maintenance and Footing Performance: A Homeowner's Guide Building Technology File 18' (formerly known as Guide to Home Owners on Foundation Maintenance and Footing Performance 10-91) and the requirements of AS 2870, both of which indicate the owner's responsibilities in regard to the regular maintenance of the building; site and soil conditions.
11. All plumbing work must be carried out by a licensed plumber. Plumbing compliance certificates are to be lodged for all plumbing work (if applicable) to the relevant building surveyor before the Occupancy Permit or Certificate of Final Inspection can be issued.
12. All stormwater must be conveyed by means of pipes to discharge points as directed by the responsible authority (Council) in accordance with AS/NZS 3500 National Plumbing & Drainage code.
13. All major domestic building contracts for amounts exceeding \$10,000 are required to be carried out by a registered Building Practitioners in accordance with the Domestic Building Contracts Act 1995.

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date	Amendment	Amended Document	Brief Description of Amendment
22/02/2023	V1.	Engineering Rev C	SF1 bored peirs (except BP1) deleted where the strep footing is founded onto natural clay

RELEVANT BUILDING SURVEYOR DETAILS

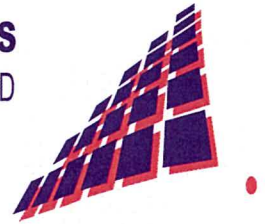


Signature
Iain Stewart
PRIVATE BUILDING SURVEYOR BS-U 14088

ROD BETHUNE & ASSOCIATES

P T Y . L T D

ABN 70 007 040 119



Form 16
Building Act 1993
BUILDING REGULATIONS 2018
Regulation 192

OCCUPANCY PERMIT

OCCUPANCY PERMIT NO: 3742394142365
ISSUE DATE: 17 October 2023
PROJECT ADDRESS: 19A Station Road, Gembrook 3783

BUILDING PERMIT DETAILS:

Building Permit: BS-U 14088/3742394142365
Version of BCA Applicable: 2019

PROJECT DESCRIPTION: Construction of four (4) dwellings with attached garages

Stage 1 - Construction of Units 1 & 2

BUILDING DETAILS

BCA Class	Part of Building	Permitted Use	Max Live Load	Max People Accommodated
1a(a)	Units 1 & 2	Detached dwelling	1.5 kPa	N/A
10a	Garages 1 & 2	Garage, carport or shed	2.5 kPa	N/A

Rise in Storeys	Effective Height	Type of Construction	Storeys Contained
N/A	N/A	N/A	1

DATE OF FINAL INSPECTION 16/10/2023

PERFORMANCE SOLUTION

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT	DETAILS OF PERFORMANCE SOLUTION
P2.2.2.1 Rainwater Management (Clause 3.1.3.2 Drainage requirements)	To provide the technical justification to allow a rainwater tank with a charged system for a Class 1a dwelling compliant with NCC 2019 Vol. 3 Part B6.1 - B6.4 Rainwater Harvesting.

CONDITIONS

This permit is subject to the following conditions:

- Termite protection has been provided in accordance with AS3660.1-2014. It is the owner's responsibility to carry out regular inspections (12 months max.) of the building and surrounding areas for evidence of termite activity.
- The owner's attention is drawn to the document published by the VBA - 'Minimising Foundation Movement and Damage to Your House', CSIRO - 'Foundation Maintenance and Footing Performance: A Homeowner's Guide - Building Technology File 18' and the requirements of AS 2870 all of which indicate the owner's responsibilities with regard to the regular maintenance of the building, site drainage, plumbing leaks, excessive or irregular watering of gardens adjacent to the building, and tree root growth. This document can be purchased from the CSIRO. www.publish.csiro.au.

SUITABILITY OF OCCUPATION

The building or place of public entertainment or part of building or place of public entertainment to which this permit applies is suitable for occupation.

Consulting Building Surveyors
83 Chadstone Road, East Malvern, Vic. 3145
Telephone: (03) 9563 4266 Email: reception@rodbethune.com.au

RELEVANT BUILDING SURVEYOR DETAILS



Signature _____
Iain Stewart
PRIVATE BUILDING SURVEYOR BS-U 14088

Domestic Building Insurance

Certificate of Insurance

Gembrook Views Estate Pty Ltd
321 Koornang Rd
CARNEGIE
VIC 3163

Policy Number:
C756665

Policy Inception Date:
16/12/2022

Builder Account Number:
434844

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

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**
At the property: **Unit 1 19a Station Rd GEMBROOK VIC 3783 Australia**
Carried out by the builder: **GARD CONSTRUCTIONS PTY LTD**
Builder ACN: **628801829**

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

For the building owner(s): **Gembrook Views Estate Pty Ltd**

Pursuant to a domestic building contract dated: **16/12/2022**

For the contract price of: **\$ 200,000.00**

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

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

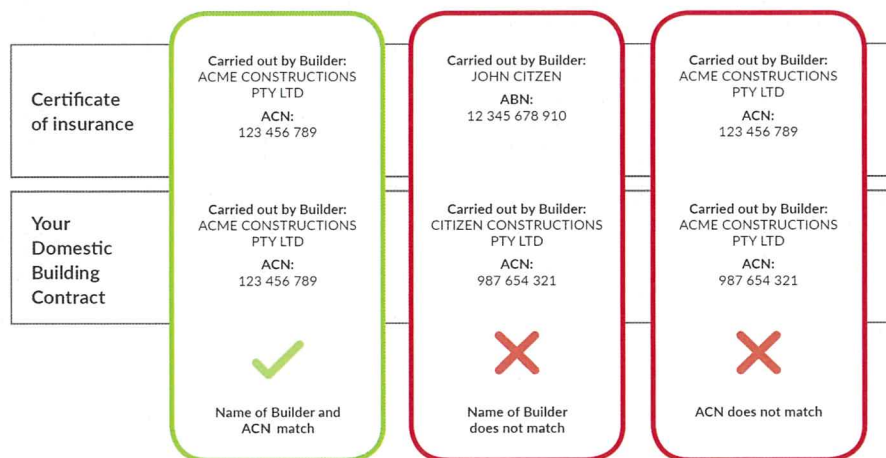
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,077.00
GST:	\$107.70
Stamp Duty:	\$118.47
Total:	\$1,303.17

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Valuation, rates and charges notice

For period 1 July 2023 to 30 June 2024



ABN 32 210 906 807



Parkes, C J

Date of issue 21/08/2023
Property number 5000024683



028
1002097
R1_4543

Instalment 1
Due 30
September 2023 \$444.00

Instalment 2
Due 30 November
2023 \$444.00

Instalment 3
Due 28 February
2024 \$444.00

Instalment 4
Due 31 May 2024 \$445.92

Any arrears shown on this notice are overdue and payable immediately and may continue to accrue interest at 10% p.a. until paid in full

Rates and valuation information for your property

Description and location of property

19 Station Rd
Gembrook 3783
L1 PS804664 V11955 F139

Capital Improved Value (CIV) as at 1 January 2023 \$550,000
Site Value (SV) \$440,000
Net Annual Value (NAV) \$27,500
Land Use Classification Residential

Australian Valuation Property Classification Code (AVPCC)
110 : Single Residential Accommodation - Detached Dwelling

Owner Name(s) Parkes, C J

We are required by legislation to display the property owner name(s).

Rates and Charges

Base Rate	550000 x \$0.0020833	\$1,145.82
120lt Garbage & Recycling Charge	1 x \$348.60	\$348.60
240lt Green Waste Charge	1 x \$133.20	\$133.20
State Fire Services Property Levy	550000 x \$0.000046 + \$125.00	\$150.30
Total		\$1,777.92



Scan here to pay



Payment options



Billers code: 858944
Ref: 50000246830

BPAY® this payment via internet or phone banking
BPAY View® - view and pay this bill via internet banking
BPAY View registration number: 50000246830



Set up regular direct debit payments
at cardinia.vic.gov.au/flexipay



Billpay Code: 0860
Ref: 5000 0246 8300 000

Call 131 816 to pay over the phone
Go to postbillpay.com.au or visit an Australia Post store



Instalment *860 500002468300000



Set up regular Centrepay deductions from your Centrelink payments
at www.servicesaustralia.gov.au/centrepay CRN: 555 012 959V



Pay in person at our Customer Service Centre
20 Siding Avenue, Officer. (Open Monday to Friday, 8.30am-5pm).



Call 131 816 to pay by credit card over the phone



To have your notice emailed
Register at cardinia.enotices.com.au
Reference No: B8C4F4877J



To verify your property in MyCardinia use
verification code: FTOC
www.cardinia.vic.gov.au/mycardinia

Financial hardship and assistance

If you are experiencing financial hardship which is affecting your ability to pay your rates, please visit www.cardinia.vic.gov.au/rateshelp or call us to discuss your options. To access free financial counselling and advice visit the National Debt Helpline's website www.ndh.org.au or call them on 1800 007 007.

You may apply for a waiver, deferral or payment plan for your rates and charges in accordance with sections 170, 171, 171A or 171B of the Local Government Act 1989. A copy of the legislation is available on our website at www.cardinia.vic.gov.au/rates.

Council may enter into a payment plan with you, upon certain terms and conditions determined by Council and in accordance with the applicable legislation, to make smaller, more regular payments towards your rates and charges. Please visit www.cardinia.vic.gov.au/rates or call us for more information.

Payment of rates and charges

Rates and charges are payable in 4 instalments as per the due dates on the front of this notice, or by weekly, fortnightly, monthly or quarterly direct debit payments. To set up a direct debit payment plan please visit www.cardinia.vic.gov.au/flexipay.

Interest may be charged on overdue rates and charges in accordance with sections 172 and 172A of the Local Government Act 1989. Subject to sections 180 and 180A of the Local Government Act 1989 legal action may also be taken for recovery of unpaid rates and charges and may incur additional costs.

Please note, Council does not offer payment in full by February 15.

You may pay the total due in a single payment if you wish, but you must pay at least the instalment amount by the instalment due dates to avoid interest accruing on overdue instalments.

All payments received will be allocated in the following order:

- 1) Legal costs (if any)
- 2) Interest (if any)
- 3) Arrears (if any)
- 4) Current rates and charges

Concessions and rebates

If you have a Centrelink or Department of Veterans' Affairs Pensioner Concession Card or specific Department of Veterans' Affairs gold card you may be eligible for the Municipal rates concession. The property must be your principal place of residence and match the address on your eligible card.

To apply for the concession go to www.cardinia.vic.gov.au/rates for a link to the 'Municipal rates concession' web page on the Department of Families, Fairness and Housing website (DFFH) or call us to obtain a hard copy form. Please complete the application form and return the completed form to Council by post or email.

If you receive Jobseeker payments you may be eligible for the Jobseeker rebate provided by Council. To apply for this rebate please go to www.cardinia.vic.gov.au/rates or call us to obtain a hard copy form and return the completed form to Council by post or email.

Change of mailing address and property ownership

If your mailing address has changed please go to www.cardinia.vic.gov.au/rates to update your details.

Property owners are legally required to advise Council of a change in ownership by way of a Notice of Acquisition or copy of title.

Differential rates

Council applies differential rates depending on property location and property type. Information on our differential rates is contained in our Revenue and Rating Plan and is available at www.cardinia.vic.gov.au.

We are required by legislation to provide the below rate comparison information to show what rates would be for your property for each differential rate. The actual rate levied for your property is shown on the front of this notice, based on location and predominant land use.

Differential rate	Rate in \$	Amount
Base rate	0.0020833	\$1,145.82
Farm land	0.0015625	\$859.38
Urban farm land	0.0017704	\$973.72
Urban commercial and industrial land	0.0030210	\$1,661.55
Urban residential	0.0022287	\$1,225.79
Urban vacant land	0.0047712	\$2,624.16

For more information about rates and your legal rights and responsibilities visit www.cardinia.vic.gov.au/rates, or contact us on 1300 787 624 or mail@cardinia.vic.gov.au

Privacy statement

Personal information collected by Council is used for municipal purposes as specified in the Local Government Act 1989. Personal information will be held securely and used solely by Council for these purposes and/or directly related purposes. Council may disclose this information to other organisations if required or permitted by legislation.

The Victorian Government's rate cap

Council has complied with the Victorian Government's rates cap of 3.50%. The cap applies to the average annual increase of total general rates. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipality;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rate cap e.g. waste charges and the State Fire Services Property Levy.

Property valuations

Property valuations are undertaken annually by the Valuer General Victoria and is an assessment of the market value of a property as at 1 January each year.

Supplementary valuations are also made during the year where there has been a material change to the property such as a new building or land subdivision.

There are 3 separate valuations returned and Council may use any of these as its system of valuation for levying rates:

Site Value (SV) – the land value only.

Capital Improved Value (CIV) – the market value of the property, being the Site Value plus the value of any buildings and other improvements on the land.

Net Annual Value (NAV) – for residential and rural/farm properties 5% of the CIV, for commercial and industrial properties the higher of the estimated annual market rent or 5% of the CIV.

Cardinia Shire uses the CIV system of valuation to levy general rates.

Fire Services Property Levy

This is a Victorian Government levy, collected by Councils, to fund the State's fire services. The amount payable varies depending on the property's Land Use Classification and Capital Improved Value. You have the right to apply for a waiver, deferral, or discount on the levy amount under section 27 of the Fire Services Property Levy Act 2012 for rateable land, and under section 28 for non-rateable residential land. Visit www.sro.vic.gov.au/fire-services-property-levy for more information.

Australian Valuation Property Classification Code (AVPCC)

This code is assigned to your property according to the predominant use of the land and is used to determine your property's Land Use Classification, in accordance with the Fire Services Property Levy Act 2012.

Land Use Classification

This classification is used to calculate the Fire Services Property Levy amount payable for your property. It does not refer to the zoning of the property or how Council rates are calculated.

Appeal, review and objection to rates and charges, differential rates, valuations and AVPCC

You can object to the valuation of your property and/or the AVPCC assigned within 60 days of the notice issue date. Section 17 of the Valuation of Land Act 1960 specifies the grounds for objection. An objection can be made in writing on the prescribed form or online at ratingvaluationobjections.vic.gov.au.

Under section 183 of the Local Government Act 1989 you can apply to the Victorian Civil and Administrative Tribunal (VCAT) for a review of any differential rate applied to your property within 60 days of the notice issue date.

You can appeal to the County Court for a review of any rate or charge applied to your property within 60 days of the notice issue date. Section 184 of the Local Government Act 1989 specifies the grounds for appeal.

Your quarterly bill



MR C PARKES

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	70 9755 7906
Invoice number	7098 2883 19338
Issue date	11 Jun 2024
Property address	UNIT 1, 19 STATION RD GEMBROOK
Property reference	5298963, LOT 1
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

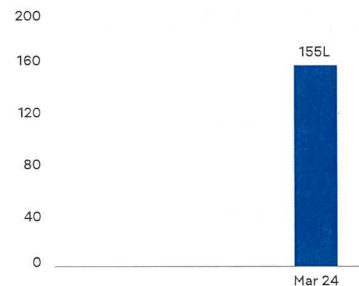
Summary

Previous bill	\$47.34
Payment received thank you	-\$47.34
Corrections for previous bill	-\$37.43
Balance carried forward	\$37.43 CR
This bill	
Usage charges	\$37.43
Service charges	
Water supply system	\$20.04
Total this bill (GST does not apply)	\$57.47
Total balance	\$20.04



Your household's daily water use

Target 150L of water use per person, per day.



Your daily spend

This bill compared to the same time last year. Excludes other authority charges.



How to pay



Direct debit
Sign up for Direct Debit at yvwm.com.au/directdebit or call 1300 304 688.



EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name:
Yarra Valley Water
BSB: 033-885
Account number: 709753399



BPAY®
Bill code: 344366
Ref: 709 7557 9060



Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: 555 054 1187



Post Billpay®
Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au
Bill code: 3042
Ref: 7098 2883 19338



Credit Card
Online: yvwm.com.au/paying
Phone: 1300 362 332



*3042 709828831933 8

C/O RANGES FIRST NATIONAL, BELGRAVE

Account number	70 9755 7906
Invoice number	7098 2883 19338
Total due	\$20.04
Due date	2 Jul 2024
Amount paid	\$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YATD072363	861kL -	846kL =	15kL
From 15 Dec 2023 - 20 Mar 2024			(96 days)
Water usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	15.000kL x	\$2.4956 =	\$37.43
Total	15.000kL		\$37.43
Total usage charges			\$37.43

Your charges explained

→ Water usage charge

15 December 2023 - 20 March 2024

The cost for water used at your property, including treatment and delivery. The cost of water increases with the amount used (STEP tariffs).

→ Water supply system charge

1 April 2024 - 30 June 2024

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

📞 Enquiries	1300 304 688	For language assistance	
📞 Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
✉️ enquiry@yvw.com.au		廣東話	1300 921 362
🌐 yvw.com.au		Ελληνικά	1300 931 364
📞 TTY Voice Calls	133 677	普通话	1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173	

📅 Next meter reading:

Between 5-12 Sep 2024

Spotted a burst or leak?

- 📍 To report an issue visit yvw.com.au/reportfault
- 📱 Download and use the **Snap Send Solve** app
- 📞 Call our 24-7 emergency hotline on **13 27 62**
- 📍 View our live faults map at faults.yvw.com.au



AB Morison Conveyancing
Unit 1/19 Station Road, Gembrook, VIC 3783

12th September 2024

Dear AB Morison Conveyancing

Re: OWNERS CORPORATION CERTIFICATE - LOT 1, PLAN NO. PS 915302H

In response to your request, we now attach an Owners Corporation Certificate for Lot 1 in Plan No. PS 915302H dated 11th September 2024. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("Act").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at mail@iocm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully


Registered Manager

Full name: Kayani Shahzeb
Company: Inner Owners Corporation
Address of registered office: 332 Kings Way SOUTH MELBOURNE
VIC 3205

11/09/2024

Date

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 11th September 2024

1. OWNERS CORPORATION DETAILS

Plan Number: PS 915302H
Address of Plan: 19 Station Road Gembrook VIC 3783
Lot Number this statement relates to:
Unit Number this statement relates to:
Postal Address: PO Box 33059 Melbourne Victoria 3004

2. CERTIFICATE DETAILS

Vendor: Colin Parkes
Postal Address for Lot 1: 1/19 Station Road Gembrook VIC 3783
Purchaser:
Person requesting Certificate: AB Morison Conveyancing
Reference: (Ref: OC Certificate)
Address: Unit 1/19 Station Road, Gembrook, VIC 3783
Fax:
E-mail: contracts@abmorison.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 1

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 1 are **1,329.20 per annum** commencing on 1 September 2024. Levies for this plan are raised over **2 periods**

Period	Amount	Due Date	Status
01/09/24 to 28/02/25	664.60	26/09/24	Issued
01/03/25 to 31/08/25	664.60	01/03/25	To be Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 1.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 11th September 2024
For Plan No. PS 915302H - Lot 1

4. CURRENT LEVY POSITION FOR LOT 1

Fund	Balance	Paid To
Administrative	\$664.60 DR	31 August 2024
Maintenance Fund	0.00	
BALANCE	\$664.60 DR	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 1.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 1 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 11 September 2024:

Account / Fund	Amount
Administrative Fund	0.00
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 11 SEPTEMBER 2024	\$0.00

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy	
Policy No.	HU0006115983
Expiry Date	24-October-2024
Insurance Company	CHU
Broker	Honan Insurance Group Pty Ltd
Premium	0.00

Cover Type	Amount of Cover
Building/s	2,240,000
Government Audit Costs	25,000
Government Audit Costs - Appeal Expenses	100,000
Legal Defense Expenses	50,000
Liability (Other)	20,000,000
Loss Of Rent/Temporary Accommodation	336,000
Lot Owner's Fixtures and Improvements	250,000
Voluntary Workers Insurance	200,000/2,000

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 11th September 2024

For Plan No. PS 915302H - Lot 1

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Inner Owners Corporation Pty Ltd - General Account
ABN / ACN:	637 559 507
Address of Manager:	332 Kings Way SOUTH MELBOURNE VIC 3205
Telephone:	98045551
Facsimile:	
E-mail Address:	mail@iocm.com.au

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

This Owners Corporation Certificate has been prepared based on the information provided by the previous Owners Corporation Manager. While every effort has been made to ensure the accuracy of the data contained within this Certificate, prospective buyers are advised to seek independent verification of any details they consider material to their decision.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 11th September 2024
For Plan No. PS 915302H - Lot 1

SIGNING

The common seal of Plan No. PS 915302H, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

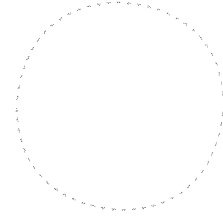
Shahzeb Kayani

Registered Manager

Full name: Kayani Shahzeb
Company: Inner Owners Corporation
Address of registered office: 332 Kings Way SOUTH MELBOURNE
VIC 3205

11/09/2024

Date



Common Seal
of Owners Corporation

Schedule 2—Model Rules for an Owners Corporation

Regulation 11

1 Health, Safety and Security

1.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others

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

1.2 Storage of Flammable Liquids and other Dangerous Substances and Materials

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

1.3 Waste Disposal

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

2 Committees and Sub-Committees

2.1 Functions, Powers and reporting of Committees and Sub-Committees

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

3 Management and Administration

3.1 Metering of Services and Apportionment of Costs of Services

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

4 Use of Common Property

4.1 Use of Common Property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to Common Property

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

5 Lots

5.1 Change of Use of Lots

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

Example

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

5.2 External Appearance of Lots

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

5.3 Requiring Notice to the Owners Corporation of Renovations to Lots

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

6 Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and Invitees on Common Property

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

6.2 Noise and Other Nuisance Control

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

7 Dispute Resolution

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

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

Notice of owners corporation general meeting

Owners Corporations Act 2006 (the Act) Section 76, Owners Corporations Regulations 2018 and Owners Corporation Rules. This notice must be given to each lot owner 14 days before the ballot

Date of notice	07/08/2024
----------------	------------

From: the owners corporation

Name	19 Station Road, Gembrook
Owners corporation plan number	PS 915302H

To: the lot owner

A general meeting for the owners corporation will be held:

On (date)	28 th August 2024
At (time)	9:00AM
At (venue)	19 Station Road, Gembrook

At the meeting the members can vote on issues affecting the owners corporation.

In accordance with the Act:

The agenda for the meeting is attached or specified as follows:

Welcome, attendance, apologies, proxies, quorum & entitlement to vote.

If you are unable to attend it is recommended that you complete the attached Proxy form and return to our office.

- 1. Elect Chairperson for the Special General Meeting.**
- 2. Resolve to elect Chairperson, Secretary and Committee of Management for the Owners Corporation**

Resolve not to appoint a committee at this point. A committee of management will be appointed at the next Annual General Meeting. It was advised that Inner Owners Corporation will reach out to owners to set up an interim committee after settlements have been finalised.

- 3. Management Agreement**

Resolve to appoint Inner Owners Corporation as the manager for the Owners Corporation for a period of 3 years and include the following wording in the minutes:

“It was resolved to appoint Inner Owners Corporation as manager for Body Corporate Strata Plan 915302H. Under section 11 of the Owners Corporation Act 2006, the Owners Corporation delegates to the manager those powers and functions (other than the power or function that

requires a unanimous or special resolution) that are necessary to enable it to perform its functions under section 4 of the Owners Corporation Act 2006. Such powers and functions may be exercised or performed by any employee of the manager. It was further resolved that a new bank account be opened on behalf of the owners corporation, with Inner Owners Corporation having the authority to operate the bank account on behalf of the owners corporation.”

4. Insurance Matters

It was noted that insurance is currently in place and details of the insurance follow:

Insurer: TBC

Building Sum Insured: \$TBC

Legal Liability: TBC

Expiry: TBC

Resolve that an independent valuation will not be obtained on the building sum insured.

Members are reminded that the owners corporation insurance does not cover fittings (including carpets, light fittings, floating floor boards and window furnishings), content and public liability for individual lot. It is strongly recommended that each owner seek advice on insurance to cover issues that may arise within his/her lot.

5. Revenue and Expense Budget and Proposed Levies

A preliminary annual budget is presented.

Resolve to accept the budget for the year ending 30 June 2025 and to further set the annual fees at \$5,246.00 per annum in total and in accordance with the fee schedule presented.

Resolve to set the year end as 30 June 2025 and for fees to be invoiced in advance on a half yearly basis.

6. Interest on Overdue Amounts and Other Debt Recovery Matters

Interest on Overdue Amounts

Resolve pursuant to Section 29 of the Owners Corporation Act (2006) that interest be charged on any amount payable by a lot owners to the Owners Corporation that is outstanding after the due date for payment. The rate of interest charged must not exceed the maximum rate of interest under the Penalty Interest Rates Act 1983.

Debt Recovery

Resolve that the Manager is to take all reasonable steps necessary for recovery of outstanding fees and levies and charges due by any member to the Owners Corporation including application in any Court or Tribunal of competent jurisdiction. The Manager and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any debt recovery action taken.

Cost Recovery

Resolve that all costs and expenses incurred by the Owners Corporation in relation to recovery of outstanding fees and levies will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay fees, levies and charges due.

7. Rules of the Owners Corporation

The model rules for an Owners Corporation are presented.

Special resolution to adopt the model rules for an Owners Corporation as per the Owners Corporations Regulations 2018.

8. Affixing Common Seal

Resolve that the Owners Corporation permits the affixing of the common seal to any document that may require the common seal to be affixed provided that two lot owners authorise its use and the owners are advised of its use.

As such a special meeting of the Owners Corporation is not required for the purposes of affixing the common seal to any document that requires the common seal to be affixed.

9. Handing Over Relevant Documents

The following documents to be handed over to the Owners Corporation:

- a. Common Seal
- b. The Owners Corporation register
- c. Copy of the Plan of Subdivision and planning documents
- d. Copy of the Owners Corporation act 2006
- e. Rules of the Owners Corporation
- f. All contracts entered into by the Owners Corporation for services

Resolve to affix the Owners Corporation sign to the building.

10. Closure

The text of any special or unanimous resolution to be voted on at the meeting is attached or specified as follows:

Resolve to make the following Special Resolution:

To adopt the consolidated model rules of the Owners Corporation

You have a right to appoint a person (proxy) to represent you in this ballot

To appoint a proxy you need to complete an 'Owners corporation proxy' form and return it to the secretary before the meeting. Proxy forms are available from the owners corporation or the [Owners corporations section of the Consumer Affairs Victoria website](http://consumer.vic.gov.au/ownerscorp) (consumer.vic.gov.au/ownerscorp). If appointing a power of attorney as a proxy, please attach a copy of the power of attorney.

Details of person giving this notice

Name	Inner Owners Corporation Pty Ltd
Position (e.g. secretary)	Manager
Address	332 Kings Way, South Melbourne VIC 3205
Contact telephone number	03 9804 5551

Proxies & Entitlement to Vote

Attendance or representation of 50% of Members is necessary to constitute a Quorum; A Meeting however may proceed without a Quorum. If there is not a quorum, the meeting may proceed, but all decisions are interim decisions. If you are unable to attend the Meeting you have a right to appoint someone to act as your proxy. A form is attached for your use and this should be returned to this office prior to the meeting.

A Lot Owner who is in arrears for any amount owed to the owners corporation is NOT entitled to vote (unless a special or unanimous resolution is require), either in person, by ballot or by proxy, unless the amount in arrears is paid in full.

Except in the case of payment in cash, an amount is only taken to be paid in full if it is paid not less than four business days before the vote in question.

Voting Conduct

1. In accordance with the Owners Corporation Act 2006 Section 94, members whose fees are in arrears at the time of the Meeting are NOT ENTITLED TO VOTE. In order to execute your voting rights, all charges, fees and levies, must be settled prior to the meeting.
2. If a lot is owned in a company name and the company wish to be represented at the Annual General Meeting the representative must hold a proxy form duly signed under the Company Seal.
3. If a lot is owned in joint or several names and all the joint owners attend the meeting, then all the owners may speak at the meeting but only one owner may vote
4. No person except an owner or member of the Owners Corporation or a proxy of an owner or member of the Owners Corporation will be allowed to attend the meeting unless invited by the Chairman to do so. Any person so invited will only be allowed to speak at the invitation of the Chairman.
5. No person will be allowed to vote at the meeting unless they are an owner/member or are holding a proxy of an owner/member and that member is financial.

Meeting Protocol

There are accepted protocols for conducting meetings, and the following will apply in the running of this Annual General Meeting.

- a. Any person who wishes to speak on a matter is requested to stand, give their name and apartment number.
 - b. Each speaker, with the exception of the proposer of a motion who may reply, shall only be allowed one speech on the same matter
 - c. A limit of five (5) minutes will be given to each speaker.
 - d. If a person persists in being disorderly, that person will be called upon to withdraw from the meeting
- If it becomes impossible to maintain order, the meeting will be adjourned until such time as order can be restored.

Duties of Committees

Members are encouraged to join and participate as part of the Committee of the Owners Corporation. The Owners Corporation Act 2006, Owners Corporation Regulations 2018 and the Rules of the Owners Corporation provides the

responsibilities and duties that come with the role of Committee and Sub-Committee members.

Members must:

- act honestly and in good faith for the Owners Corporation,
- exercise due care and diligence,
- not make improper use of his or her position as a member to gain, directly or indirectly, an advantage for themselves or for any other person,
- report to the Owners Corporation at each Annual General Meeting.

If you join the Owners Corporation Committee, the law provides some protection from liability. This immunity will only apply if the person acted in good faith:

- in exercising a power or carrying out a function under the Owners Corporations Act 2006, Regulations or Rules or,
- in the reasonable belief that the act or omission was in the course of exercising a power or carrying out a function under the Owners Corporation Act 2006, Regulations or Rules.
-

The Victorian Civil and Administrative Tribunal can order that the Owners Corporation is liable for an act or omission by a Committee member, Sub-Committee member. For their own protection and in accordance with the Committee responsibility, Committee members should:

- ensure that decisions and activities are always recorded in Minutes of Meetings,
- report to the Owners Corporation as part of the Committee's report at every Annual General Meeting,
- act in accordance with the Owners Corporations Act 2006, Regulations or Rules.

Your Manager will assist you through these processes and further information is available through the Consumer Affairs website www.consumer.vic.gov.au

19 Station Road, Gembrook
PS 915302H
Minutes of Inaugural General Meeting

Meeting opened at 9:00 AM

Date: Wednesday 28th August 2024

Location

19 Station Road, Gembrook

In Attendance

Wayne and Karen Colins - Owner

Shirley Godwin - Owner

Chris and Yvonne White - Owner

Lance Jennison - Owner

In Attendance

Michael Cimino – Inner Owners Corporation

Quorum

4 of 5 Lots Represented so a Quorum was achieved, and all decisions are immediately binding upon the Owners Corporation.

Apologies

None received

Agenda Item

1. Appointment of Chairperson

It was **resolved** to appoint Michael Cimino as Chairperson of the meeting.

2. Nomination of Committee

It was **resolved** not to appoint a committee at this point. A committee of management will be appointed at the next Annual General Meeting. It was advised that Inner Owners Corporation will reach out to owners to set up an interim committee after settlements have been finalised.

3. Management Agreement

It was **resolved** to appoint Inner Owners Corporation as the manager for the Owners Corporation for a period of 1 year and include the following wording in the minutes:

*“It was **resolved** to appoint Inner Owners Corporation as manager for Body Corporate Strata Plan **915302H**. Under section 11 of the Owners Corporation Act 2006, the Owners Corporation delegates to the manager those powers and functions (other than the power or function that requires a unanimous or special resolution) that are necessary to enable it to perform its functions under section 4 of the Owners Corporation Act 2006. Such powers and functions may be exercised or performed by any employee of the manager. It was further resolved that a new bank account be opened on behalf of the Owners corporation, with Inner Owners Corporation having the authority to operate the bank account on behalf of the Owners corporation.”*

It was further **resolved** to affix the common seal to the management contract.

4. Insurance

It was noted that insurance is currently in place and details of the insurance follow:

Insurer: QBE Insurance Australia Limited

Building Sum Insured: \$2,240,000

Legal Liability: \$20 million

Expiry 24th October 2024

It was **resolved** that an independent valuation will be obtained on the building sum insured and the insured value of the property be updated in line with the new insurance valuation upon renewal.

Members are reminded that the owners corporation insurance does not cover fittings (including carpets, light fittings, floating floor-boards and window furnishings), content and public liability for individual lot. It is strongly recommended that each owner seek advice on insurance to cover issues that may arise within his/her lot.

5. Revenue and Expense Budget and Proposed Levies

A preliminary annual budget was presented.

It was **resolved** to accept the budget for the year ending 31st August 2025 and to further set the annual fees at \$6,646.00 per annum in total and in accordance with the fee schedule presented.

It was **resolved** to set the year end as 31st August and for fees to be invoiced in advance on a half yearly basis.

6. Interest on Overdue Amounts and Other Debt Recovery Matters

Interest on Overdue Amounts

It was **resolved** pursuant to Section 29 of the Owners Corporation Act (2006) that interest be charged on any amount payable by a lot owners to the Owners Corporation that is outstanding after the due date for payment. The rate of interest charged must not exceed the maximum rate of interest under the Penalty Interest Rates Act 1983.

Debt Recovery

It was **resolved** that the Manager is to take all reasonable steps necessary for recovery of outstanding fees and levies and charges due by any member to the Owners Corporation including application in any Court or Tribunal of competent jurisdiction. The Manager and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any debt recovery action taken.

Cost Recovery

It was **resolved** that all costs and expenses incurred by the Owners Corporation in relation to recovery of outstanding fees and levies will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay fees, levies and charges due.

7. Rules of the Owners Corporation

The model rules for an Owners Corporation are presented.

Special resolution to adopt the model rules for an Owners Corporation as per the Owners Corporation Regulation 2018.

8. Affixing Common Seal

It was **resolved** that the Owners Corporation permits the affixing of the common seal to any document that may require the common seal to be affixed provided that two lot owners authorise its use and the owners are advised of its use.



As such a special meeting of the Owners Corporation is not required for the purposes of affixing the common seal to any document that requires the common seal to be affixed.

9. Handing Over Relevant Documents

The following documents were handed over to the Owners Corporation:

- a. Common Seal
- b. The Owners Corporation register
- c. Copy of the Plan of Subdivision and planning documents
- d. Copy of the Owners Corporation Act 2006
- e. Rules of the Owners Corporation
- f. All contracts entered into by the Owners Corporation for services

It was **resolved** to affix the Owners Corporation sign to the building.

10. General Business

Reimbursement of Electricity

The Lot Owner of Lot 5 requested a reimbursement for costs incurred to pay an electricity invoice totalling \$160.38. The Lot Owners resolved that the Lot Owner be reimbursed from the OC Funds.

11. Closure

Meeting was closed at 9:52 AM

Proposed Budget Administrative Fund

Owners Corporation for Plan No. PS915302H

19 STATION ROAD GEMBROOK VIC 3783



Proposed Budget 2025
\$

Management Services	
Owners Corporation Manager	2,256.00
Caretaking	
Garden/Lawn Maintenance	250.00
Electricity	500.00
Essential Services and Maintenance	
Fire Protection Services	-
Plumbing Maintenance - Sump Pumps	-
Utilities and Services	
Bank Fees & Charges	120.00
Owners Corporation Sign	120.00
Insurance	
Insurance Premiums	3,000.00
Insurance Valuation	400.00
Total Administrative Fund Expenditure	6,646.00

2025 Levy Calculation

Budgeted Levies to be Raised	\$	6,646.00
Total Lot Liability (5 units)	\$	500
Amount per unit of entitlement	\$	13.29

Levy Breakdown by Lot

Lot	Liability	Annual Levy	Half Year Levy
1	100	\$ 1,329.20	\$ 664.60
2	100	\$ 1,329.20	\$ 664.60
3	100	\$ 1,329.20	\$ 664.60
4	100	\$ 1,329.20	\$ 664.60
5	100	\$ 1,329.20	\$ 664.60



ListSure Credit Contract

Pay Later

Client

Colin James Parkes

of 19 Station Road, Gembrook VIC 3783

Welcome to ListSure

This ListSure Credit Contract (**Credit Contract**) is made between the client named above (**you or your**) and **ListSure Retail Finance Pty Ltd** ACN 655 912 977, Australian Credit Licence 536827 of Level 4, 99 Bathurst Street Sydney NSW 2000 (**we or us or our**).

This Credit Contract comprises of the Schedule together with the attached Terms and Conditions. Please read these documents carefully, as well as the Information Statement at the end of this document, before signing this Credit Contract. By issuing this Credit Contract to you, we offer to make the loan described in this Credit Contract to you. By signing this document, you are accepting our offer and will enter into this Credit Contract with us.

Capitalised words have a special meaning and are defined in the Schedule or the Terms and Conditions

Date

19/08/2024

Schedule

Key information

Read these terms and conditions carefully.

This Credit Contract allows you to pay your Sale Costs up to 180 days later.

Your potential liability under this Credit Contract is **\$25,121.50**, which comprises of a loan amount of **\$23,500.00** and a service fee of **\$1,621.50**.

If you do not make any payments owing under this Credit Contract by the due date for payment, you may be liable for Default Interest. If such default continues, your credit rating and credit score may be affected in a way that impacts your ability to obtain further credit.

This Credit Contract also requires you to enter into an Agency Agreement, to start your sale campaign within 60 days of the Disclosure Date, to diligently pursue the sale of the Property, and for us to seek a caveat over your Property.

You should consider obtaining legal and financial advice in relation to this Credit Contract.

Financial Table

The following table sets out financial information about your loan. This financial information is prepared as at **19/08/2024** (called the **Disclosure Date**). This financial information may change before or after the date when we advance money under this Credit Contract (called the **Loan Date**).

Maximum Credit Limit	At any time following the Loan Date, you may request to draw down amounts up to a maximum of \$25,121.50 .
Initial Draw Down Amount	\$23,500.00
How the draw down will be paid	We will transfer the Initial Draw Down Amount to either your nominated bank account or directly to the nominated supplier of services on your behalf, and provide you with notice of how the Initial Draw Down Amount has been paid.
Repayment Date	The Total Amount Owing is due and payable on the earlier to occur of the following: <ol style="list-style-type: none">1. if the Property is Sold:<ol style="list-style-type: none">a. the date that the sale of the Property settles; orb. the date that the deposit is released to you or your solicitor; or2. 180 days from the Loan Date. For the avoidance of doubt if repayment is triggered by the

	Property being Sold, the Property will be considered Sold whether the sale occurs at any time during the Term including a sale made by yourself or any real estate agent, either on market or off market.
Credit Fees and Charges	<p>Fees and charges which are payable under this Credit Contract:</p> <ol style="list-style-type: none"> 1. There are no credit fees or charges payable on or before the Loan Date. 2. A service fee of \$1,621.50 is payable on the Repayment Date. <p>If you make any further draw downs, an additional service fee equal to 6.9% of the draw down amount will be payable and calculated at the time of application.</p>
Total ascertainable Credit Fees and Charges payable over the term of the loan	<p>The total ascertainable Credit Fees and Charges payable over the term of the loan are equal to \$1,621.50.</p> <p>Note that this amount includes the service fee for the Initial Draw Down amount only as other amounts that may be drawn down are unascertainable.</p>
Default Interest	<p>A Default Interest Rate applies to any amount that has not been paid by its due date for payment and applies to that unpaid amount until it is paid.</p> <p>The Default Interest Rate is 24% per annum.</p>
<p>Acting reasonably, we can change any of the financial information described above without your consent. This includes the amount of credit fee or charge, when it is due, as well as the amount of repayments, how they are calculated, or when they are due. We may also introduce new credit fees or charges without your consent. We will inform you of any changes in writing or publishing a notice that is accessible to you and is reasonably prominent.</p>	

Other important information about your loan

Purpose	<p>The purpose of this loan is to pay for Sale Costs incurred in connection with the sale of the Property, excluding the following expenses:</p> <ol style="list-style-type: none"> 1. repayment of any debt (such as your mortgage or debt relating to a prior sale campaign); and 2. payment of any taxes.
Security	<p>By signing this Credit Contract, you grant us a mortgage and security interest over the property described below (the</p>

	<p>Property) to secure your obligations under this Credit Contract.</p> <p>Property: 19 Station Road, Gembrook VIC 3783 and if relevant all rental income payable by any tenant with respect to the Property (both 'Property').</p> <p>You consent to us lodging a caveat over any Property that is real property, or registering any other security interest that we deem fit over any Property that is real property.</p> <p>You acknowledge that we will have a security interest under the PPS Act in respect of the Property, and you authorise us to register one or more security interests under the PPS Act in respect of this Credit Contract. The rights and powers conferred on us by this Credit Contract or by law are in addition to any rights and powers conferred by the PPS Act. For the avoidance of doubt, in addition to the powers under section 125 of the PPS Act, we may take any action after default authorised by this Credit Contract or by law, including delaying any disposal, leasing or action to retain any of the Property.</p> <p>If the Property is in Queensland, we may require you to execute and deliver to us the appropriate Queensland Land Registry documents to enable us to record, register, or protect the charge. You irrevocably appoint us as your attorney to execute any such documents if you fail to execute them within 7 days of our request. You also authorise third parties to act on a declaration or oath of the attorney as to any facts supporting the exercise of this power and to accept it as evidence of the same.</p>
<p>Term</p>	<p>This Credit Contract comes into force on the Loan Date, or such earlier date as we decide, and ends on the date the Total Amount Owing is paid in full.</p>
<p>Payment of commission</p>	<p>We may receive a benefit from either Lawlab Pty Limited or ConvX Holdings Pty Ltd for introducing you for legal services, the details of which are not known at the Disclosure Date. We may pay or receive other commissions, fees or benefits in connection with your loan, which are also not known at the Disclosure Date.</p>
<p>Ongoing facility</p>	<p>IMPORTANT: We can change, suspend or cancel this facility at any time.</p> <p>You may draw down funds by contacting us.</p> <p>We may change, suspend or cancel this credit facility (including reduce the Maximum Credit Limit) at any time without your consent. We are not liable for any loss suffered by you or anyone</p>

else as a result of us changing, suspending or cancelling the facility.

At any time on not less than 90 days' notice, we may convert the facility to a term loan.

If we:

1. reduce your Maximum Credit Limit, you must repay any amount owing in excess of the new Maximum Credit Limit; or
2. cancel the facility, you must repay the amount owing under your facility.

We will endeavour to give you adequate notice before we reduce your Maximum Credit Limit or cancel the facility, but we reserve the right to act immediately.

We calculate your available funds limit on each day by deducting from your Maximum Credit Limit:

1. the amount owing under your facility;
2. any draw down amounts or other proposed payments on your facility for which we have received instructions, but which have not yet been debited to the facility; and
3. the amount of any payments that have been credited to your facility but have not cleared yet.

We have the right to decline any request for draw down if we are uncertain for any reason of the authenticity or validity of the authorisation. We will not be liable to you or any other person for any loss or damage that you or such other person may suffer as a result of our action.

Special conditions

1. Independent provision of services

- 1.1 You are responsible for all products and services funded by this Credit Contract. You acknowledge that we do not have any control over, and are not responsible for providing, any services in connection with the sale of the Property.
- 1.2 We are not responsible for any actions, omission, negligence, or breach of contract or law by any supplier, or by any third party providers engaged to undertake services in connection with the sale of the Property, or any loss that you may suffer, or any claim that you may have or bring against any supplier or any third party provider engaged to undertake the services.

~ * ~ * ~

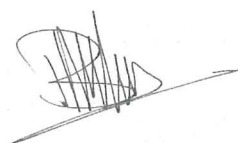
Our details

Full name	ListSure Retail Finance Pty Ltd ACN 655 912 977 of Level 4, 99 Bathurst Street Sydney NSW 2000
Contact number	02 9068 1822
Email	contact@listsure.com.au
Australian Credit Licence	536827

Your details

Full name	Colin James Parkes of 19 Station Road, Gembrook VIC 3783
Property	19 Station Road, Gembrook VIC 3783, being the Property to be Sold
Contact number	+61 429 793 275
Email	colinparkes@gmail.com
Loan number	58289

SIGNED for and on behalf of **ListSure Retail Finance Pty Ltd** ACN 655 912 977, the credit provider



Brad Melman, Authorised Officer


Date: 19/08/2024

You confirm that you have read and understood this Credit Contract, and agree to enter into this Credit Contract on the terms set out in the Schedule and the Terms and Conditions. You declare that the information provided in your loan application is accurate and not misleading. You understand and acknowledge that when you sign digitally, you will be bound by the terms of this Credit Contract as though you signed it by hand.

We recommend you get legal advice before signing this Credit Contract

IMPORTANT	
BEFORE YOU SIGN	THINGS YOU MUST KNOW
<ul style="list-style-type: none">• READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.• You should also read the information statement 'THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT'.• Fill in or cross out any black spaces.• Get a copy of this contract document.• Do not sign this contract document if there is anything you do not understand.	<ul style="list-style-type: none">• Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.• You do not have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property, such as a house or car.• If you take out insurance, the credit provider cannot insist on any particular insurance company.• If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.• If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

The Client electronically signed this Credit Contract using the following details:

Signature	
Full name	Colin James Parkes of 19 Station Road, Gembrook VIC 3783
Contact number	+61 429 793 275
Email	colinjparkes@gmail.com
Date of birth	10/12/1954
IP address	1.145.162.114
Location of IP address	AU
Date and time stamp	19/08/2024, 7:49:55 pm

Terms and Conditions

1. The Credit Contract

- 1.1 These Terms and Conditions, together with the Schedule, form your Credit Contract with us.
- 1.2 You should read the Schedule, these Terms and Conditions, and the Information Statement at the end of this document before signing this Credit Contract and obtaining any credit from us.
- 1.3 Capitalised words have a special meaning and are defined in the Schedule or at the end of this document.

2. Your Loan

NOTE: Until the Loan Date, we have the right to change the terms of this Credit Contract or to withdraw our offer to lend altogether. You may terminate this Credit Contract at any time before the Loan Date.

- 2.1 You must use the Initial Draw Down Amount, and any subsequent amounts drawn down under this Credit Contract, for the Purpose.
- 2.2 We do not have to lend you the Initial Draw Down Amount and may decide not to proceed with this Credit Contract if prior to the Loan Date:
 - (1) you do not provide us with any documents or information required by us;
 - (2) any document or information provided by you is found to be materially false, misleading, or inaccurate;
 - (3) we cannot verify the accuracy of any documents or information provided by you; or
 - (4) anything occurs which in our reasonable opinion makes proceeding with your loan undesirable.
- 2.3 If the Loan Date does not occur within 60 days of the Disclosure Date, and the Initial Draw Down Amount has not been advanced, then we may immediately terminate this Credit Contract and the parties will have no further obligation to each other under this Credit Contract.
- 2.4 You may decide not to proceed at any time before the Loan Date.

3. Joint borrowers

NOTE: This means that each of you can be required to pay the Total Amount Owing even if you have some other arrangement among yourselves and not all of you benefit equally.

3.1 If there are two or more applicants, then each of you is individually liable and all of you are jointly liable. This means we may take legal action against any one of you for all the outstanding amounts.

3.2 Each borrower can bind the other borrower and each borrower will be liable even though they did not know about or did not agree to the transaction.

4. Credit fees and charges

4.1 You must pay all the Credit Fees and Charges specified in the Schedule when due.

5. Repayments

5.1 You must make the repayments specified in the Schedule, subject to any other repayments or variations agreed between us from time to time.

5.2 You can make additional payments at any time.

5.3 You must make payments by direct debit from your bank account or by any reasonable method we direct from time to time, including from the release of the deposit or sale proceeds associated with the sale of the Property.

5.4 You authorise us to provide your conveyancer with an irrevocable authority on your behalf directing them to pay us, or a nominated party, the Total Amount Owing from the deposit held for the sale of your Property once that deposit is released by the purchaser or at settlement of the sale of your Property.

5.5 You also authorise us to arrange for your nominated bank account to be debited with any amount due by you under this Credit Contract.

5.6 The amount of each payment will be increased to include any applicable fees or charges relating to the payment method.

5.7 All payments must be made in full when they fall due, without setting off or deducting any amounts you believe we owe you, and without counterclaiming any amounts from us.

5.8 If any payment is due on a non-Business Day, the payment must be made on or before the next Business Day.

5.9 We can apply any payment to any part of the Total Amount Owing in any order we determine.

6. Secured Property

NOTE: Your loan is secured by a mortgage and a security interest granted to us over the Property. If you default under your loan, we may take possession of and deal with the Property. You are liable or responsible for any loss of, or damage to, the Property.

6.1 By signing this Credit Contract, you grant to us a mortgage and a security interest over the Property and over any insurance policy relating to the Property. This includes any

insurance claim over the Property or received from an insurer following cancellation of a policy.

- 6.2 You agree to do anything we reasonably request to effect, more effectively secure, confirm, and register the mortgage and security interest, including signing any documents.
- 6.3 You warrant that you own the legal title to, or will own legal title to, the Property during the term of the loan. You warrant that there is no, and will be no, security interest granted over the Property except as disclosed to us.
- 6.4 You must:
- (5) keep the Property in good condition and repair and not do anything that is likely to materially lower the value of the Property;
 - (6) tell us if the Property is seriously damaged;
 - (7) not mortgage, charge or grant a security interest over the Property to another person without our consent;
 - (8) not sell, grant a licence over, lease or part with possession of, or give away the Property;
 - (9) not make any alterations to the Property. If any chattels are affixed to the Property, then those chattels form part of the Property and are subject to this Credit Contract;
 - (10) comply with all laws relating to the use and maintenance of the Property, including obtaining any necessary licenses or permits, and pay any money to maintain these licences or permits;
 - (11) repair and maintain the Property;
 - (12) immediately notify us if you become aware that another party may or will register a security interest over the Property.
- 6.5 You must maintain insurance over the Property against fire, theft, accident, and any other risk we reasonably require in connection with the Property.
- 6.6 You must ensure that our interest as mortgagee/secured party is noted on the insurance policy, and you must provide us with evidence of the policy and its currency when we ask. The insurance must be of a value and on terms acceptable to us. You bear the entire risk of loss of, or damage to, the Property from any cause.
- 6.7 You must pay all insurance premiums relating to insurance of the Property on or before the due date.
- 6.8 If you do not take out and keep current all required insurance, or if you do not give us evidence of this on request, we may take out any insurance we reasonably see fit and debit the cost to your facility, but we have no obligation to do so.

- 6.9 You must not do anything by which any insurance policy relating to the Property could be prejudiced or cancelled or be subject to an increased premium.
- 6.10 If you make a claim and the insurer refuses, you must tell us. We can ask you to give us your rights to take further action against that insurer on your claim.
- 6.11 If the Property is destroyed or damaged so that repair is impractical or uneconomic, you must pay us the total amount you owe us, less any insurance money paid to us, on not less than 30 days notice. Any insurance money paid must be paid to us in reduction of your liability to us. If the money is paid to you, you must pay it to us promptly. Payment of the insurance money to us does not release you from liability for any other amount due under this Credit Contracts.
- 6.12 If the Property is destroyed or damaged, we may (but are not obliged to) accept other assets to replace the Property. Any asset that is accepted as a replacement will be Property and subject to this Credit Contract.
- 6.13 If repair is practical, you are obliged to repair the Property promptly.

7. Changes in your circumstances or contract details

- 7.1 You must notify us promptly if any of the information provided by you in your application form (or at any other time) changes, including your contact details.

8. Your warranties

- 8.1 You warrant that:

- (13) the Initial Draw Down Amount, and any subsequent amounts drawn down under this Credit Contract, are being used as a bridging loan as you are expecting to receive a lump sum when the sale of the Property settles and you will discharge your obligations under this Credit Contract from that lump sum;
- (14) you have provided true, accurate, current and complete information about yourself, your Property, the sale of your Property, and, if applicable, your nominated bank account;
- (15) you own legal title to the whole of the Property;
- (16) you will:
- (a) sign a valid and complete Agency Agreement and start the sale campaign for your Property within 60 days from the Disclosure Date;
 - (b) diligently pursue the sale of the Property;
 - (c) provide prospective purchasers with reasonable access to your well-presented Property; and
 - (d) promptly notify us of any event that prevents or delays the sale of the Property;

- (17) you will not:
- (a) obstruct or prevent the legitimate sale process of the Property;
 - (b) commit any fraud, negligence, or wilful omission in relation to the sale of the Property; and
 - (c) use the marketing and any collateral associated with the sale of the Property to promote the sale of any other property.

9. Your commitments

9.1 If requested, you must provide us with copies of the following documents relating to the sale of your Property within 7 days of request:

- (18) Agency Agreement;
- (19) documentation validating the Sale Cost activities to be funded under this Credit Contract;
- (20) Contract of Sale; and
- (21) any other information reasonably requested by us.

10. Default

NOTE: The events which may cause you to default under your loan are listed below. You may default under your loan even if you have made all your payments.

10.1 If:

- (22) you breach any term of this Credit Contract;
- (23) an event under clause 10.2 occurs; or
- (24) any security or guarantee is terminated or is of reduced force and effect:
then:
 - (25) we will not be obliged to lend you any more money and we can stop any draw downs; and
 - (26) we may rectify the breach or event of default by performing your obligations under this Credit Contract.

10.2 You will be in default under this Credit Contract if any of the following events occur:

- (1) you do not pay any amount due under this Credit Contract by the due date;
- (2) you either end or suspend the sale campaign for your Property (including ending the sale advertising);

- (3) either you or the purchaser rescind or terminate the Contract of Sale at any time irrespective of whether the contract for sale is conditional or unconditional;
- (4) you materially breach any of the warranties set out in clause 8 or any of the commitments set out in clause 9;
- (5) we discover that any information provided by you is incorrect or misleading in a material respect and is such that we would have not entered into this Credit Contract if we had known the correct information;
- (6) you do not use the loan for the agreed Purpose;
- (7) you use the loan for an illegal or improper purpose, or to finance an illegal or improper activity;
- (8) you become bankrupt, enter into a Part IX agreement pursuant to the provisions of the Bankruptcy Act 1966 (Cth), or become subject to any similar arrangement under any law;
- (9) we reasonably believe that we were induced by fraud to enter into this Credit Contract;
- (10) the Property becomes subject to a mortgage or charge without our written consent (which will not be unreasonably withheld);
- (11) the Property is substantially damaged or destroyed;
- (12) you do not maintain any insurance required by us in connection with this Credit Contract; or
- (13) there is a material reduction in the value of the Property.

10.3 Subject to clauses 10.4 and 10.5, at any time after you default we can:

- (1) demand and require immediate payment of any money due to us under this Credit Contract;
- (2) declare that the Total Amount Owing is immediately due and payable and require payment of the Total Amount Owing;
- (3) exercise any right or power conferred by law or this Credit Contract (including any Security); or
- (4) take possession of and deal with the Property.

10.4 If a default event occurs, we will not:

- (1) require you to repay the Total Amount Owing;
- (2) take enforcement action against you: or
- (3) enforce any security held to secure your obligations under this Credit Contract,

unless

- (4) we have given you at least 30 days written notice of the default; and
 - (5) if the default is remediable, you have not remedied that default within 30 days.
- 10.5 We do not need to give you a default notice or wait 30 days before commencing enforcement action if:
- (1) we reasonably believe that we were induced by fraud by you to enter into this Credit Contract;
 - (2) we have made reasonable attempts to locate you without success; or
 - (3) a court authorises us to begin enforcement proceedings.
- 10.6 You acknowledge that if you are in default then, subject to the requirements of the law, we may report your default or negative payment information to credit reporting bodies.
- 10.7 We can take action after the default occurs even if the action does not take place promptly. We do not lose any rights or forgive any defaults unless we do so in writing.
- 10.8 We can execute any transfer, assignment, discharge, or other instrument we consider necessary for the enforcement or protection of our rights.
- 10.9 You irrevocably authorise us to sign all such transfers, assignments, discharges and other instruments in your name for the purpose set out in clause 7 (Secured Property) and give valid discharges for any amounts payable in relation to the sale of the Property.
- 10.10 We are not liable for any loss caused by the exercise, attempted exercise, failure to exercise, or delay in exercising any of our rights and remedies, except where such loss arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees or our agents.

11. Enforcement expenses

NOTE: If you default under your loan, enforcement expenses may be payable. This means that you may have to pay any of our reasonable costs incurred in maintaining the Property, collection expenses, and any other internal or external costs we incur as a result of your default.

- 11.1 Enforcement expenses may become payable under this Credit Contract and any security if you breach this Credit Contract or if an event of default occurs. We may debit your facility with our enforcement expenses at any time after they are incurred, and we may then require you to pay these costs promptly after our demand (including by using any direct debit or similar authority you have given us), or require them to be repaid by one or more repayments.

- 11.2 Enforcement expenses payable by you will not exceed our reasonable enforcement expenses, including internal costs.
- 11.3 Enforcement expenses include our costs in preserving, maintaining, or selling the Property (including insurance), collection expenses, expenses resulting from dishonour of a payment, and any internal or external costs we incur as a result of you breaching this Credit Contract or an event of default occurring (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher).
- 11.4 You indemnify us from and against any expense, loss, loss of profit, damage, or liability which we incur as a consequence of a breach of this Credit Contract or an event of default occurring, except where such loss arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents, or a receiver we appoint, or is otherwise recovered by us.

12. Default Interest

IMPORTANT: If you do not make any payment by the due date, you must pay Default Interest on the overdue amount until it is paid.

- 12.1 If any amount due by you is not paid on the due date, you must pay Default Interest on the overdue amount until the overdue amount plus the Default Interest on that amount is paid. You will also be liable for any default fees specified in the Financial Table (as varied from time to time).
- 12.2 If for any reason the total amount you owe us becomes due, interest at the applicable Default Interest Rate is payable on the entire amount.
- 12.3 Acting reasonably, we may change the Default Interest Rate at any time without your consent. You will be notified of any changes in the Default Interest Rate as set out in clause 15 (Changes we can make to this Credit Contract).
- 12.4 Default Interest is debited to your facility monthly in arrears on the same day of each month as the Loan Date and on the date you repay the facility in full. If the day on which Default Interest is due to be debited is not a Business Day, Default Interest will be debited on the next Business Day. If the day on which Default Interest is due to be debited is the 29th, 30th or 31st of a month with no such date, Default Interest will be debited on the last Business Day of that calendar month.

13. Privacy

- 13.1 You consent to us collecting information about you and, if relevant, your shareholders, directors, officers, consultants, contractors, and other third parties

acting on your behalf. We collect, hold, use and disclose personal information and commercial credit information for the purpose of:

- (4) providing and delivering our products and services to you;
- (5) marketing our products and services;
- (6) establishing and managing the relationship with you;
- (7) exercising our rights and obligations;
- (8) performing any administrative operations; and
- (9) collecting payments.

13.2 We cannot provide our products and services without collecting the required information.

13.3 We may obtain from, or disclose to, a credit reporting body consumer or commercial credit reporting information about you and, if relevant, your shareholders, directors, officers, consultants, contractors, and other third parties acting on your behalf for the purposes:

- (1) of assessing your application for our products and services;
- (2) of collecting overdue payments relating to our products and services;
- (3) of reporting details of any fraud or other serious credit infringement; or
- (4) permitted under the Privacy Act 1988 (Cth).

13.4 We exchange personal and credit information with our related bodies corporate, agents, contractors, external advisors, mercantile agents, financiers, and insurers to accomplish our purposes as set out above.

13.5 We aim to ensure that the personal and commercial credit information we hold about you is complete, relevant, up-to-date and not misleading. Our Privacy Policy sets out more information about:

- (1) how to obtain access to the personal information, commercial credit information and credit eligibility information held by us;
- (2) how to seek correction of the personal information, commercial credit information and credit eligibility information held by us;
- (3) how to complain about a suspected breach of privacy by us; and
- (4) how we will deal with such complaints.

13.6 To obtain a copy of that policy visit <https://www.listsure.com.au/privacy-policy>.

14. Electronic authorisation

14.1 You consent to us sending you notices and other documents in connection with your dealings with us by email or by the member log-in area via our website.

14.2 You understand that upon giving this consent:

- (5) we will either make all notices, statutory disclosures, statements of account, copy of the Credit Contract and other documents available for a reasonable period of time in the members log-in area on our website for retrieval by you, or we will send you such documents by e-mail or other form of electronic communication;
- (6) if the information is displayed in the members log-in area, we will promptly send you an email to the nominated email address notifying you that information is available for retrieval from our website and notify you of the nature of that information;
 - (a) we will not send paper copies of any document unless required by law; and
 - (b) you must regularly check your nominated email address for notices.

14.3 You acknowledge that:

- (1) you will not receive your Credit Contract, security and other documents and notices for the loan by post or in paper-based format;
- (2) you must regularly check your email for documents and other communications regarding your loan; and
- (3) you have the right to withdraw your consent to the giving of notices and other documents by electronic communication (email) at any time.

15. Changes we can make to this Credit Contract

NOTE: We can make changes to this Credit Contract at any time. In making changes we will act reasonably. We will endeavour to give you reasonable notice of changes.

15.1 Acting reasonably, we can change or vary any term of this Credit Contract:

- (4) that deals with the pricing of your loan, such as Credit Fees and Charges, repayments and any interest rate (but subject to any specific agreement such as a fixed rate period);
- (5) that deals with the day you make repayments or we debit interest or fees to your facility;
- (6) to accommodate a change in law or market practice;
- (7) to accommodate a change in technology or other ways of communication;
- (8) to accommodate a change in payment methods; or
- (9) to make any other reasonable change.

15.2 If you are not satisfied with any change or variation to this Credit Contract you may repay the Total Amount Owed and we will not charge you any fees for terminating this Credit Contract.

15.3 We will give you:

- (1) not less than 20 days notice of a change to the manner in which interest is calculated or applied;
- (2) notice of a change to any interest rate(s) applicable to your Credit Contract not later than the day on which the change takes effect;
- (3) not less than 20 days notice of a change to the amount, frequency or due date of your repayments;
- (4) not less than 20 days notice of a change to the Credit Fees and Charges payable;
- (5) notice of a change to any government charge or tax not later than the day on which the change takes effect; and
- (6) not less than 20 days notice of any other change we make to this Credit Contract.

15.4 We may give you a shorter notice period or no notice if the change is not adverse to you or reduces your obligations.

15.5 We will give you notice of any change to this Credit Contract either in writing (including by electronic means) or by publishing a notice that is accessible to you and reasonably prominent. Any variation will take effect from the date specified in the notice of change we give you.

16. General

16.1 You must pay to us any government duties, taxes or other charges on receipts, duties or withdrawals that apply to your loan.

16.2 If any provision of this Credit Contract is illegal, or becomes illegal at any time, the affected provision will cease to have effect but the balance of this Credit Contract will remain in full force and effect, and we may by notice vary this Credit Contract so that the provision is no longer illegal.

16.3 To the extent that this Credit Contract is regulated under consumer legislation (for example, the National Credit Code) or any other law then any provision of this Credit

Contract which does not comply with that law will have no effect and to the extent necessary this Credit Contract is to be read so that it does not impose obligations prohibited by that law.

- 16.4 Subject to any applicable laws, we may give you any notice, statement, demand, or court document (including any collection notice, default notice, court originating process or other court document) by:
- (7) giving it to you personally;
 - (8) leaving it at or posting it to your residential address provided in your application form or as notified by you in writing to us from time to time;
 - (9) emailing it to your email address provided in your application form or as notified by you in writing to us from time to time;
 - (10) SMS or by other means of electronic communication; or
 - (11) any other way authorised by law.
- 16.5 We will give you a statement of account in relation to your continuing Credit Contract at least once every 3 months.
- 16.6 We may, in our absolute discretion, elect to waive or delay the exercise of a power or right under this Credit Contract. A waiver of a power or a right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given. A waiver is not effective unless it is in writing (including digital writing).
- 16.7 We may at any time assign, novate, or otherwise deal with our rights under this Credit Contract, any Security, and any document or agreement entered into or provided under or in connection with this Credit Contract in any way. We may disclose information about you, this Credit Contract or any Security to anybody involved in any actual or proposed assignment, novation, or dealing by us with our rights under this Credit Contract and any Security in any way. Any dealing with our rights does not change your obligations under this Credit Contract or any Security in any way.

NOTE: We may at any time assign or otherwise deal with our rights and obligations under your loan without your consent and without notifying you first. We may disclose information about you, this Credit Contract, or any Security to any third party involved in an actual or proposed assignment or dealing by us, and that disclosure may be in a form that may enable that third party to identify you.

- 16.8 You cannot assign, novate, or otherwise deal with your rights or obligations under this Credit Contract, Security, and any document or agreement entered into or provided under or in connection with this Credit Contract.
- 16.9 Each party confirms their intention to enter into a binding legal agreement and agrees:

- (1) that the electronic signature of a party to this Credit Contract is intended to authenticate this agreement and have the same force and effect as a handwritten signature; and
- (2) consents to any reasonable method used to identify the signatories to this Credit Contract.

16.10 The law of New South Wales governs this Credit Contract. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

17. Definitions and interpretation

17.1 In this Credit Contract the following words are defined as follows:

- (3) **Agency Agreement** means an agency agreement or sale authority between a real estate agency and you, giving the real estate agency the rights to market and sell the Property.
- (4) **Business Day** means a day that is not a Saturday or Sunday, or a New South Wales or Commonwealth public holiday on which banks are generally not open to conduct business in New South Wales.
- (5) **Contract of Sale** means a contract for the sale of the Property between you as a vendor and a purchaser.
- (6) **Credit Contract** means the loan contract which is comprised of the Schedule and these Terms and Conditions, including any variations.
- (7) **Credit Fees and Charges** has the meaning set out in the Financial Table in the Schedule.
- (8) **Default Interest** has the meaning set out in the Financial Table in the Schedule.
- (9) **Default Interest Rate** means the rate set out in the Financial Table in the Schedule, calculated daily.
- (10) **Disclosure Date** means the date specified in the Schedule.
- (11) **Initial Draw Down Amount** has the meaning set out in the Financial Table in the Schedule.
- (12) **Loan Date** has the meaning set out in the Financial Table in the Schedule.
- (13) **Major Internet Portals** means either www.realestate.com.au or www.domain.com.au.
- (14) **Maximum Credit Limit** has the meaning set out in the Financial Table in the Schedule .
- (15) **PPS Act** means the *Personal Property Securities Act 2009 (Cth)*.

- (16) **Property** means the property specified in the Schedule subject to the Security.
- (17) **Purpose** has the meaning set out in the Financial Table in the Schedule.
- (18) **Repayment Date** has the meaning set out in the Financial Table in the Schedule.
- (19) **Sale Costs** means expenses related to the sale of your Property that include:
- (a) marketing and advertising costs;
 - (b) property styling;
 - (c) pest and building inspection;
 - (d) minor repairs and maintenance; and
 - (e) other ancillary sale costs.
- (20) **Security** has the meaning set out in the Financial Table in the Schedule, and includes without limitation the mortgage and any security interest that secures your obligations.
- (21) **Sold or Sell** means the execution and exchange of a Contract of Sale.
- (22) **Term** has the meaning set out in the Financial Table in the Schedule.
- (23) **Total Amount Owning** means the total amount outstanding from time to time comprising:
- (a) the Initial Draw Down Amount, plus any subsequent draw downs;
 - (b) all accrued Credit Fees and Charges; and
 - (c) any Default Interest.

17.2 In this Credit Contract

- (1) A reference to the singular includes the plural;
- (2) A reference to a document includes any variation or replacement of it;
- (3) A reference to a person includes any other entity recognised by law;
- (4) A reference to a personal or a party to this Credit Contract includes its successors and permitted assigns;
- (5) Headings are for ease of reference only and not to assist interpretation; and
- (6) Use of examples is illustrative of the context only and does not limit the natural meaning of the terms of this Credit Contract.

Information Statement

Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact your credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

THE CONTRACT	
1.	<p>How can I get details of my proposed credit contract?</p> <p>Your credit provider must give you a pre contractual statement containing certain information about your contract. The pre contractual statement, and this document, must be given to you before-</p> <ul style="list-style-type: none">• your contract is entered into; or• you make an offer to enter into the contract, whichever happens first.
2.	<p>How can I get a copy of the final contract?</p> <p>If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the credit provider has previously given you a copy of the contract document to keep.</p> <p>If you want another copy of your contract write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy -</p> <ul style="list-style-type: none">• within 14 days of your written request if the original contract came into existence 1 year or less before your request; or• otherwise within 30 days of your written request
33.	<p>Can I terminate the contract?</p> <p>Yes. You can terminate the contract by writing to the credit provider so long as –</p> <ul style="list-style-type: none">• you have not obtained any credit under the contract; or• a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract. <p>However, you will still have to pay any fees or charges incurred before you terminated the contract.</p>
4.	<p>Can I pay my credit contract out early?</p> <p>Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.</p>
5.	<p>How can I find out the pay out figure?</p> <p>You can write to your credit provider at any time and ask for a statement of the</p>

	<p>pay out figure as at any date you specify. You can also ask for details of how the amount is made up.</p> <p>Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.</p>
6.	<p>Will I pay less interest if I pay out my contract early?</p> <p>Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.</p>
7.	<p>Can my contract be changed by my credit provider?</p> <p>Yes, but only if your contract says so.</p>
8.	<p>Will I be told in advance if my credit provider is going to make a change in the contract?</p> <p>That depends on the type of change. For example-</p> <ul style="list-style-type: none"> • you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper. • you get 20 days advance written notice for- <ul style="list-style-type: none"> ○ a change in the way in which interest is calculated; ○ a change in credit fees and charges; or ○ any other changes by your credit provider; <p>Except where the change reduces what you have to pay or the change happens automatically under the contract.</p>
9.	<p>Is there anything I can do if I think that my contract is unjust?</p> <p>Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement. If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints The AFCA scheme can be contacted at 1800 931 678, info@afca.org.au and GPO Box 3, Melbourne VIC 3001.</p> <p>Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.</p> <p>You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at http://www.asic.gov.au.</p>
INSURANCE	
10.	<p>Do I have to take out insurance?</p> <p>Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot insist that you use any particular insurance company.</p>

11.	<p>Will I get details of my insurance cover?</p> <p>Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.</p> <p>Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.</p> <p>You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.</p>
12.	<p>If the insurer does not accept my proposal, will I be told?</p> <p>Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.</p>
13.	<p>In that case, what happens to the premiums?</p> <p>Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.</p>
14.	<p>What happens if my credit contract ends before any insurance contract over mortgaged property?</p> <p>You can end the insurance contract and get a proportionate rebate of any premium from the insurer.</p>
MORTGAGES	
15.	<p>If my contract says I have to give a mortgage, what does this mean?</p> <p>A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.</p>
16.	<p>Should I get a copy of my mortgage?</p> <p>Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into. However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.</p>
17.	<p>Is there anything that I am not allowed to do with the property I have mortgaged?</p> <p>The law says you cannot assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.</p>
18.	<p>What can I do if I find that I cannot afford my repayments and there is a mortgage over property?</p> <p>See the answers to questions 22 and 23. Otherwise you may-</p> <ul style="list-style-type: none"> • if the mortgaged property is goods - give the property back to your credit

	<p>provider, together with a letter saying you want the credit provider to sell the property for you;</p> <ul style="list-style-type: none"> • sell the property, but only if your credit provider gives permission first; OR • give the property to someone who may then take over the repayments - but only if your credit provider gives permission first. <p>If your credit provider won't give permission, you can contact the AFCA scheme for help.</p> <p>If you have a guarantor, talk to the guarantor who may be able to help you.</p> <p>You should understand that you may owe money to your credit provider even after mortgaged property is sold.</p>
19.	<p>Can my credit provider take or sell the mortgaged property?</p> <p>Yes, if you have not carried out all of your obligations under your contract.</p>
20.	<p>If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?</p> <p>Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.</p>
21.	<p>When can my credit provider or its agent come into a residence to take possession of mortgaged goods?</p> <p>Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.</p>
GENERAL	
22.	<p>What do I do if I cannot make a repayment?</p> <p>Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:</p> <ul style="list-style-type: none"> • to extend the term of the contract and reduce payments; or • to extend the term of your contract and delay payments for a set time; or • to delay payments for a set time.
23.	<p>What if my credit provider and I cannot agree on a suitable arrangement?</p> <p>If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.</p> <p>If the credit provider still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 25.</p>
24.	<p>Can my credit provider take action against me?</p> <p>Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme, or get legal advice.</p>
25.	<p>Do I have any other rights and obligations?</p>

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT 1800 931 678, INFO@AFCA.ORG.AU AND GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Irrevocable Authority and Payment Direction

To:	Legal or Conveyancing Practice representing the Vendor in the sale of the Property
Vendor:	Colin James Parkes of 19 Station Road, Gembrook VIC 3783
Property:	19 Station Road, Gembrook VIC 3783, being the Property to be sold
Payment Amount:	\$25,121.50 plus other amounts as notified in writing
Date:	19/08/2024

To the Legal or Conveyancing Practice,

I hereby irrevocably authorise and direct you to pay the Fee to ListSure Retail Finance Pty Ltd ACN 655 912 977 (**ListSure**) at settlement of the Property, utilising the proceeds of the sale, prior to any distribution of surplus funds to me.

I acknowledge and agree that I am unable to revoke this authority and it is on this basis that ListSure has agreed to defer payment of the Payment Amount until settlement of the sale of the Property.


Please ensure that the Payment Amount is paid to the following account on settlement:

Bank: Macquarie Bank
Account Name: ListSure Retail Finance Funding Account
BSB: 182 222
Account Number: 305 600 264
Reference: 58289

The bank account details and Payment Amount can be verified by contacting the following number: **(02) 9068 1822**.

By signing below, I agree to the terms and conditions outlined in this Irrevocable Authority and Payment Direction.

The Client electronically signed this Irrevocable Authority and Payment Direction using the following details:

Signature	
Full name	Colin James Parkes of 19 Station Road, Gembrook VIC 3783
Contact number	+61 429 793 275
Email	colinjparkes@gmail.com
Date of birth	10/12/1954
IP address	1.145.162.114
Location of IP address	AU
Date and time stamp	19/08/2024, 7:49:55 pm

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 28 August 2024 02:04 PM

PROPERTY DETAILS

Address: **1/19 STATION ROAD GEMBROOK 3783**
Lot and Plan Number: **Lot 1 PS915302**
Standard Parcel Identifier (SPI): **1\PS915302**
Local Government Area (Council): **CARDINIA**
Council Property Number: **5000034747**
Planning Scheme: **Cardinia**
Directory Reference: **Melway 312 H9**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **MONBULK**

OTHER

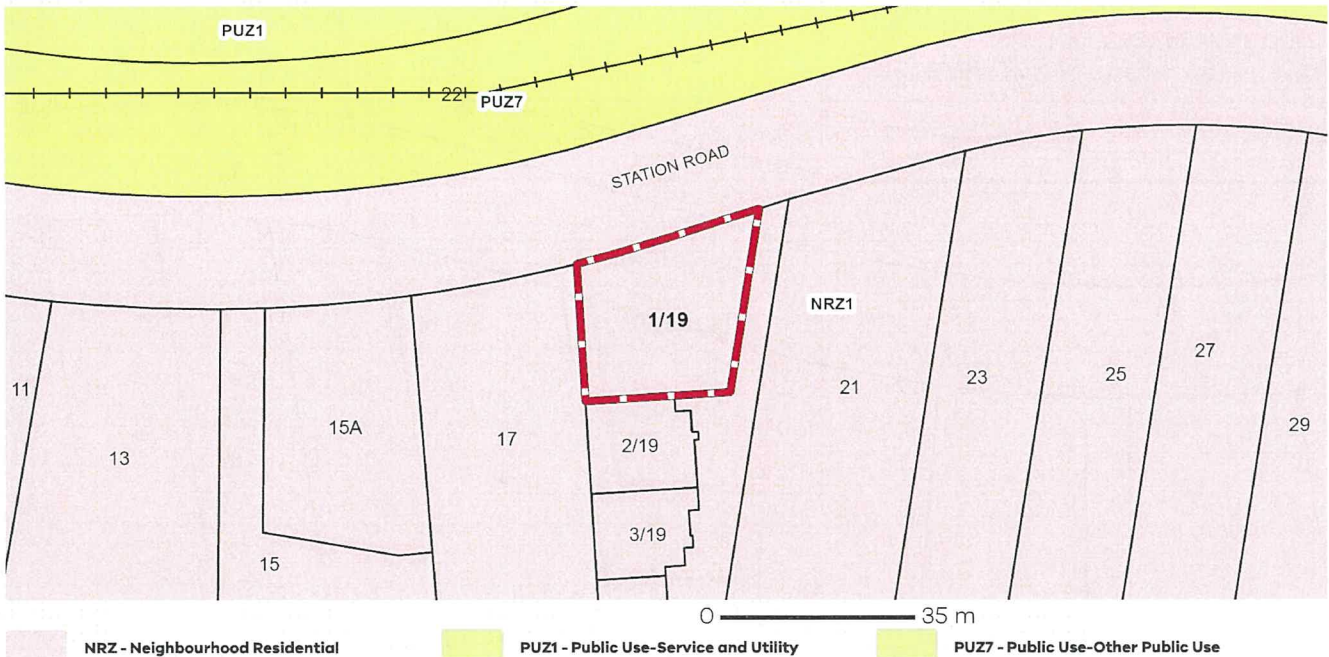
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)



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

Copyright © - State Government of Victoria

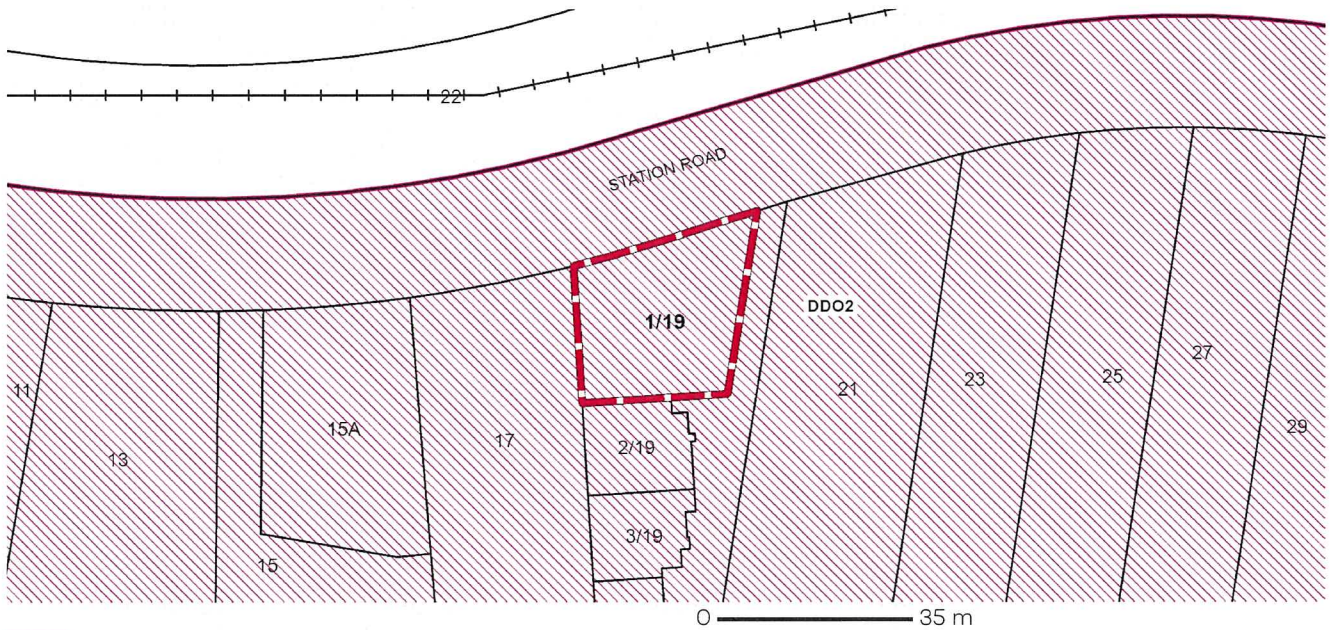
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (DDO2)

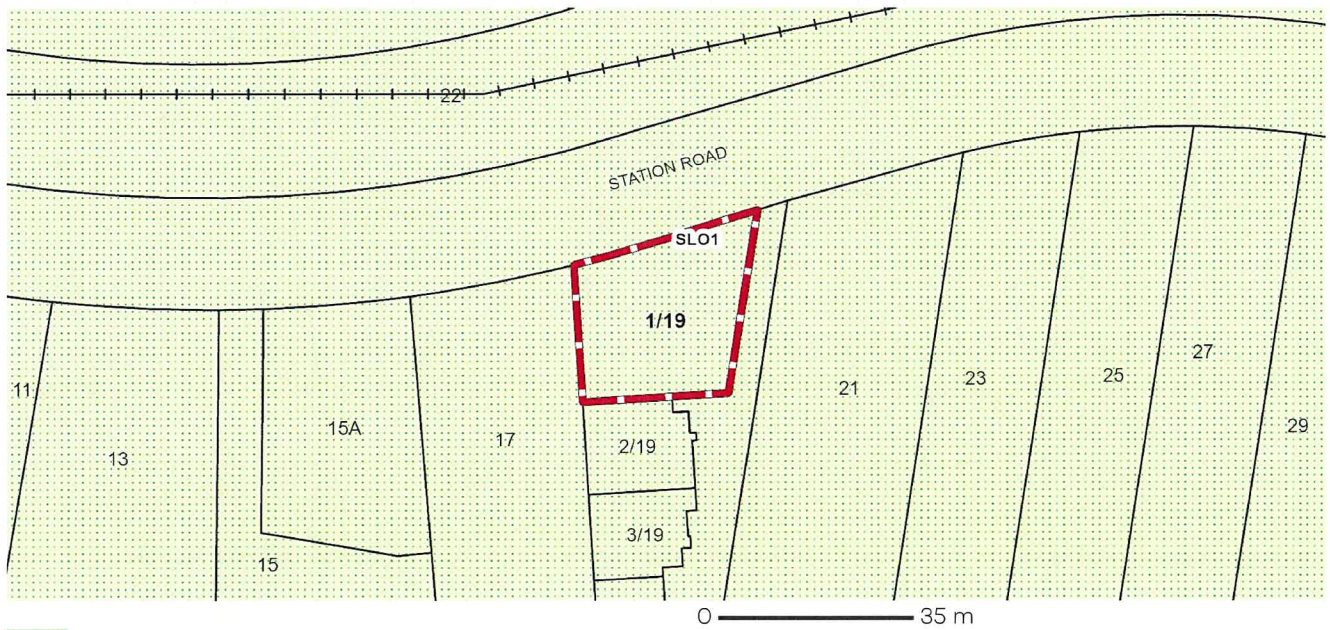


DDO - Design and Development Overlay Railway line

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 (SLO1)



SLO - Significant Landscape Overlay Railway line

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

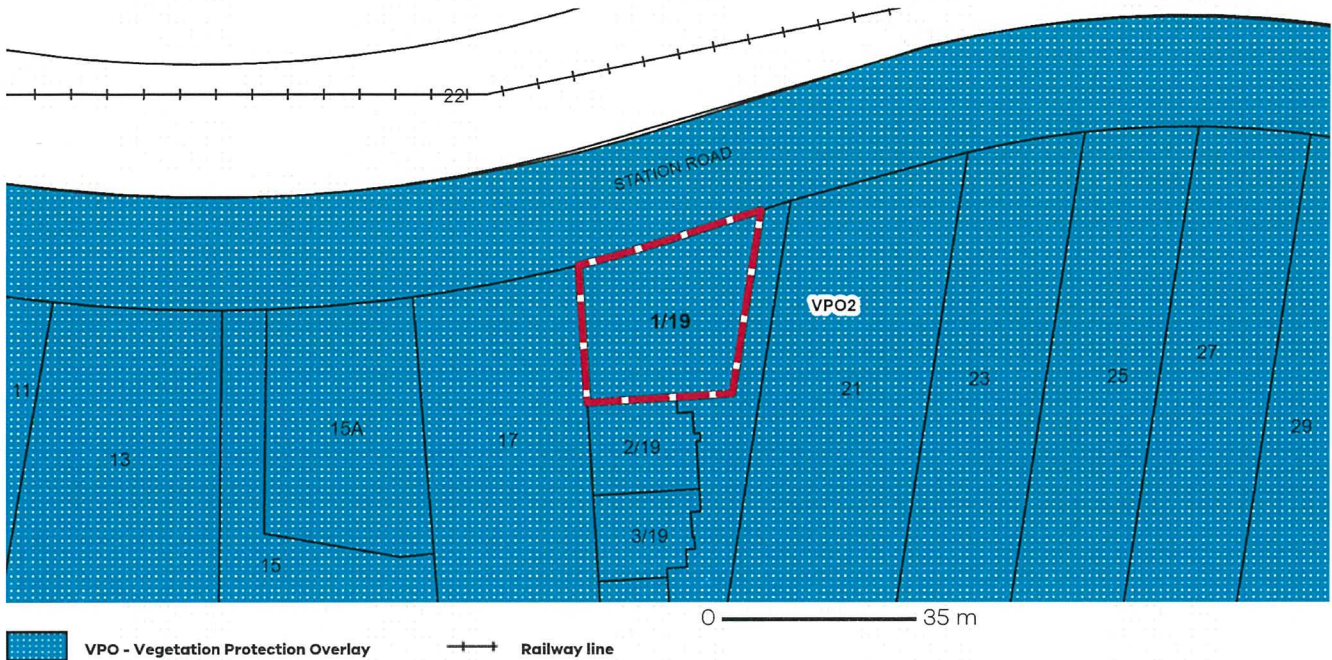
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



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

Further Planning Information

Planning scheme data last updated on 21 August 2024.

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

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

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

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

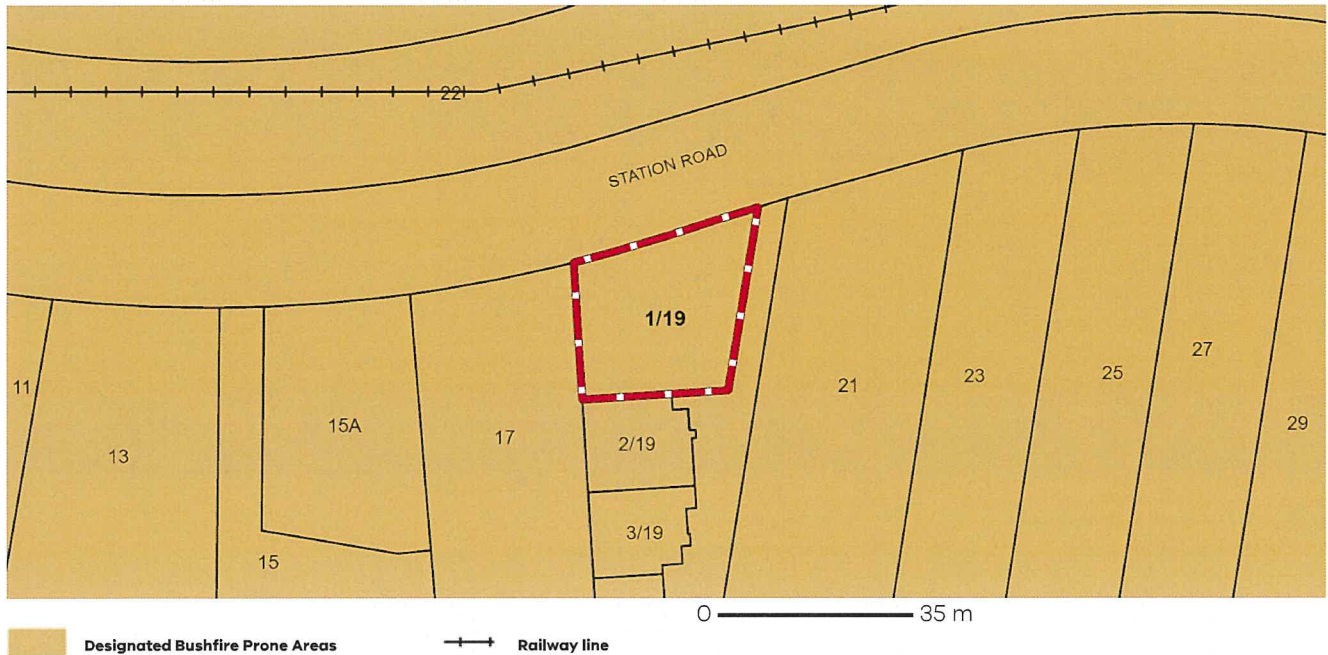
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

Due diligence checklist

What you need to know before buying a residential property

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