SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	KATHARINA STOREY
Property:	UNIT 2, 119A UNDERWOOD ROAD, FERNTREE GULLY, VIC, 3156

VENDORS REPRESENTATIVE MOUNTAIN CONVEYANCING

Tel: 03 9754 7615 Email: office@mountainconveyancing.com.au

Ref: 25-7765

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings <u>AND</u> any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Knox City Council	See attached certificate	Per annum
South East Water	See attached certificate	Per annum
Owners Corporation #RP007050	See attached certificate	Per annum

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:- None to the vendors knowledge

Their total does not exceed \$5,000.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

32A(ca) Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a)	The Australian Valuation Property	AVPC No:120
	Classification Code (within the meaning of	
	the CIPT Act) most recently allocated to the	
	land is set out in the attached Municipal	
	rates notice or property clearance certificate	
	or is as follows	
(b)	Is the land tax reform scheme land within	⊠NO
	the meaning of the CIPT Act?	
(c)	If the land is tax reform scheme land within	☑ Not applicable
	the meaning of the CIPT Act, the entry date	
	within the meaning of the CIPT Act is set	
	out in the attached Municipal rates notice or	
	property clearance certificate or is as	
	follows	

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Knox Planning Scheme
Responsible Authority: Knox City Council
Zoning: See attached certificate
Planning Overlay/s: See attached certificate

(e) Subject to Existing Tenancy – See attached

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- if applicable see attached otherwise none to the Vendors knowledge. However the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable
- (d) If the property sold includes a swimming pool as defined in the Building Regulations 2006 (Vic) (the "Regulations") in respect of which suitable barriers as defined in the Regulations have not been provided, then the purchaser does hereby acknowledge, agree and declare that it shall be the purchaser's responsibility at their sole cost and expense to construct suitable barriers in compliance with the Regulations and to the satisfaction of the responsible authority with the time prescribed in the Regulations.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):- Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act* 2006.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT
 - land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

32H	SERVICES
-----	-----------------

The following are not connected if mark with X					
Electricity	Gas supply	Water supply	Sewerage	Telephone services	
C					

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are 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/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s 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 Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing 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) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist

DATE OF THIS STATEMENT	/20
Name of the Vendor	
KATHARINA STOREY	
Signature/s of the Vendor	
×	

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT	/20
Name of the Purchaser	
Signature/s of the Purchaser	
×	

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give

you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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





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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,

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

Page 1 of 1

VOLUME 09129 FOLIO 775

Security no : 124124111868Y Produced 02/05/2025 10:06 AM

LAND DESCRIPTION

Lot 2 on Registered Plan of Strata Subdivision 007050. REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED PARENT TITLE Volume 08975 Folio 907 Created by instrument G9307 23/02/1976

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KATHARINA STOREY of UNDERWOOD ROAD FERNTREE GULLY VIC 3156
AT616768N 18/09/2020

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE RP007050 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 119A UNDERWOOD ROAD FERNTREE GULLY VIC 3156

ADMINISTRATIVE NOTICES

NIL

eCT Control 19097Y MOUNTAIN CONVEYANCING Effective from 18/09/2020

OWNERS CORPORATIONS

The land in this folio is affected by OWNERS CORPORATION PLAN NO. RP007050

DOCUMENT END

Title 9129/775 Page 1 of 1

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

Page 1 of 1

VOLUME 09129 FOLIO 778

Security no : 124124112235A Produced 02/05/2025 10:13 AM

LAND DESCRIPTION

Lot 5 on Registered Plan of Strata Subdivision 007050. CAR PARK PARENT TITLE Volume 08975 Folio 907 Created by instrument G9307 23/02/1976

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KATHARINA STOREY of UNDERWOOD ROAD FERNTREE GULLY VIC 3156
AT616768N 18/09/2020

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE RP007050 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: UNDERWOOD ROAD FERNTREE GULLY VIC 3156

ADMINISTRATIVE NOTICES

NIL

eCT Control 19097Y MOUNTAIN CONVEYANCING Effective from 18/09/2020

OWNERS CORPORATIONS

The land in this folio is affected by OWNERS CORPORATION PLAN NO. RP007050

DOCUMENT END

Title 9129/778 Page 1 of 1

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PLAN OF STRATA SUBDIVISION

EDITION 1

RP007050

LOCATION OF LAND

PARISH: SCORESBY

TOWNSHIP:

SECTION: -

CROWN ALLOTMENT: 53G (PART)

CROWN PORTION:

TITLE REFERENCE: VOL. 8975 FOL. 907 LAST PLAN REFERENCE: LOT 35 ON LP 6353

DEPTH LIMITATION: DOES NOT APPLY

POSTAL ADDRESS: 119A UNDERWOOD ROAD,

FERNTREE GULLY 3156

FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

SURVEYOR'S CERTIFICATE

Surveyor: IAN HUGH QUAKE Certification Date: 13/08/1975

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967

by CITY OF KNOX on 21/10/1975

REGISTERED DATE: 23/02/1976

PLAN UPDATED BY REGISTRAR IN AN661031Q: 14/03/2019

LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 8 IS A SINGLE STOREY BUILDING.

THE UPPER BOUNDARY OF LOTS 1 TO 8 IS SIX METRES ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT. THE LOWER BOUNDARY OF THESE LOTS IS ONE METRE BELOW THAT PART OF THE SITE.

LOTS 5 TO 8 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.
THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS

COLUMN 1 COLUMN 2
LOTS 1 TO 4 LOTS 5 TO 8

REGISTRATION OF DEALINGS WITH THE LOTS SPECIFIED IN COLUMN 1 IS RESTRICTED.

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	DRAINAGE	1.52m	LP 6353	LOTS ON LP 6353	COMMON PROPERTY
E-1	ANY EASEMENTS	1.52m	SEE VOL. 8975 FOL. 907	UNSPECIFIED	COMMON PROPERTY

RP007050 PLAN OF STRATA SUBDIVISION COMMON PROPERTY PROPERT 3 2 STREET VERONICA SCALE OF METRES MEASUREMENTS ARE IN METRES SHEET 2

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PLAN OF STRATA SUBDIVISION

EDITION 1

RP007050

LOCATION OF LAND

PARISH: SCORESBY

TOWNSHIP:

SECTION: -

CROWN ALLOTMENT: 53G (PART)

CROWN PORTION:

TITLE REFERENCE: VOL. 8975 FOL. 907 LAST PLAN REFERENCE: LOT 35 ON LP 6353

DEPTH LIMITATION: DOES NOT APPLY

POSTAL ADDRESS: 119A UNDERWOOD ROAD,

FERNTREE GULLY 3156

FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

SURVEYOR'S CERTIFICATE

Surveyor: IAN HUGH QUAKE Certification Date: 13/08/1975

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967

by CITY OF KNOX on 21/10/1975

REGISTERED DATE: 23/02/1976

PLAN UPDATED BY REGISTRAR IN AN661031Q: 14/03/2019

LEGEND

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LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.
THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS

COLUMN 1 COLUMN 2
LOTS 1 TO 4 LOTS 5 TO 8

REGISTRATION OF DEALINGS WITH THE LOTS SPECIFIED IN COLUMN 1 IS RESTRICTED.

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	DRAINAGE	1.52m	LP 6353	LOTS ON LP 6353	COMMON PROPERTY
E-1	ANY EASEMENTS	1.52m	SEE VOL. 8975 FOL. 907	UNSPECIFIED	COMMON PROPERTY

MEASUREMENTS ARE IN METRES

RP007050 PLAN OF STRATA SUBDIVISION COMMON PROPERTY PROPERT 3 2 STREET VERONICA SCALE OF METRES MEASUREMENTS ARE IN METRES SHEET 2



Owners Corporation Search Report

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OWNERS CORPORATION PLAN NO. RP007050

The land in RP007050 is affected by 1	Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 8.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

12/54 BAKERS ROAD COBURG NORTH VIC 3058

AX599850J 16/01/2024

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:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	24	24
Lot 2	24	24
Lot 3	24	24
Lot 4	24	24
Lot 5	1	1
Lot 6	1	1





Owners Corporation Search Report

Produced: 02/05/2025 10:06:21 AM

OWNERS CORPORATION PLAN NO. RP007050

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	1	1
Lot 8	1	1
Total	100.00	100.00

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

Statement End.





Owners Corporation Search Report

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OWNERS CORPORATION PLAN NO. RP007050

The land in RP007050 is affected by 1 Owners Corporation(s)	
Land Affected by Owners Corporation: Common Property, Lots 1 - 8.	
Limitations on Owners Corporation: Unlimited	
Postal Address for Services of Notices: 12/54 BAKERS ROAD COBURG NORTH VIC 3058	
AX599850J 16/01/2024	
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:	
Additional Owners Corporation Information:	

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	24	24
Lot 2	24	24
Lot 3	24	24
Lot 4	24	24
Lot 5	1	1
Lot 6	1	1





Owners Corporation Search Report

Produced: 02/05/2025 10:13:18 AM

OWNERS CORPORATION PLAN NO. RP007050

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	1	1
Lot 8	1	1
Total	100.00	100.00

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

Statement End.



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1134490

APPLICANT'S NAME & ADDRESS

MELANIA SERWYLO C/- LANDATA

MELBOURNE

VENDOR

STOREY, KATHARINA

PURCHASER

NOT APPLICABLE, NOT APPLICABLE

REFERENCE

STOREY 7765

This certificate is issued for:

LOT 2 PLAN RP7050 ALSO KNOWN AS 2/119A UNDERWOOD ROAD FERNTREE GULLY KNOX CITY

The land is covered by the:

KNOX PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1

- is within a SPECIAL BUILDING OVERLAY

and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 3 and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3

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

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

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

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

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

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

LANDATA®

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

02 May 2025 Sonya Kilkenny Minister for Planning

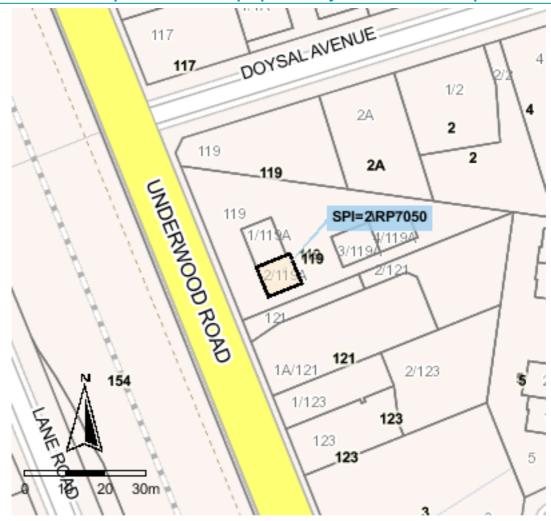


The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement







From www.planning.vic.gov.au at 07 May 2025 02:52 PM

PROPERTY DETAILS

Address: 2/119A UNDERWOOD ROAD FERNTREE GULLY 3156

Lot and Plan Number: Lot 2 RP7050 2\RP7050 Standard Parcel Identifier (SPI):

Local Government Area (Council): KNOX www.knox.vic.gov.au

Council Property Number: 141444

<u>Planning Scheme - Knox</u> Planning Scheme: Knox

Directory Reference: Melway 74 B1

UTILITIES STATE ELECTORATES

Rural Water Corporation: **Southern Rural Water** Legislative Council: **EASTERN VICTORIA**

South East Water Legislative Assembly: **MONBULK** Melbourne Water Retailer:

Melbourne Water: Inside drainage boundary

Power Distributor: **AUSNET 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.

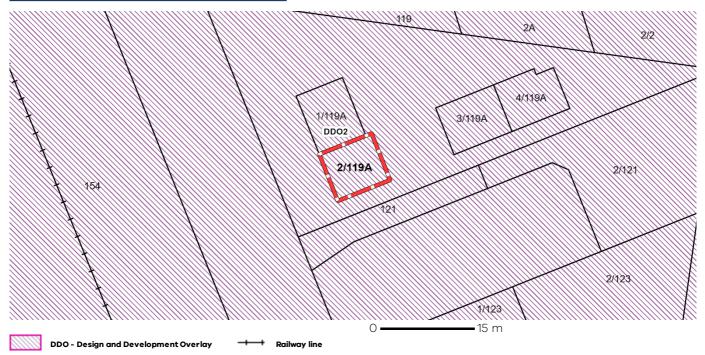
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Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO) DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (DDO2)



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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 3 (ESO3)



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

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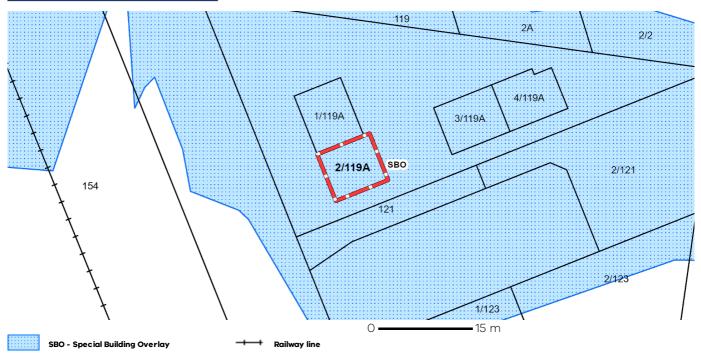
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Planning Overlays

SPECIAL BUILDING OVERLAY (SBO)

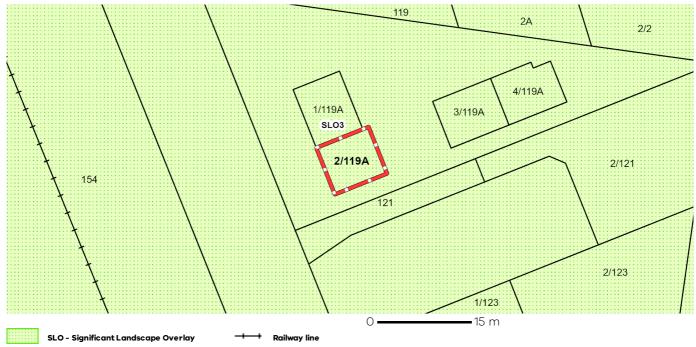
SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



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 3 (SLO3)



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

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Areas of Aboriginal Cultural Heritage Sensitivity

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

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

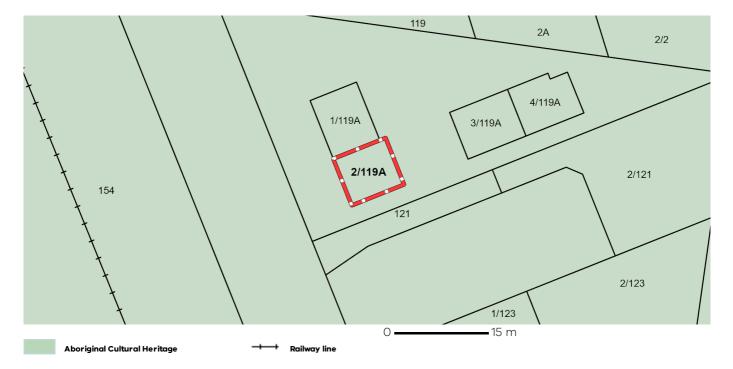
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



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Further Planning Information

Planning scheme data last updated on 01 May 2025.

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

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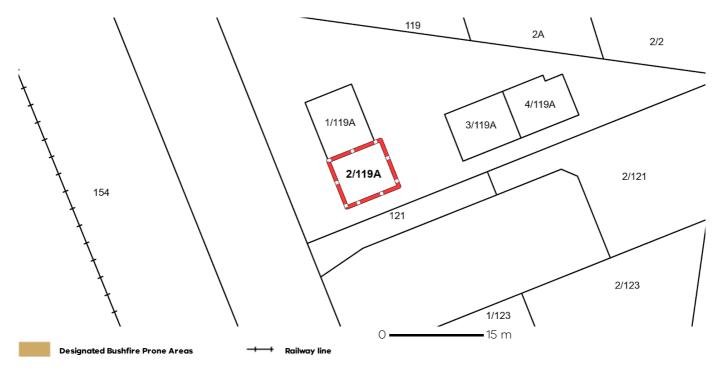


Designated Bushfire Prone Areas

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

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

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



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

 $Design ated BPA \ maps \ can \ be \ viewed \ on \ VicPlan \ at \ \underline{https://mapshare.vic.gov.au/vicplan/} \ or \ at \ the \ relevant \ local \ council.$

Create a BPA definition plan in VicPlan to measure the BPA.

 $Information for lot owners building in the BPA is available at \underline{https://www.planning.vic.gov.au.}\\$

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)

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5 May 2025

Property Information Certificate BUILDING ACT 1993 Building Regulations 2018 (Regulation 51)

Landata (Web Service)
LEVEL 12/2 Lonsdale St
MELBOURNE VIC 3000



Property Address:	Lot 2 LP 7050, Lot 5 LP 7050
	2/119A Underwood Road
	FERNTREE GULLY VIC 3156
Your Ref:	76646876-020-6:55311
Council Ref:	20030668

Details of any Permit or Certificate of Final Inspection issued by Council in the preceding ten (10) years:

No discoveries have been made.

Details of any Permit or Certificate of Final Inspection issued by Private Building Surveyors in the preceding ten (10) years:

No discoveries have been made.

Details of any current Notice or Order issued by the relevant building surveyor under the Building Act:

No discoveries have been made.

Important: There may be other building regulatory matters currently under investigation that are not listed. It is recommended to enquire with the property owner or agent whether there are any other outstanding building compliance matters to be addressed (including illegal building works, swimming pool and spa safety matters).

Details of any consents for demolition issued:

No discoveries have been made.

We trust the above information will be of assistance. For further information please contact us on 03 9298 8125.

Regards,

Business Support - City Planning and Building Knox City Council

For further information about this property you can also visit: Property and parcel search (land.vic.gov.au)

Property Clearance Certificate

Land Tax



MELANIA SERWYLO

Your Reference: LD:76646876-014-5.STOREY

Certificate No: 90352465

Issue Date: 05 MAY 2025

Enquiries: CXN2

Land Address: UNIT 2, 119A UNDERWOOD ROAD FERNTREE GULLY VIC 3156

 Land Id
 Lot
 Plan
 Volume
 Folio
 Tax Payable

 10160781
 2
 7050
 9129
 775
 \$975.00

Vendor: KATHARINA STOREY

Purchaser: NOT APPLICABLE NOT APPLICABLE

Current Land Tax Year Taxable Value (SV) Proportional Tax Penalty/Interest Total

MISS KATHARINA STOREY 2025 \$270,000 \$975.00 \$0.00 \$975.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax Year Taxable Value (CIV) Tax Liability Penalty/Interest Total

Comments:

Arrears of Land Tax Year Proportional Tax Penalty/Interest Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

2

Paul Broderick

Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$575,000

SITE VALUE (SV): \$270,000

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX

CHARGE:



\$975.00

Notes to Certificate - Land Tax

Certificate No: 90352465

Power to issue Certificate

 Pursuant to section 95AA of the Taxation Administration Act 1997, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. Pursuant to section 96 of the Land Tax Act 2005, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP Land Tax = \$975.00

Taxable Value = \$270,000

Calculated as \$975 plus (\$270,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,750.00

Taxable Value = \$575,000

Calculated as \$575,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249 Ref: 90352465

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 90352465

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate



Commercial and Industrial Property Tax

MELANIA SERWYLO

Your Reference: LD:76646876-014-5.STOREY 7765

Certificate No: 90352465

Issue Date: 05 MAY 2025

Enquires: CXN2

Land Address:	UNIT 2, 119A UNDERWOOD ROAD FERNTREE GULLY VIC 3156				
Land Id 10160781	Lot 2	Plan 7050	Volume 9129	Folio 775	Tax Payable \$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated use.	to the land is not a qualifying

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick

Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$575,000

SITE VALUE: \$270,000

CURRENT CIPT CHARGE: \$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90352465

Power to issue Certificate

 Pursuant to section 95AA of the Taxation Administration Act 1997, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

- The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the Valuation of Land Act 1960:
 - · a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
- 4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the Commercial and Industrial Property Tax Reform Act 2024 (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

- If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
- 6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

- 12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
- 13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
- 14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
- 15. An updated Certificate may be requested free of charge via our website. if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



MELANIA SERWYLO

Your LD:76646876-014-5.STOREY

Reference: 7765

Certificate No: 90352465

Issue Date: 05 MAY 2025

Land Address: UNIT 2, 119A UNDERWOOD ROAD FERNTREE GULLY VIC 3156

Lot Plan Volume Folio2 7050 9129 775

Vendor: KATHARINA STOREY

Purchaser: NOT APPLICABLE NOT APPLICABLE

WGT Property Id Event ID Windfall Gains Tax Deferred Interest Penalty/Interest Total

\$0.00 \$0.00 \$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick

Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 90352465

Power to issue Certificate

 Pursuant to section 95AA of the Taxation Administration Act 1997, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

- The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

- 4. Pursuant to section 42 of the Windfall Gains Tax Act 2021, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
- 5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
- 6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

- A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
- An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
- 11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Biller Code: 416073 Ref: 90352469

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 90352469

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

LAND INFORMATION CERTIFICATE SECTION 121 LOCAL GOVERNMENT ACT 2020 LOCAL GOVERNMENT (LAND INFORMATION) REGULATIONS 2021

Landata (Web Service) LEVEL 12/2 Lonsdale St MELBOURNE VIC 3000

APPLICANT REFERENCE: 76646876-018-3:55310

DATE: 02-May-2025 **CERTIFCATE NO.** 107669

BILLER CODE: 18077 REF. NO. 1414441

This certificate PROVIDES information regarding valuations, rates, charges, other moneys owing and any orders and notices

by law of the Council.

TOTAL OUTSTANDING

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

made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or

ASSESSMENT NO: 1414441

PROPERTY LOCATION: 2/119A Underwood Road

FERNTREE GULLY VIC 3156

SITE VALUE: \$270,000

VALUATIONS

Knox City Council

\$ 0.00

TITLE DETAILS: Lot 2 LP 7050, Lot 5 LP 7050 CAPITAL IMPROVED VALUE: \$575,000

NET ANNUAL VALUE: \$28,750

 RELEVANT DATE:
 01/01/2024

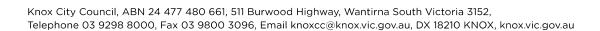
 OPERATIVE DATE:
 01/07/2024

Verbal confirmation of rates & charges shown on this certificate will be given for $\underline{90~\text{DAYS}}$ after issue date.

PROPERTY RATES & CHARGES FOR THE FINANCIAL YEAR ENDING 30/6/2025

RATES & CHARGES	LEVIED	BALANCE
	\$	\$
ARREARS (RATES, WASTE, INTEREST, FSPL, LLCC) B/F 30/6/2024		\$0.00
DUE AND PAYABLE IMMEDIATELY		
INTEREST	\$0.00	
LEGAL COSTS	\$0.00	
Municipal Rates	\$842.35	
Optional Waste Charges	\$53.10	
Residential Waste Charges	\$428.20	
State Landfill Levy	\$0.00	
State Fire Services Property Levy	\$182.00	
	\$	
SUB TOTAL RATES AND CHARGES DUE	\$1,505.65	Ø1 E0E (E
PENSION REBATE	\$0.00	\$1,505.65
RECEIPTS	¢ 1 505 (5	
	\$-1,505.65	60.00
TOTAL RATES AND CHARGES DUE SPECIAL RATES /SPECIAL CHARGES		\$0.00
SPECIAL RATES /SPECIAL CHARGES		\$0.00
		\$0.00
OPEN SPACE CONTRIBUTION		

RATES NOT BEING PAID BY INSTALMENTS ARE DUE AND PAYABLE IN FULL BY 15 FEBRUARY 2025 AND INTEREST AT THE RATE OF 10% WILL CONTINUE TO ACCRUE ON ANY OVERDUE RATES AND CHARGES UNTIL PAID IN FULL



LAND INFORMATION CERTIFICATE SECTION 121 LOCAL GOVERNMENT ACT 2020 LAND INFORMATION CERTIFICATE REGULATIONS 2021





CERTIFICATE NO: 107669
The Local Government Act 1989, Section 175, requires all arrears amounts to be paid in full immediately upon settlement.
PROPERTY LOCATION Lot 2 LP 7050, Lot 5 LP 7050
AVPCC 120 Single Unit Villa Unit Townhouse
NOTICES AND ORDERS
FLOOD LEVEL THIS COUNCIL DOES NOT SPECIFY FLOOD LEVELS Information in regard to any designated Flood Level may be obtained from Land Development Team Melbourne Water.
POTENTIAL LIABILITIES
Notices and Orders issued as described above: NOTE: Directions to clear FIRE HAZARDS will be issued to all owners of vacant land during the high fire danger period. Although there may be no charge shown on this Certificate it is possible that a charge will exist by the settlemen date.
ADDITIONAL INFORMATION
I acknowledge having received the sum of \$29.70 being the fee for this certificate.
Delegated Officer: . Authorised By: Dianne Harrod



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Melania Serwylo E-mail: certificates@landata.vic.gov.au

Statement for property: UNIT 2 LOT 2 119A UNDERWOOD ROAD FERNTREE GULLY 3156 2 RP 7050

REFERENCE NO.

56Q//17970/26

YOUR REFERENCE

LANDATA CER 76646876-030-5 DATE OF ISSUE

02 MAY 2025

CASE NUMBER

49221034

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities		
Parks Victoria - Parks Service Charge	01/04/2025 to 30/06/2025	\$21.79
Melbourne Water Corporation Total Service Charges	01/04/2025 to 30/06/2025	\$30.52
(b) By South East Water		
Water Service Charge	01/04/2025 to 30/06/2025	\$22.58
Sewerage Service Charge	01/04/2025 to 30/06/2025	\$98.05
Subtotal Service Charges	_	\$172.94
Payments		\$0.04
TO	OTAL UNPAID BALANCE	\$172.90

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update
- * Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees. Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at <u>www.southeastwater.com.au</u>.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:

LARA SALEMBIER GENERAL MANAGER CUSTOMER EXPERIENCE South East Water Information Statement Applications

PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain /open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL 122.2 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

LARA SALEMBIER GENERAL MANAGER CUSTOMER EXPERIENCE South East Water Information Statement Applications

PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

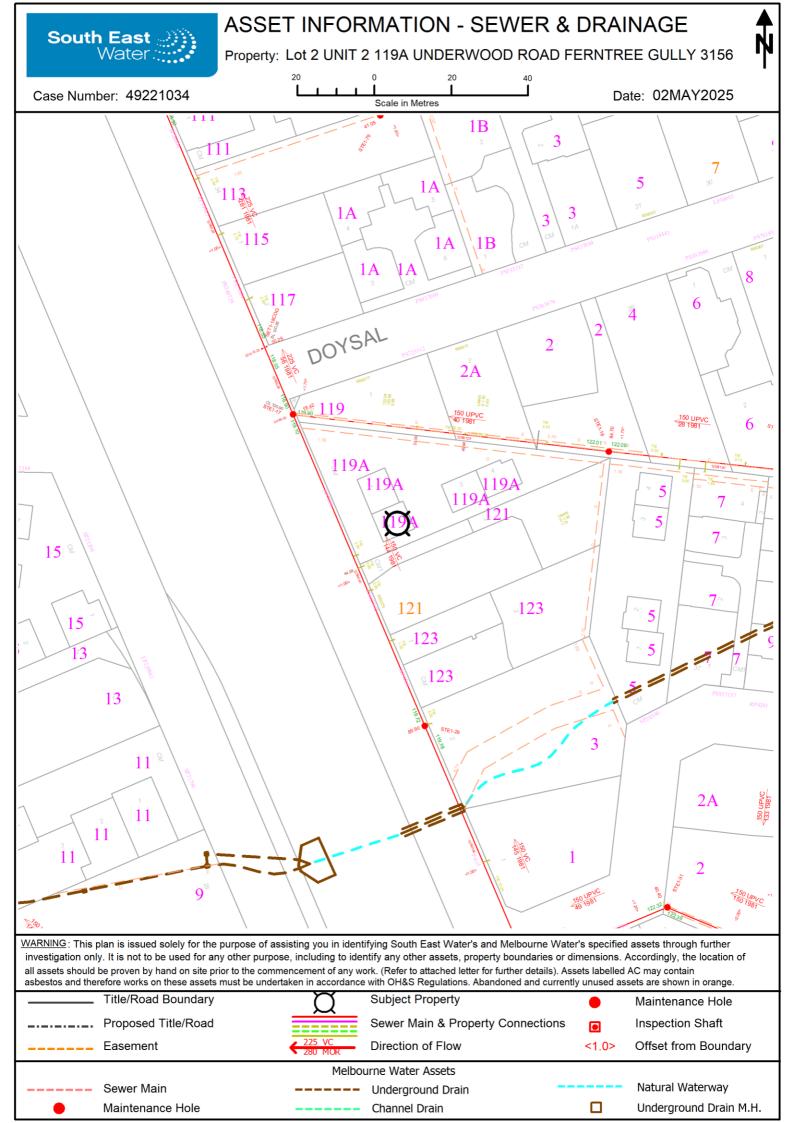
This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

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

AUTHORISED OFFICER:

LARA SALEMBIER GENERAL MANAGER CUSTOMER EXPERIENCE South East Water Information Statement Applications

PO Box 2268, Seaford, VIC 3198

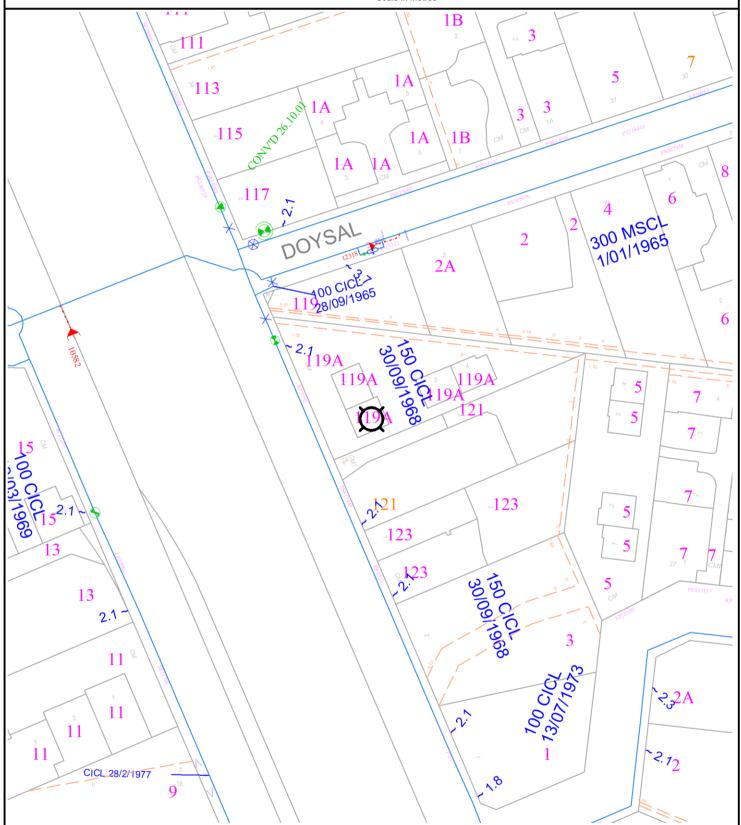


ASSET INFORMATION - WATER South East

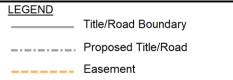
Property: Lot 2 UNIT 2 119A UNDERWOOD ROAD FERNTREE GULLY 3156



Date: 02MAY2025 Case Number: 49221034 Scale in Metres



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.





Subject Property

Water Main Valve Water Main & Services



Hydrant



Fireplug/Washout Offset from Boundary

South East

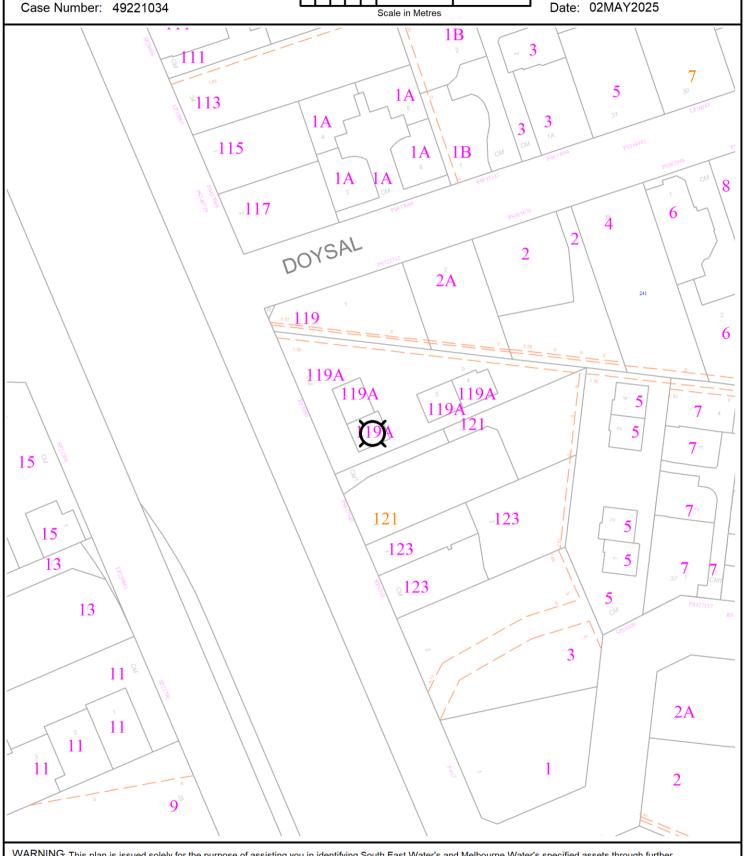
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 2 UNIT 2 119A UNDERWOOD ROAD FERNTREE GULLY 3156

Date: 02MAY2025



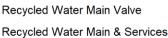


WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

<u>LEGEND</u>	
	Title/Road Boundary
	Proposed Title/Road
	Easement



Subject Property





Hydrant



Fireplug/Washout

Offset from Boundary

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melania Serwylo 4/1567 Burwood highway TECOMA 3160

Client Reference: STOREY 7765

NO PROPOSALS. As at the 2th May 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 2 119A UNDERWOOD ROAD, FERNTREE GULLY 3156 CITY OF KNOX

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

Date of issue: 2th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76646876 - 76646876100220 'STOREY 7765'

VicRoads Page 1 of 1

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 11Owners Corporations Regulations 2007 Subdivision Act 1988

As at 07/05/2025

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **07/05/2025.**

You should obtain an update over the phone immediately prior to settlement.

1. OWNERS CORPORATION DETAILS

Plan Number: RP 7050

Address of Plan: 119A Underwood Road, Ferntree Gully

Lot Number this Statement relates to: Lot 2

2. CERTIFICATE DETAILS

Vendor: Katharina Storey

Purchaser: Address: Phone/Email:

3. CURRENT ANNUAL LEVY FEES FOR LOT 2

The present fees for the above Lot are \$\$1,982.00 per annum. For the year (01/01/2025 - 31/12/2025) paid Quarterly.

Period	Amount	Due Date	Status	Outstanding
01/01/2025 - 31/03/2025	\$495.50	01/01/2025	Paid	\$0.00
01/04/2025 - 30/06/2025	\$495.50	01/04/2025	Paid	\$0.00
01/07/2025 - 30/09/2025	\$495.50	01/07/2025	Not due yet	\$0.00
01/10/2025 - 31/12/2025	\$495.50	01/10/2025	Not due yet	\$0.00

If settlement should occur on or after any due date the next fee instalment will also be due and payable plus a top up fee if the budget increased at the AGM.

4. Unpaid fees and levies presently total \$0.00,

Plus penalty interest totalling \$0.00

This Lot is in Credit in the amount of \$0.00

5. SPECIAL LEVIES

The following Special Levies have been raised and are payable on the dates indicated below:-

Due Date	Amount	Details	Status

6. OTHER CHARGES

There are currently no additional charges payable by Lot 2 that relate to work performed by the Owners Corporation or some other act that incurs additional charges.

7. FUNDS HELD BY OWNERS CORPORATION

The Owners Corporation holds the following funds as at 07/05/2025

Cash at Bank	Amount
Administrative Fund	\$273.59
Maintenance Fund	\$0.00

8. The Owners Corporation currently has the following insurance cover in place:

Policy No	Insurer	Туре	Sum	Premium
HS0006122934 22/03/2025 - 22/03/2026	CHU Strata Insurance	Building/Common Property	\$1,400,000.00	\$3,376.55
		Loss of Rent/Temp Accommodation	\$210,000.00	
				Water Damage: \$2,500
		Community Property	\$14,000.00	
		Public Liability	\$20,000,000.00	
		Voluntary Workers	\$200,000.00 (\$2,000.00 per week)	
		Fidelity	\$250,000.00	
		Government Audit Costs	\$25,000.00	
		Appeals Expenses	\$100,000.00	
		Legal Expenses	\$50,000.00	
		Lot Owners Fixtures & Improvements	\$250,000.00	

9. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act. Where the Owners Corporation has done so, the date the resolution was made is .

10. CONTINGENT LIABILITIES

Are there any liabilities of the Owners Corporation that are not covered by annual fees, specials levies and repairs and maintenance as set out in (3) to (6) above? If so, then provide details: Any Occupational Health and Safety hazards or Essential Services repairs reported are not accounted for in the budget and may be funded by striking a special levy. - **NIL**

11. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

- Electricity 1st Energy
- Water South East Water

12. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The Owners Corporation has not granted any authorities or dealings affecting the Common Property.

13. AGREEMENTS TO PROVIDE SERVICES

The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows - **NIL**

14. NOTICES OR ORDERS

The Owners Corporation has no notices or been served orders in the last 12 months that have not been satisfied.

15. CURRENT OR FUTURE PROCEEDINGS

The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows - **NIL**

16. APPOINTMENT OF AN ADMINISTRATOR

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

17. PROFESSIONAL MANAGER DETAILS

Name of Manager: GIA Owners Corporation Pty Ltd Address of Manager: PO Box 352, BATMAN VIC 3058

Telephone: 03 9355 8767

Email Address: info@giaownerscorp.com.au

18. DOCUMENTS REQUIRED - To be attached to the Owners Corporation Certificate are:

A copy of the Minutes of the last Annual General Meeting of the Owners Corporation

A copy of the consolidated rules registered at Land Victoria

A copy of Schedule 3 of the Owners Corporation regulations 2007 entitled "statement of advice and information for prospective purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation register by making written application to the Manager.

Further information on prescribed matters can be obtained by inspection of the owners corporation register.

An applicable fee to provide this service will apply.

IMPORTANT

- 1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
- 2. This information is subject to change without notice.
- It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a
- new certificate.
- 4. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

The owners corporation register can be inspected for additional information. A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Saad Saleem

Ph: 03 9355 8767

saad@giaownerscorp.com.au

Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation

Date of Issue:

07/05/2025

Prepared By: Saad Saleem

Payment Details:



B

Biller Code: 96503 Ref: 24127715136385

Mobile & Internet Banking - BPAY
Make this payment from your preferred bank account

Owners Corporations Regulations 2007 SCHEDULE 2

Form 2
Owners Corporations Regulations 2007 Reg. 12

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

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. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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.

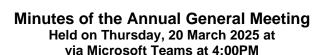
An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

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.

GIA OWNERS CORPORATION

PO BOX 352, Batman VIC 3058 P. 03 9355 8767 info@giaownerscorp.com.au www.giaowners corp.com.au

Friday, 21 March 2025





OWNERS CORPORATION 1 PLAN NO. RP7050 119A Underwood Road, FERNTREE GULLY, VIC 3156

1.0 ELECT A CHAIRPERSON OF THE MEETING

- 1.1 It was agreed that Mr Fazli Ibrahim chair the meeting.
- **1.2** It was agreed that Mr Fazli Ibrahim be authorised to take the minutes.
- **1.3** The meeting commenced at 4:03PM

2.0 ATTENDANCE, APOLOGIES AND PROXIES

- **2.1 Non-Member in Attendance:** Mr Fazli Ibrahim from GIA Owners Corporation.
- 2.2 Apologies: Lot 3 Beck Chiang Lee & Susan Geck Kong Lee
- 2.3 Proxies & Attendance:

Lot No.	Lot Entitlement	Member Name	Present / Proxy	Proxy
1	25	Mr Geoffrey Michael Baker	Present	

3.0 QUORUM

The members are advised that the meeting did not achieve the quorum required by Section 77 of the Owners Corporations Act 2006, as there were less than 50% of the lot owners present, in person or proxy, and less than 50% of the lot entitlement present.

Pursuant to Section 78, of the *Owners Corporations Act 2006*, the meeting proceeds without a quorum and all decisions made are interim decisions.

The minutes must be distributed within 14 days and, unless members representing 25% of voting entitlement petition within a further 14 days for a further meeting, the interim decisions become binding decisions.

4.0 MINUTES

The members of the Owners Corporation resolved to accept the minutes of the Annual General Meeting held on 18 September 2024.

Voting: For: 1 Against: 0 Outcome: Passed

5.0 MANAGER'S REPORT

The members resolved to accept the Manager's Report.

Voting: For: 1 Against: 0 Outcome: Passed

6.0 COMMITTEE'S REPORT

There was no Committee's Report Presented at the meeting.

7.0 INSURANCE REVIEW

The members of the Owners Corporation resolved to accept the current level of insurance cover.

Voting: For: 1 Against: 0 Outcome: Passed

8.0 INSURANCE VALUATION

- a. The last insurance valuation that was conducted on the 18th of March 2022 with a value at that time of \$1,400,000.00. was tabled and reviewed.
- b. It was resolved not to obtain an insurance valuation this year but to consider the matter at the next Annual General Meeting.

Voting: For: 1 Against: 0 Outcome: Passed

9.0 FINANCIAL STATEMENTS

The members of the Owners Corporation resolved to adopt the Financial Statements presented by the manager for the year ended 31/12/2024.

Voting: For: 1 Against: 0 Outcome: Passed

10.0 BUDGET - ADMINISTRATION FUND

The members of the Owners Corporation resolved to set the annual budget at \$7,000.00.

The members further resolved that the accepted administration budget be levied in accordance with Section 23 of the *Owners Corporations Act 2006* based on lot liability, by notice from the manager, quarterly in advance, on the due date being the first day of January, April, July and October 2025.

Voting: For: 1 Against: 0 Outcome: Passed

Note, an adjustment may be required to the periodic charges to enable collection of the full amount of the agreed budget within the financial year.

11.0 BUDGET - MAINTENANCE FUND

The members of the Owners Corporation resolved not to establish a maintenance fund.

Voting: For: 1 Against: 0 Outcome: Passed

Note, an adjustment may be required to the periodic charges to enable collection of the full amount of the agreed budget within the financial year.

12.0 PENALTY INTEREST

The members of the Owners Corporation resolved that interest is to be charged on fees in arrears greater than 30 days at the interest rate payable under the *Penalty Interest Rates Act 1983* (currently 10%). It was resolved that this item will not be included at the next AGM agenda.

Voting: For: 1 Against: 0 Outcome: Passed

13.0 DEBT COLLECTION AND COST RECOVERY

The members of the Owners Corporation resolved to engage the services of a debt collection agency and/or legal firm for the purpose of collecting overdue Owners Corporation fees, and that should it be required the matter can be filed with a court of competent jurisdiction which may include but not be limited to, the Victorian Civil Administrative Tribunal or the Magistrates Court of Victoria and the County Court of Victoria.

The members of the Owners Corporation resolved that the costs incurred by the Owners Corporation, in recovering fees and levies due under Section 32 of the *Owners Corporations Act* 2006, will be fully recoverable from the indebted lot by striking a special levy against that lot.

Voting: For: 1 Against: 0 Outcome: Passed

14.0 GENERAL MAINTENANCE

Lot owners were advised that failure to carry out necessary maintenance (e.g. gutter & pit cleaning) may impact the insurance coverage i.e. claims arising due to overlooking general maintenance may be denied.

15.0 MAINTENANCE WORKS FOR INDIVIDUAL UNITS & EMERGENCY REPAIRS

The members of the Owners Corporation resolved that in the event of an emergency and/or enforced maintenance repairs, the manager will organise for an appropriate tradesperson to attend to and rectify the problem. The lot owner identified to be responsible for rectifying the issue will pay the cost of repairs. Similarly, the Owners Corporation will pay the cost of repairs if the Owners Corporation is identified as being responsible for rectifying the issue.

Voting: For: 1 Against: 0 Outcome: Passed

The members of the Owners Corporation resolved that the manager would strike a special levy if expenses for emergency repairs and maintenance have not been budgeted for.

Voting: For: 1 Against: 0 Outcome: Passed

16.0 COMMITTEE ELECTION & DELEGATION OF POWERS TO THE COMMITTEE

Pursuant to Section 98(1) of the *Owners Corporations Act 2006*, if an owners corporation does not have a committee, the lot owners must elect a member to be the chairperson of the owners corporation. Therefore, the members resolved to appoint the following member to be the Chairperson of the Owners Corporation.

Mr Geoffrey Michael Baker

17.0 GENERAL BUSINESS

No general business was bought forward.

18.0 CLOSE OF MEETING

The Chairperson declared the meeting closed at 4:17PM

NOTICE SETTING OUT THE EFFECT OF SECTION 78 (SUBSECTION 4) WHEN A QUORUM IS NOT MET AT THE GENERAL MEETING

Under Section 77 of the *Owners Corporations Act 2006* a quorum for a General Meeting is at least 50% of the total votes or if 50% is not available the quorum is at least 50% of the lot entitlement.

Subject to Section 78 (subsection 4) of the *Owners Corporations Act 2006* if there is not a quorum, the General Meeting may proceed but all resolutions are Interim resolutions.

Section 78 (subsection 4) states Interim resolutions become resolutions of the Owners Corporation

- (a) Subject to paragraphs (b) and (c), 29 Days from the date of the interim resolution: or
- (b) If notice of a special general meeting is given within that 29-day period and the meeting is held within 28 days after the notice is given only if confirmed at the meeting: or
- (c) If notice of a special general meeting is given within that 29-day period and the meeting is held within 28 days after the notice is given, at the end of that 28-day period.

Note: The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29-day period, the interim cannot be acted on until the resolution is confirmed at the meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28-day period.

Section 78 (subsection 5) states that an interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.

Model rules for an owners corporation

Regulation 11 | Owners Corporations Regulations 2018

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 working days after the dispute comes to the attention of all the parties.
 - (a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (a) Subject to subrule (6b), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
- (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

LAND USE AGREEMENT

Unit 2, 119A Underwood Road, Ferntree Gully, Victoria

Date: 29 May 2025

To Whom It May Concern,

This letter serves to formally acknowledge and document an agreement regarding the fenced area adjacent to Underwood Road, located at the rear of Unit 2, 119A Underwood Road, Ferntree Gully, Victoria.

We, the undersigned owners of Units 1, 2, 3, and 4 at 119A Underwood Road, agree to the following terms:

1. Exclusive Use

The fenced area at the rear of Unit 2 is designated for the exclusive private use of the Owner of Unit 2.

2. Meter Access

The Owner of Unit 2 must permit access to authorized personnel for the purpose of reading and maintaining the electricity and water meters located within the fenced area.

3. Restrictions on Structures

No permanent structures are to be erected within the fenced area.

4. Maintenance Responsibilities

The Owner of Unit 2 is responsible for maintaining the gardens and vegetation within the fenced area, ensuring it remains tidy and well-kept.

Signatures of Agreement

LAND USE AGREEMENT

Unit 2, 119A Underwood Road, Ferntree Gully, Victoria

Date: 29 May 2025

Owner	Unit	Name (Print)	Signature	Date
Owner	Unit 1			
Owner	Unit 2			
Owner	Unit 3			
Owner	Unit 4	Katharina Storey	Rd	29 May 2025

Ray White Ferntree Gully

5/1849 Ferntree Gully Rd, Ferntree Gully, VIC 3156

P: 03 9758 7888

E:

reception.ferntreegully@raywhite.com

ABN: 74 115 042 745



Residential Rental Agreement

for

2/119A Underwood Road, Ferntree Gully VIC 3156

This agreement is between **Katharina Storey** and **Emma Nicholls**, **Shoaib Untoo**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between	en the residential rental provider (rental provider) and the renter listed on	this form.
1. Date of agreement		
This is the date the agr	eement is signed	
Fri 01/11/2024		
If the agreement is sign signs the agreement.	ned by the parties on different days, the date of the agreement is the date	the last person
2. Premises let by the re	ental provider	
Address of premises		
2/119A Underwood R	oad, Ferntree Gully VIC	Postcode 3156
3. Rental provider detai	Is	
Full name or company	Katharina Storey	
name of rental provider		
Address (if no agent is		
acting for the rental provider)		Postcode
Phone number		
ACN (if applicable)		
Email address		
Rental provider's age	nt details (if applicable)	
Full name	Ray White Ferntree Gully	
Address	5/1849 Ferntree Gully Rd, Ferntree Gully, VIC	Postcode 3156
Phone number	03 9758 7888	
ACN (if applicable)		
Email address	jessica.sammut@raywhite.com	

Residential rental agreement

Note: The rental provider must notify the renter within 7 days if any of this information changes.

Each renter that is a party to the agreement must provide their details here.			
Full name of renter 1	Emma Nicholls		
Current Address:		Postcode	
Phone number:	0452206554		
Email:	emma.gabriel.2603@gmail.com		
Full name of renter 2	Shoaib Untoo		
Current Address:		Postcode	
Phone number:	0452468825		
Email:	shoaid.alii4688@gmail.com		
Full name of renter 3			
Current Address:		Postcode	
Phone number:			
Email:			
Full name of renter 4			
Current Address:		Postcode	
Phone number:			
Email:			
5. Length of the agreeme	nt		
✓ Fixed term agreem	ent Start date Fri 01/11/2024	his is the date the agreement starts nd you may move in)	
	End date Sat 28/02/2026		
Periodic agreeme (monthly)	Start date		

4. Renter details

agreement, and the renter co agreement will be formed.	ontinues to occupy the premises, a periodic (e.g. month by month) residential rental
6. Rent	
Rent amount(\$) (payable in advance)	2086.00
To be paid per	week fortnight calendar month
Day rent is to be paid (e.g. e. Thursday or the 11th of each month)	
Date first rent payment due	Fri 01/11/2024
7. Bond	
The Renter has paid the bon	d specified below
provider may ask the Victoria or their agent must lodge the	in \$900 (per week), the maximum bond is one month's rent. In some cases, the rental in Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider bond with the Residential Tenancies Bond Authority (RTBA). The bond must be sys after receiving payment. The RTBA will send the renter a receipt for the bond.
If the renter does not receive email rtba@justice.vic.gov.au call the RTBA on 1300 13 71	
Rental bond amount(\$)	2086
Bond lodgement date	Mon 28/10/2024
Bond Lodgement No.	
Part B – Standard terms	
8. Rental provider's preferre	d method of rent payment
•	ast permit a fee-free (other than the renter's own bank fees) payment method and Centrepay or another form of electronic funds transfer.
Note: The renter is entitled to	receive a receipt from the rental provider confirming payment of rent.
(Rental provider to tick perm	tted methods of rent payment)
direct debit bank	deposit ☐ cash ☐ cheque ☐ money order ✓ BPay
other electronic form of	payment, including Centrepay

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term

Payment details (if applicable)					
BPAY CODE- 4481 BPAY REF: 52737236					
	er documents by electronic methods ents must be in accordance with the requirements of the <i>Electronic Transactions</i>				
·	onds to an email or other electronic communications does not mean they have notices and other documents by electronic methods.				
	The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.				
The rental provider and rente	er must immediately notify the other party in writing if their contact details change.				
9.1 Does the rental provide such as email?	er agree to the service of notices and other documents by electronic methods				
The rental provider must com (Rental provider to tick as ap	nplete this section before giving the agreement to the renter. propriate)				
✓ Yes Jessic	ca Sammut: jessica.sammut@raywhite.com				
9.2 Does the renter agree to email?	o the service of notices and other documents by electronic methods such as				
(Renter to tick as appropriate					
Renter 1 Yes Emma	a Nicholls: emma.gabriel.2603@gmail.com				
☐ No					
	b Untoo: shoaid.alii4688@gmail.com				
∐ No					
Renter 3 Yes					
☐ No					
Renter 4 Yes					
□ L					

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see Part D (below).

Details of person the renter should contact for an urgent repair (rental provider to insert details)

Emergency contact name	Reception	
Emergency phone number	9758 7888	
Emergency email address	reception.ferntreegully@raywhite.com	

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation Do owners corporation rules apply to the premises? If yes, the rental provider must attach a copy of the rules to this agreement. (Rental provider to tick as appropriate) □ No ✓ Yes

13. Condition report

The renter must be given 2 copies of the condition repo	rt (or one emailed copy) on or before the date the renter
moves into the rented premises.	

(rental provider to tick as appropriate)

	The condition report has been provided
√	The condition report will be provided to the renter on or before the date the agreement starts

Part C - Safety related activities

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

(a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- · is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- · must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- · must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

• The renter must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- · may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any Urgent repairs include failure or breakdown of any essential service other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

· must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - o locks to secure all windows capable of having a lock,
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - o meets the rental minimum standards for locks and window locks
- · External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that
 - o is operated by a key from the outside; and
 - o may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - o a family violence intervention order; or
 - o a family violence safety notice; or
 - o a recognised non-local DVO; or
 - o personal safety intervention order.

24. Repairs

· Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines urgent repairs. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if-

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of
 - o damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

 The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Part E - Additional terms

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-andservices/business-practices/contracts/unfair-contract-terms.

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network? (An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.) If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter. Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.
☐ Yes ☑ No Comments
Intention to Sell
Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property? If yes, please provide details below.
☐ Yes ☑ No Comments
Homicide
Are the premises or common property known to have been the location of a homicide in the last 5 years?
☐ Yes ✓ No Comments
-

Drug Contamination
Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?
☐ Yes ✓ No
Comments -
Mould or Dampness
In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?
☐ Yes ✓ No
Comments -
Safety Checks
Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out? If they have been carried out, please provide the dates of the latest applicable checks below.
☐ Yes ✓ No
Comments
Safety Check Recommendations
Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?
☐ Yes ✓ No
Comments

Asbestos
Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?
☐ Yes ✓ No
Comments
<u>-</u>
Building/Planning Permit
Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?
Yes ✓ No
Comments
Building Work Dispute
Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?
☐ Yes ✓ No
Comments
-
OC Dispute
Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?
☐ Yes ✓ No
Comments

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a
relevant building surveyor, municipal building surveyor, public authority or government department relating to any building
defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

Yes	√	No
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Comments

Renter Acknowledgement

- 1. Emma Nicholls viewed and acknowledged at Mon, 28/10/2024 18:39 from device: iOS 17.6.1 iPhone Mobile Safari 17.6
- 2. Shoaib Untoo viewed and acknowledged at Mon, 28/10/2024 18:07 from device: iOS 17.4.1 iPhone Mobile Safari 17.4.1

Privacy Collection Notice

As professional property managers **Ray White Ferntree Gully** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9758 7888

Primary Purpose

As professional property managers, **Ray White Ferntree Gully** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The Rental Provider
- The Rental Provider's lawyers
- The Rental Provider's mortgagee
- · Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide Ray White Ferntree Gully services
- · Rental Bond Authorities
- · Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.

The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address

https://www.tenancydatabase.com.au/contact-us

Other Real Estate Agents, Rental Providers and Valuers

Secondary Purpose

Ray White Ferntree Gully also collect your personal information to:

- Enable us, or the Rental Provider's lawyers, to prepare the lease / tenancy documents for the Premises.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Ray White Ferntree Gully** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Ray White Ferntree Gully** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The Ray White Ferntree Gully privacy policy can be viewed without charge on the Ray White Ferntree Gully website; or contact your local Ray White Ferntree Gully office and we will send or email you a free copy.

Disclaimer

Ray White Ferntree Gully its directors partners employees and related entities responsible for preparing this Agreement believe that the information contained in this Agreement is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the Rental Provider and the Renter should rely on their own enquiries as to the accuracy of any information or material incorporated in this Agreement. The law is subject to change without notice and terms and conditions in this Agreement may be amended as a result. Ray White Ferntree Gully disclaims all liability and responsibility including for negligence for any direct

or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider: Katharina Storey

Signed at Fri, 01/11/2024 18:45 , from device: iOS 16.7 iPhone Chrome Mobile iOS 130.0.6723

Renter(s)

Renter 1: Emma Nicholls

X Stall

Signed at Mon, 28/10/2024 18:39, from device: iOS 17.6.1 iPhone Mobile Safari 17.6

Renter 2: Shoaib Untoo



Signed at Mon, 28/10/2024 18:08, from device: iOS 17.4.1 iPhone Mobile Safari 17.4.1

AUDIT TRAIL

Emma Nicholls (Renter)

Mon, 28/10/2024 18:37 - Emma Nicholls clicked 'start' button to view the Residential Rental Agreement (iOS 17.6.1 iPhone Mobile Safari 17.6, IP: 203.221.213.231)

Mon, 28/10/2024 18:39 - Emma Nicholls stamped saved signature the Residential Rental Agreement (iOS 17.6.1 iPhone Mobile Safari 17.6, IP: 203.221.213.231)

Mon, 28/10/2024 18:39 - Emma Nicholls submitted the Residential Rental Agreement (iOS 17.6.1 iPhone Mobile Safari 17.6, IP: 203.221.213.231)

Shoaib Untoo (Renter)

- Mon, 28/10/2024 18:04 Shoaib Untoo clicked 'start' button to view the Residential Rental Agreement (iOS 17.4.1 iPhone Mobile Safari 17.4.1, IP: 120.21.145.243)
- Mon, 28/10/2024 18:08 Shoaib Untoo stamped saved signature the Residential Rental Agreement (iOS 17.4.1 iPhone Mobile Safari 17.4.1, IP: 120.21.145.243)
- Mon, 28/10/2024 18:08 Shoaib Untoo submitted the Residential Rental Agreement (iOS 17.4.1 iPhone Mobile Safari 17.4.1, IP: 120.21.145.243)

Katharina Storey (Rental Provider)

- Fri, 01/11/2024 18:43 Katharina Storey clicked 'start' button to view the Residential Rental Agreement Fri, 01/11/2024 18:45 Katharina Storey stamped saved signature the Residential Rental Agreement
- Fri, 01/11/2024 18:45 Katharina Storey submitted the Residential Rental Agreement

