

# Contract of sale of land

**Property: Unit 1, 36 Forest Street, Whittlesea VIC  
3757**

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of Conveyancers (Victorian Division)



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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

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# Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, “section 32 statement” means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2024

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2024

**Print names(s) of person(s) signing:** Lee-Ann Joy Tanner

State nature of authority, if applicable: .....

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

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# Particulars of Sale

## Vendor's estate agent

Name: Stone Real Estate  
Address: 1/75 Church Street, Whittlesea VIC 3757  
Email: deanzammit@stonerealestate.com.au  
Tel: 97162000 Mob: 0405 140 704 Fax: Ref: Dean Zammit

## Vendor

Name: Lee-Ann Joy Tanner  
Address: 1/36 Forest Street, Whittlesea VIC 3757  
ABN/ACN:  
Email: leeanntanner@hotmail.com

## Vendor's legal practitioner or conveyancer

Name: Confident Conveyancing  
Address: Unit 2, 117 Hyde Street, Footscray VIC 3011  
Email: info@confidentconveyancing.com  
Tel: 03 9095 6488 Mob: Fax: 03 8669 4518 Ref: 4248/RV Tanner

## Purchaser's estate agent

Name:  
Address:  
Email:  
Tel: Mob: Fax: Ref:

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

Name:  
Address:  
Email:  
Tel: Mob: Fax: Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

|                                |           |            |
|--------------------------------|-----------|------------|
| Certificate of Title reference | being lot | on plan    |
| Volume 10343 Folio 392         | 1         | PS 402799G |

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Unit 1, 36 Forest Street, Whittlesea VIC 3757

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

See list attached

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

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

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_ Approval date: \_\_\_\_\_

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

# Special Conditions

**Instructions:** *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*



**GC 23 – special condition**

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



**GC 28 – special condition**

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

## Special Conditions

### 1. Sale by Auction

If the Property is offered for sale by public auction, the following condition applies:

The Rules for the conduct of the auction shall be as set out in the Schedules of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

- 1.1. The Auctioneer may make one or more bids on behalf of the Vendor of the land at anytime during the Auction.
- 1.2. The Auctioneer may refuse any bid.
- 1.3. The Auctioneer may determine the amount by which bidding is to be advanced.
- 1.4. The Auctioneer may withdraw the Property from sale at any time.
- 1.5. The Auctioneer may refer a bid to the Vendor at any time before the conclusion of the Auction.
- 1.6. In the event of a dispute concerning a bid, the Auctioneer may re-submit the Property for sale at the last undisputed bid or start the bidding again.
- 1.7. If a reserve price has been set for the Property and the Property is passed in below that reserve price, the Vendor will first negotiate with the highest bidder for the purchase of the Property.

### 2. Planning and Building Controls

- 2.1. The Purchaser accepts the Property:
- 2.2. With all existing and future planning, environmental and building controls and approvals, and
- 2.3. in its present condition with all defects and any non-compliance with any of those controls or approvals, and
- 2.4. acknowledges that the decision to purchase the Property was based on the Purchaser's own investigation and that no representations were made by or on behalf of the Vendor or by Vendor's Agent as to the condition of the Property or any of the matters referred to in this Special Condition
- 2.5. acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statues and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the vendor to comply with any one or more of those laws or regulations to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any guarantee or insurance policy under any building legislation.

### 3. Reasonably Foreseeable Loss

The Purchaser acknowledges that;

- 3.1. if the Purchaser fails to complete the purchase of the Property on the due date under this Contract, the Vendor will or may suffer loss and expense; and
- 3.2. each item of expense described in paragraph 5.2 below is agreed to include a "reasonably foreseeable loss" for the purposes of General Condition 32(a) of this Contract.
- 3.3. In addition to the interest charged under this Contract, the Purchaser must pay or reimburse the Vendor on demand for:
  - 3.3.1. all costs and expenses incurred by the Vendor including Vendor Agent's commission on a resale, advertising expenses on a resale, legal costs on a resale, rates and charges and other insurance and Property holding costs incurred by the Vendor from the date that settlement should have occurred under this Contract until the date that settlement actually occurs (under this Contract

or on a resale) and;

3.3.2. the Vendor's legal costs and expenses as between Conveyancer/Solicitor and client incurred due to the breach of this Contract.

3.3.3. all costs associated with the vendor obtaining a license agreement to gain access to their purchase property (if applicable) that is affected by the non-performance of this contract; and

3.3.4. all costs associated with the emergency housing of all the house contents and removalists costs for rescheduling settlement due to non-performance of this contract.

#### **4. Company Purchase**

General condition 3.1 is added:

"The director/s of the company must sign the guarantee attached to this Contract and deliver it to the Vendor within 7 days of the Date of Sale."

#### **5. FIRB Approval**

The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the Purchaser to obtain consent to enter this Contract. If there is a breach of this warranty (whether intentional or not), the Purchaser must indemnify and compensate the Vendor for any loss, damage or cost which the Vendor incurs as a result of the breach.

#### **6. Swimming Pool**

Where the subject property includes a swimming pool, spa or pond, the purchaser acknowledges that they have made their own inquiries regarding their obligations as owners under the provisions of the pool regulations and have not relied on any representations made by the vendor or the agents in this regard.

#### **7. Default**

General Condition 34.4(a) is replaced by the following:

"The deposit equal to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and"

#### **8. Deposit Release**

General condition 14.3(ii) shall not apply to this contract and the Vendor relies on Section 27 of the Sale of Land Act 1962.

#### **9. Deposit**

General condition 14.11 is replaced by the following:

"For the purposes of general condition 14 'authorised deposit -taking institution' must be a corporate body categorised by the Australia Prudential Regulatory Authority as an Australian owned bank or a foreign subsidiary bank"

#### **10. Paper Settlement**

If settlement is required to occur outside of an electronic settlement, the following conditions will apply:

10.1. A fee of \$264.00 inclusive of GST is payable to the Vendor, to be adjusted and payable at settlement, to cover additional legal costs incurred by the Vendor.

10.2. The purchaser must pay the fees on up to three (3) bank cheques, and may not pass on any costs to the Vendor for cheques that the Vendor or their representative indicates do not have to be a bank cheque. Should the Purchaser choose to provide bank cheques for the cheques that have been indicated otherwise they do so at their own cost.

10.3. Should the Purchaser fail to settle at the agreed settlement time and the Vendor is required to book for any time later the same day or any other day the Purchaser must pay at settlement the sum of \$132.00 inclusive of GST for settlement re-booking fees for each new settlement re-booking.

**11. Change of settlement date**

11.1. If the Purchaser requests a change to the settlement date to any date other than the contracted date, the Purchaser must pay a fee of \$165.00 inclusive GST to cover additional legal costs incurred by the Vendor, to be adjusted and payable at settlement.

11.2. A Deed of Variation must be signed by all parties, prepared by the vendors conveyancer.

**12. Settlement Date over Holiday period**

12.1. The Vendors conveyancer's office will be closed from 20 December 2024 until 13 January 2025. If the settlement date listed in the Particulars of Sale falls within this time period, this Special Condition will prevail and have the effect of altering the settlement date to 20 January 2024.

12.2. Neither party shall have any recourse against the other or shall be entitled to make any claim, requisition or request for compensation should the due date for settlement be required to be changed to 20 January 2024.

**13. Land Tax**

Land Tax and Windfall Gains Tax are not to be included as an adjustable item.

## GUARANTEE AND INDEMNITY

### (Contract of Sale)

**TO:** The Vendor ("Vendor") described in the annexed Contract of Sale ("Contract")

The Party described in the Schedule as the Guarantor ("Guarantor")

**FOR VALUABLE CONSIDERATION** including the Vendor having agreed at the request of the Guarantor (by this document acknowledged) to enter into the Contract between the Vendor and the Purchaser ("Purchaser") described in the Contract agrees as follows:

1. The Guarantor unconditionally and irrevocably guarantees to the Vendor:

a) Punctual payment of the sums of purchase price, other money, interest and damages now or in the future owing, actually or contingently, by the Purchaser to the Vendor or which now or in the future there is a prospect may become owing actually or contingently by the Purchaser to the Vendor, and

b) Punctual performance and observance of all the Purchaser's obligations

under, in relation to, or arising from the Contract, its subject matter or any relationship referable to them, alone or jointly with any person (collectively "Guaranteed Obligations").

2. The Guarantor irrevocably indemnifies the Vendor against all liability damage loss and expense which the Vendor suffers or incurs now or in the future because the Purchaser defaults in performance or observance of the Guaranteed Obligations.

3. This document is a continuing guarantee for the whole of the Guaranteed Obligations, and the Guarantor's obligations (as guarantor, indemnifier, or otherwise) and the Vendor's rights will not be affected in whole or in part by anything which might abrogate, prejudice or limit them or the effectiveness of this document, including without limitation, any of the following:

a) any release, termination, variation, novation, renewal or assignment of the Contract;

b) this document or any other security or guarantee now or in the future held by the Vendor for the Guaranteed Obligations ("Collateral Security") or any other transaction or agreement between the Vendor and Purchaser or any obligation owed by the Purchaser to the Vendor in relation to the Guaranteed Obligations being void or voidable or otherwise unenforceable by the Vendor in accordance with its terms or the Vendor being estopped from receiving the performance and observance of the Guaranteed Obligations from the Purchaser;

c) the granting of any forbearance, time or other indulgence to or the making of any composition, compromise, or arrangement with or the discharge of release of the Guarantor, Purchaser or any other person;

d) the failure of any person intended to be a Guarantor to become bound by this document (whether by a failure to execute, a lack of capacity to execute or otherwise);

e) the death, administration or mental illness of the Guarantor or the Purchaser;

f) the amendment of the constitution, memorandum, articles of association, trust deed or other constitutional document of the Guarantor or the Purchaser or any change in the membership of any partnership, joint venture or association (whether incorporated or unincorporated) of which the Purchaser of the Guarantor is a member;

g) The Purchaser or the Guarantor becoming a member of a partnership, joint venture or association (whether incorporated or unincorporated);

h) the fact that no demand for the performance or observance of the Guaranteed Obligations has been made on the Purchaser or Guarantor;

i) any failure by the Vendor to disclose any information to the Guarantor or any representation made or information given by the Vendor to the Guarantor;

- j) the failure to give the Guarantor notice of default by the Purchaser or to obtain consent from the Guarantor to any arrangement or agreement made with the Purchaser;
  - k) any breach of trust by the Guarantor or the Purchaser which is a trustee;
  - l) the value of any Collateral Security or the value placed on it by the Vendor in the bankruptcy or insolvency of the Guarantor or the Purchaser;
  - m) any negotiable or other instrument being in circulation or outstanding;
  - n) the obtaining, release, variation or renewal by the Vendor of any Collateral Security or any agreement affecting the priority of any Collateral Security; or
  - o) any refusal or failure by the Vendor to obtain perfect register stamp enforce or assign any Collateral Security or any negotiable instrument, judgement, order or award relating to the Guaranteed Obligations.
4. The Guarantor's obligation under this document is a primary obligation. The Vendor is not obliged to proceed against or enforce any Collateral Security or any other right against the Purchaser or demand payment from the Purchaser before the Guarantor is entitled to enforce the Guaranteed Obligations.
5. The Guarantor shall pay the Vendor the Vendor's costs of and incidental to the preparation execution and enforcement of this document on a Conveyancer/Solicitor/own client full indemnity basis and any stamp duty, taxes or registration or other fees payable or assessed in relation to this document.
6. A certificate by the Vendor or any attorney, agent, director, secretary, or officer of the Vendor relating to this document in the absence of manifest error is conclusive evidence against the Guarantor of the matters certified.
7. Any demand or notice under this document may be signed by the Vendor or on behalf of the Vendor by any attorney, director, secretary, manager or officer of the Vendor or the Vendor's Conveyancer/Solicitor and without, prejudice to any other lawful mode of service, may be served by delivering it to the Guarantor to whom it is addressed at the address set out in this document or by posting it to that address or the Guarantor's residence or place of business last known to the Vendor, and if posted, a notice or demand shall be deemed to have been served on the day following the date of posting, but the making of a demand shall not be a condition precedent to the liability of the Guarantor under this document.
8. In this document, unless the context otherwise requires:
- a) words importing the singular include the plural and vice versa;
  - b) where the Guarantor comprises two or more parties the Guarantor's Obligations shall bind them jointly and severally;
  - c) a reference to a person includes a corporation and a government body;
  - d) a reference to a person includes the legal personal representatives successors and assigns of that person;
  - e) if there is more than one Guarantor or more than one Purchaser or more than one Vendor a reference to the Guarantor, the Purchaser or the Vendor respectively means all of them; and
  - f) a reference to any thing (including without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.



## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

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## Title

#### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

#### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

17.1 At settlement:

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

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

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

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
  - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

---

**GOODS SOLD WITH LAND**

Unit 1, 36 Forest Street, Whittlesea VIC 3757

The Vendor advised that the following items are included in the sale:

|                                 |     |    |     |
|---------------------------------|-----|----|-----|
| Air conditioning (split system) | Yes | No | N/A |
| Air conditioning (ducted)       | Yes | No | N/A |
| Evaporative cooling             | Yes | No | N/A |
| Ducted heating                  | Yes | No | N/A |
| Heater/s                        | Yes | No | N/A |
| Dishwasher                      | Yes | No | N/A |
| Oven                            | Yes | No | N/A |
| Refrigerator                    | Yes | No | N/A |
| Fitted cabinetry                | Yes | No | N/A |
| Ceiling fans                    | Yes | No | N/A |
| Wall mirrors                    | Yes | No | N/A |
| Light fittings                  | Yes | No | N/A |
| Built-in speakers               | Yes | No | N/A |
| All curtains, blinds and drapes | Yes | No | N/A |
| External awnings                | Yes | No | N/A |
| Garden pot plants               | Yes | No | N/A |
| Children’s playground equipment | Yes | No | N/A |
| Clothes line                    | Yes | No | N/A |
| Sprinkler system                | Yes | No | N/A |
| Garden shed/s                   | Yes | No | N/A |
| Water feature/s                 | Yes | No | N/A |
| Other:                          |     |    |     |

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phone 03 9095 6488  
fax 03 8669 4518  
email info@confidentconveyancing.com  
web www.confidentconveyancing.com  
post Unit 2, 117 Hyde Street  
Footscray Vic 3011  
ABN 51781524715

Your Ref:  
Our Ref: DB:4248/RV Tanner  
Contact:

31 January 2024

Ms L J Tanner  
1/36 Forest Street  
WHITTLESEA VIC 3757

Dear Lee-Ann

**Your Sale**  
**Property: Unit 1, 36 Forest Street, Whittlesea**

As of 1 July 2018, GST must be withheld at settlement and paid directly to the ATO for any sale of a property that is subject to GST.

It is the responsibility of all Vendors to advise the Purchaser if GST is or is not applicable on the sale. If the Purchaser is not advised then they are required to withhold up to 1/11<sup>th</sup> of the sale price and pay this directly to the ATO at or after settlement. Penalties may also apply for failing to disclose this information.

GST is payable on the sale of all new residential properties & land. Existing residential properties (including substantially renovated properties), commercial properties, and sales between developer & builders are exempt from GST.

Please complete the following form and return to us.

**We are unable to provide financial advice, and recommend that you speak to your accountant to confirm if GST is applicable in your situation.**

More information on GST withholding is available on the ATO website at <https://www.ato.gov.au/Business/GST/In-detail/Your-industry/Property/GST-at-settlement/>

Yours faithfully  
Dragana Bozic  
Confident Conveyancing



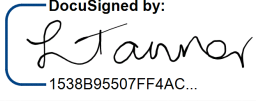
# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

|             |   |
|-------------|---|
| <b>Land</b> | UNIT 1, 36 FOREST STREET, WHITTLESEA VIC 3757 |
|-------------|---|

|                    |   |           |
|--------------------|---|-----------|
| Vendor's name      | Lee-Ann Joy Tanner  | Date      |
| Vendor's signature |  | 12/2/2024 |

|                       |       |      |
|-----------------------|-------|------|
| Purchaser's name      |       | Date |
| Purchaser's signature | _____ | / /  |
| Purchaser's name      |       | Date |
| Purchaser's signature | _____ | / /  |

## 1. FINANCIAL MATTERS

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

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

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

Not Applicable

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

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

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

## 10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:  
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:  
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:  
NIL

## 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

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# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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



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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, past, present and emerging.

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

VOLUME 10343 FOLIO 392

Security no : 124112236897C  
Produced 30/01/2024 03:26 PM

**LAND DESCRIPTION**

Lot 1 on Plan of Subdivision 402799G.

PARENT TITLES :

Volume 09377 Folio 422      Volume 10281 Folio 334

Created by instrument PS402799G 29/08/1997

**REGISTERED PROPRIETOR**

Estate Fee Simple

Sole Proprietor

LEE-ANN JOY TANNER of UNIT 1, 36 FOREST STREET WHITTLESEA VIC 3757  
AH301336F 17/06/2010

**ENCUMBRANCES, CAVEATS AND NOTICES**

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

**DIAGRAM LOCATION**

SEE PS402799G FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: UNIT 1 36 FOREST STREET WHITTLESEA VIC 3757

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. PS402799G

DOCUMENT END



# Imaged Document Cover Sheet

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|   |                         |
|---|-------------------------|
| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>PS402799G</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>6</b>                |
| Document Assembled                              | <b>30/01/2024 15:26</b> |

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# PLAN OF SUBDIVISION

Stage No. / LTO use only / Plan Number  
 EDITION **2** / PS 402799G

### Location of Land

Parish: TOOROURRONG  
 Township: WHITTLESEA  
 Section: 20 (PART)  
 Crown Allotment: 2  
 Crown Portion: -----

LTO base record: CHART 5 (3634)  
 Title References: Vol 9377 Fol 422  
 Vol 10281 Fol 334

Last Plan Reference:

Postal Address: 36 FOREST STREET  
 WHITTLESEA 3757

AMG Co-ordinates: N 5 846 650  
 (Of approx. centre of plan) E 333 850 Zone 55

### Council Certification and Endorsement

Council Name: WHITTLESEA CITY COUNCIL Ref: 703348

- This plan is certified under section 6 of the Subdivision Act 1988.
- ~~This plan is certified under section 11(7) of the Subdivision Act 1988.  
 Date of original certification under section 6 / /~~
- This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

Open Space

(I) A requirement for public open space under section 18 Subdivision Act 1988 ~~has~~ / has not been made.

(II) ~~The requirement has been satisfied.~~

(III) ~~The requirement is to be satisfied in Stage~~

Council Delegate  
 Council seal

Date 1 / 8 / 97

### Vesting of Roads or Reserves

| Identifier | Council/Body/Person |
|------------|---------------------|
| NII        | NII                 |

### Notations

Depth Limitation: Does not apply

Staging This is/is not a staged subdivision  
 Planning Permit No.

The Common Property is all the land in the plan except lots 1 to 20 and includes the Structure of the Building. Boundaries shown by thick continuous lines are defined by buildings.

#### LOCATION OF BOUNDARIES DEFINED BY BUILDINGS

Exterior Face : Boundaries marked E.

Median : Boundaries shown M.  
 Interior Face : All other boundaries

Survey:- This plan is / ~~is not~~ based on survey.  
 To be completed where applicable.  
 This survey has been connected to permanent marks no(s).  
 450 08308 AND 450 08313.

In proclaimed Survey Area no. N/A

### Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)  
 Section 12(2) of the Subdivision Act applies to all the land in this subdivision.

| Easement Reference | Purpose               | Width (Metres) | Origin            | Land Benefited/In Favour Of. |
|--------------------|-----------------------|----------------|-------------------|------------------------------|
| E-1                | DRAINAGE              | 2.00           | INSTRUMENT H25526 | SHIRE OF WHITTLESEA          |
| E-2                | DRAINAGE AND FLOODWAY | SEE DIAG.      | THIS PLAN         | MELBOURNE WATER CORPORATION  |
| E-1                | DRAINAGE AND FLOODWAY | 2.00           | THIS PLAN         | MELBOURNE WATER CORPORATION  |

LTO use only  
 Statement of Compliance / Exemption Statement

Received   
 Date 18 / 8 / 97

LTO use only  
 PLAN REGISTERED  
 TIME 2-30  
 DATE 29 / 8 / 97  
*Ian R. McLeod*  
 Assistant Registrar of Titles

SHEET 1 OF 5 SHEETS

R.V. FOOTE AND ASSOCIATES  
 LAND AND ENGINEERING SURVEYORS  
 4 FORMBY CLOSE  
 WANTIRNA, 3152  
 PH. 9801 8642

LICENSED SURVEYOR (PRINT) RICHARD FOOTE  
 SIGNATURE \_\_\_\_\_ DATE 17/07/1997  
 REF 96 026A VERSION 6

DATE / /  
 COUNCIL DELEGATE SIGNATURE

Original sheet size A3

# PLAN OF SUBDIVISION

Stage No.

Plan Number

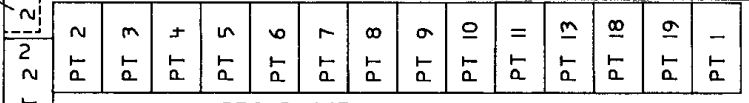
## PS 402 799G



E-1  
COMMON  
PROPERTY

186°42'20"

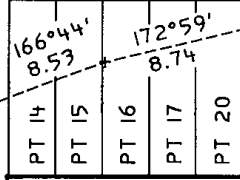
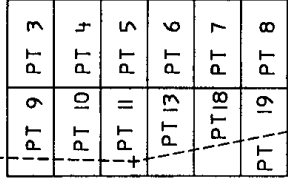
41.64



SEE SHEET 3 FOR ENLARGEMENT.

COMMON PROPERTY

E-2

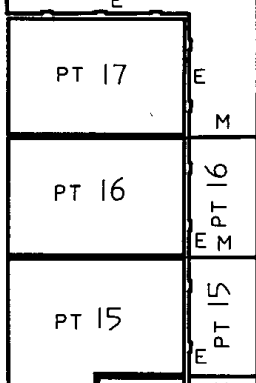
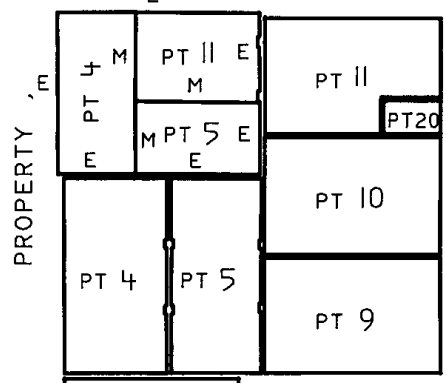


80.31

188°16' 11.74  
COMMON

175°35'30" 13.63  
PROPERTY

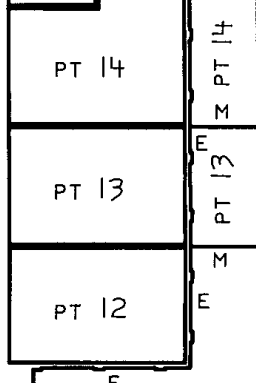
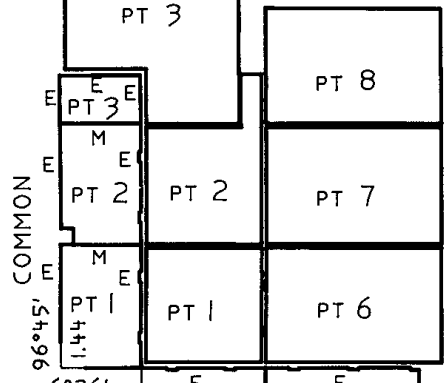
80.32



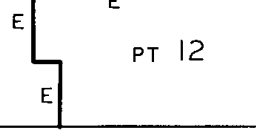
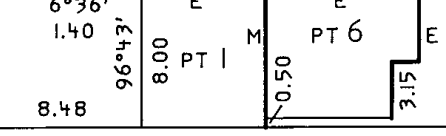
96°43'20"

COMMON PROPERTY

276°48'



96°45' 1.44  
COMMON



6°43'30"

41.53

58.51

## FOREST STREET

DIAGRAM I  
GROUND LEVEL  
& GROUND STOREY

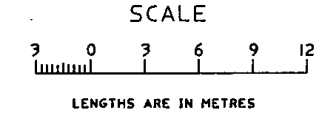
BEECH STREET

R.V. FOOTE AND ASSOCIATES  
LAND AND ENGINEERING SURVEYORS  
4 FORMBY CLOSE  
WANTIRNA, 3152  
PH. 9801 8642

LOTS 12 AND 18 COMPRISE 3 PARTS.  
LOTS 3,4,5,7,8,9,10,11,14,15,16,17,19,20 COMPRISE 4 PARTS.  
LOTS 1,2,13 COMPRISE 5 PARTS & LOT 6 6 PARTS.  
BOUNDARIES OF LOTS ARE DEFINED ON SHEET 1.

SHEET 2 OF 5 SHEETS

ORIGINAL  
SHEET SIZE  
A3

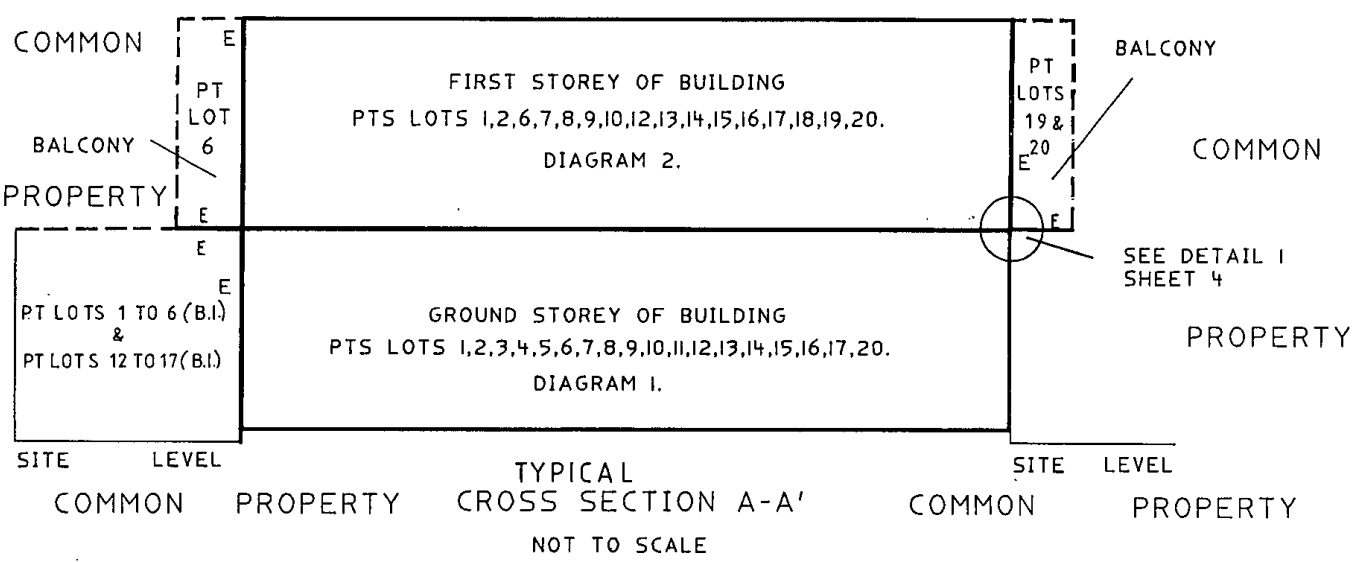
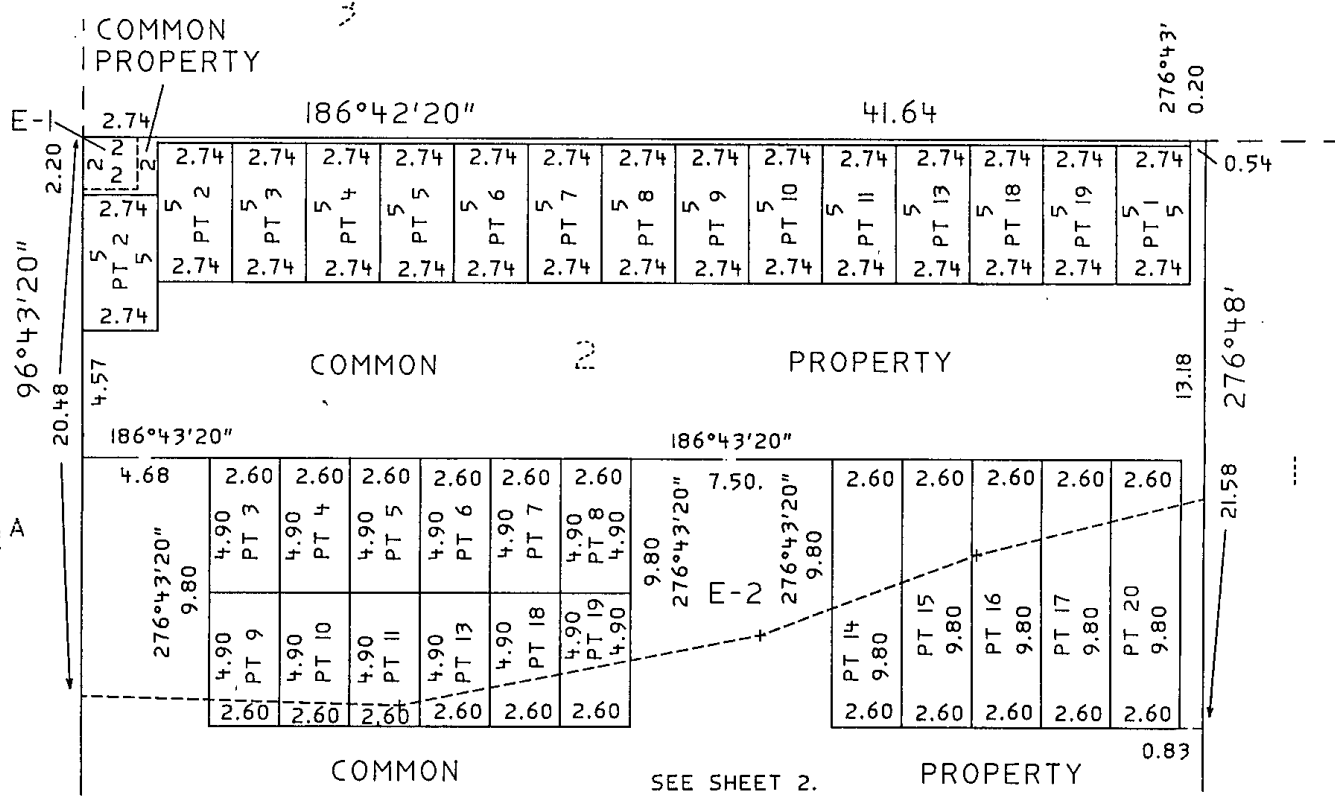


LICENSED SURVEYOR (PRINT) RICHARD FOOTE  
SIGNATURE \_\_\_\_\_ DATE 17/07/1997.  
REF 96 026A VERSION G

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

**PLAN OF SUBDIVISION**

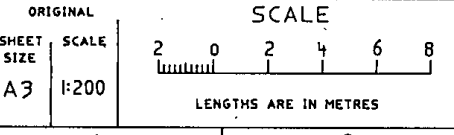
|           |                    |
|-----------|--------------------|
| Stage No. | Plan Number        |
|           | <b>PS 402 799G</b> |



R.V. FOOTE AND ASSOCIATES  
 LAND AND ENGINEERING SURVEYORS  
 4 FORMBY CLOSE  
 WANTIRNA, 3152  
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SHEET 3 OF 5 SHEETS



LICENSED SURVEYOR (PRINT) RICHARD FOOTE  
 SIGNATURE \_\_\_\_\_ DATE 17/07/1997  
 REF 96 026A VERSION G

DATE \_\_\_\_\_  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

# PLAN OF SUBDIVISION

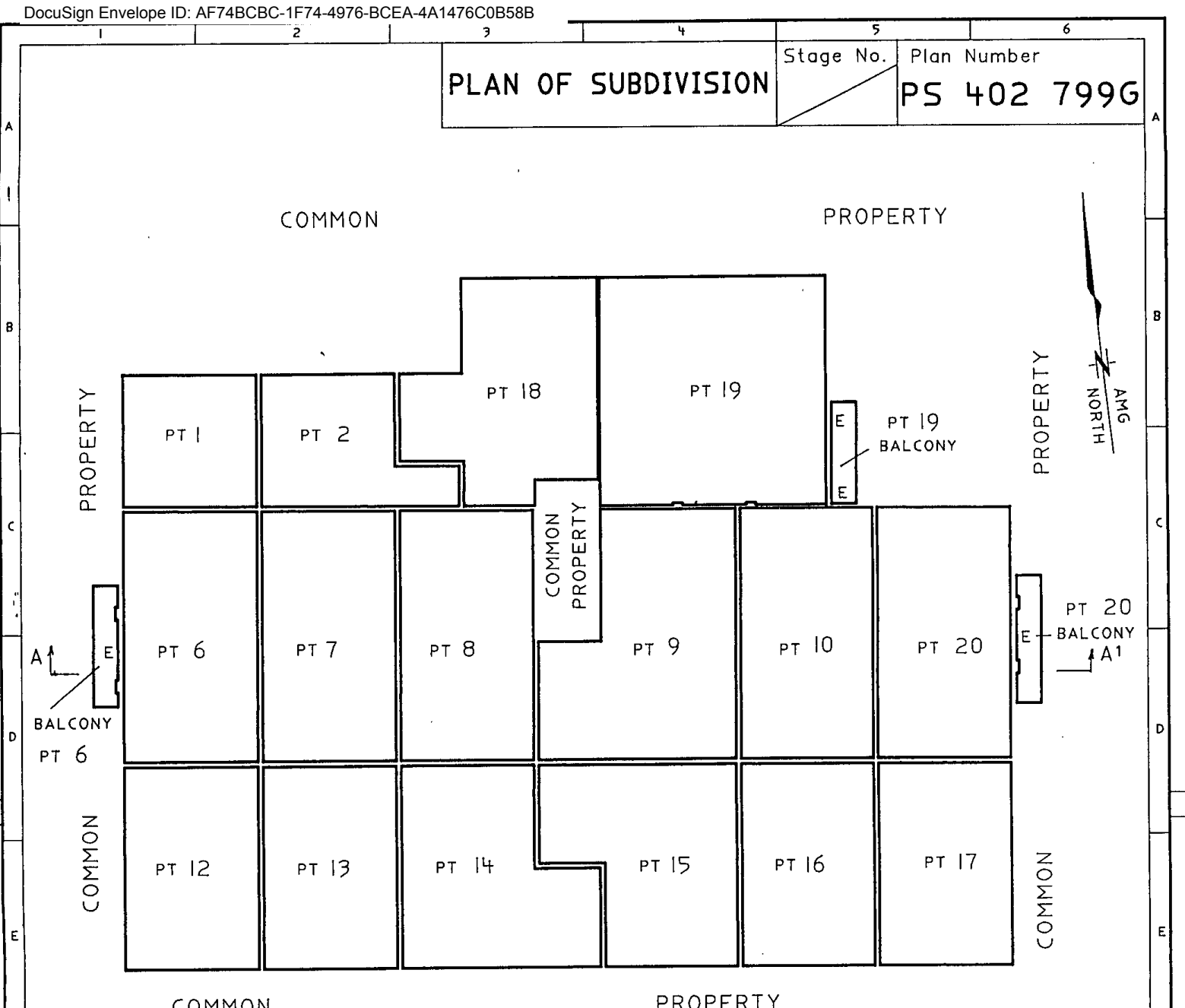
Stage No.

Plan Number

## PS 402 799G

COMMON

PROPERTY



### DIAGRAM 2 FIRST FLOOR LEVEL

FIRST STOREY OF BUILDING PT LOT 20

GROUND STOREY OF BUILDING PT LOT 11

### DETAIL 1 TYPICAL BALCONY SECTION A-A<sup>1</sup> NOT TO SCALE

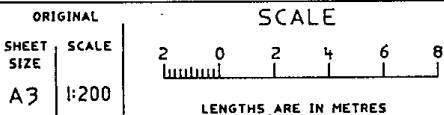
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SHEET 4 OF 5 SHEETS

LICENSED SURVEYOR (PRINT) RICHARD FOOTE  
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 REF 96 026A VERSION G

DATE \_\_\_\_\_  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_



PS402799G

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 30/01/2024 03:26:31 PM

**OWNERS CORPORATION  
PLAN NO. PS402799G**

The land in PS402799G is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 20.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

POSITIVE OWNERS CORPORATION MANAGEMENT PTY LTD, SUITE 19 39 GRAND BOULEVARD MONTMORENCY VIC 3094

AT178569H 21/05/2020

### 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           | 50          | 50        |
| Lot 2           | 50          | 50        |
| Lot 3           | 50          | 50        |
| Lot 4           | 40          | 40        |
| Lot 5           | 40          | 40        |
| Lot 6           | 50          | 50        |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 30/01/2024 03:26:31 PM

**OWNERS CORPORATION  
PLAN NO. PS402799G**

### Entitlement and Liability:

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

| Land Parcel  | Entitlement    | Liability      |
|--------------|----------------|----------------|
| Lot 7        | 50             | 50             |
| Lot 8        | 50             | 50             |
| Lot 9        | 50             | 50             |
| Lot 10       | 50             | 50             |
| Lot 11       | 40             | 40             |
| Lot 12       | 56             | 56             |
| Lot 13       | 50             | 50             |
| Lot 14       | 56             | 56             |
| Lot 15       | 56             | 56             |
| Lot 16       | 50             | 50             |
| Lot 17       | 56             | 56             |
| Lot 18       | 50             | 50             |
| Lot 19       | 56             | 56             |
| Lot 20       | 50             | 50             |
| <b>Total</b> | <b>1000.00</b> | <b>1000.00</b> |

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.

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 07 February 2024 01:23 PM

## PROPERTY DETAILS

Address: **1/36 FOREST STREET WHITTLESEA 3757**

Lot and Plan Number: **Lot 1 PS402799**

Standard Parcel Identifier (SPI): **1\PS402799**

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

Council Property Number: **426932**

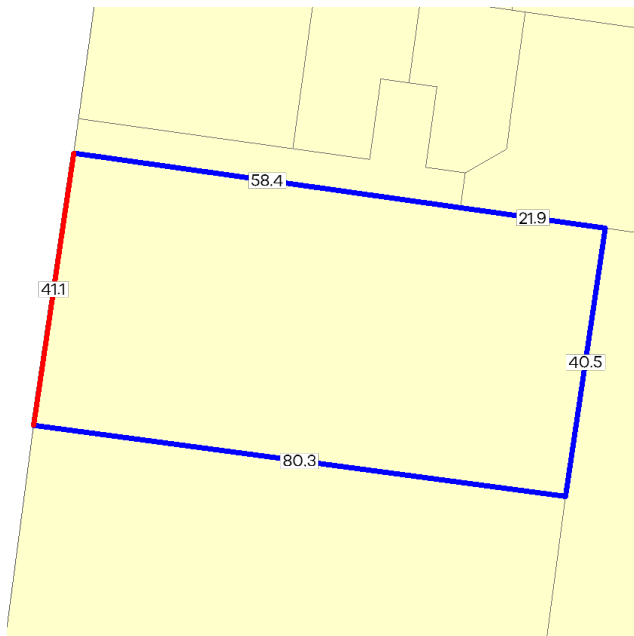
Directory Reference: **Melway 246 G8**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

**Note:** There are 21 properties identified for this site.  
These can include units (or car spaces), shops, or part or whole floors of a building.  
Dimensions for these individual properties are generally not available.

## SITE DIMENSIONS

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



**Area:** 3279 sq. m  
**Perimeter:** 242 m

For this property:

— Site boundaries  
— Road frontages

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

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **YAN YEAN**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

# PROPERTY REPORT

## Area Map



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 February 2024 01:23 PM

## PROPERTY DETAILS

Address: **1/36 FOREST STREET WHITTLESEA 3757**

Lot and Plan Number: **Lot 1 PS402799**

Standard Parcel Identifier (SPI): **1\PS402799**

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

Council Property Number: **426932**

Planning Scheme: **Whittlesea**

Directory Reference: **Melway 246 G8**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

[Planning Scheme - Whittlesea](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **YAN YEAN**

## OTHER

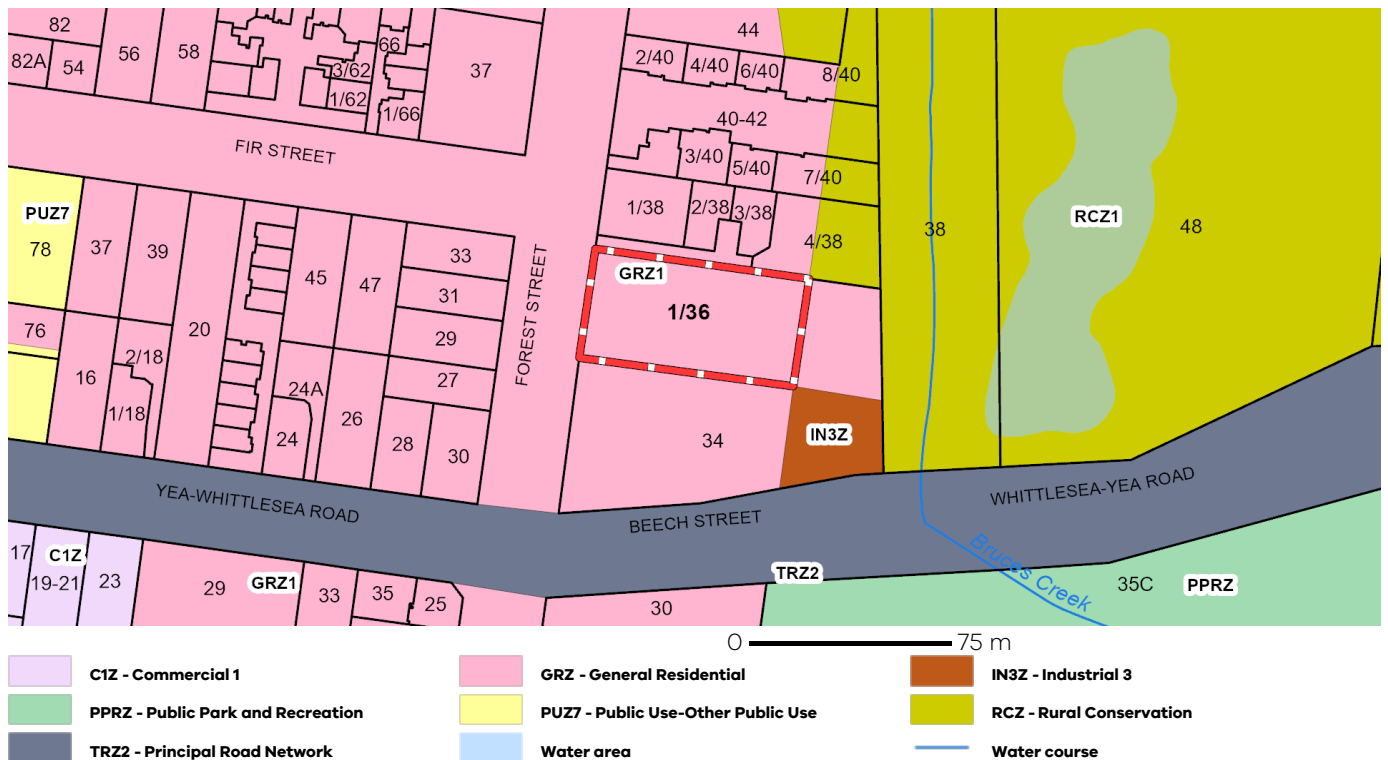
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



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

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

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

PLANNING PROPERTY REPORT: 1/36 FOREST STREET WHITTLESEA 3757

Page 1 of 5

# PLANNING PROPERTY REPORT

## Planning Overlay

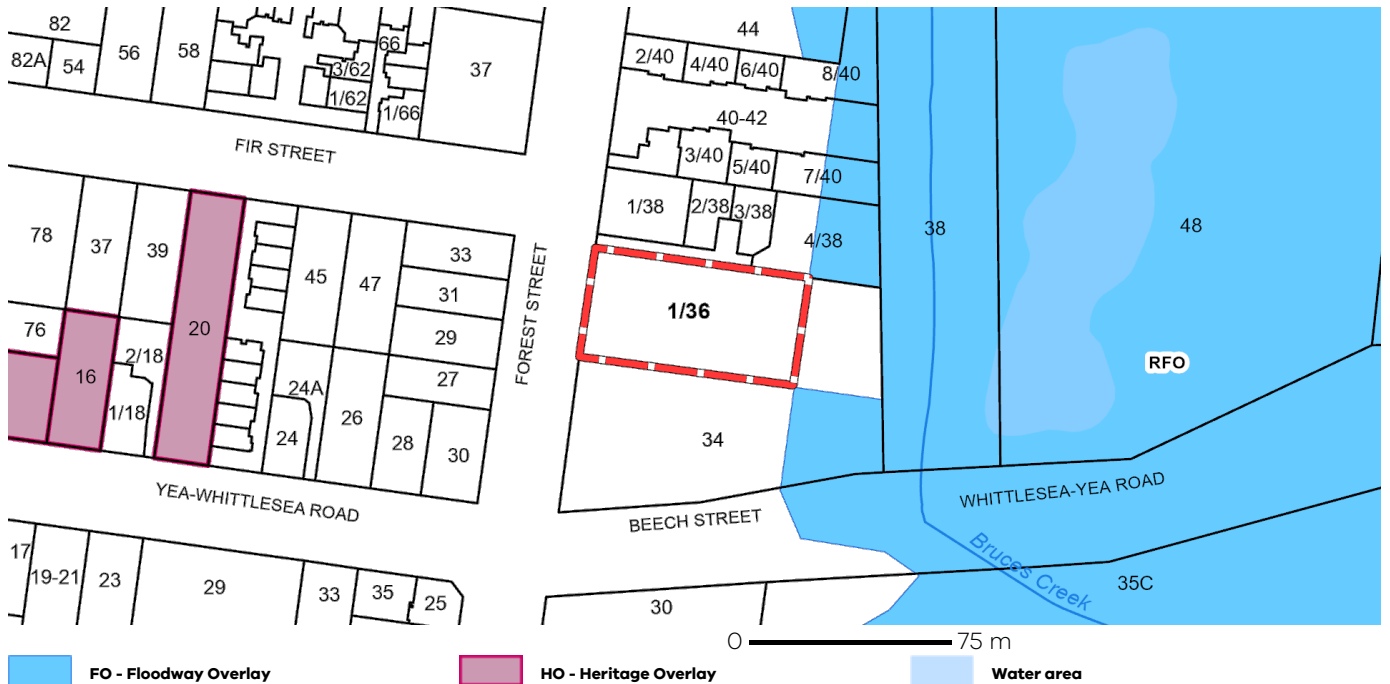
None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

RURAL FLOODWAY OVERLAY (RFO)



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

# PLANNING PROPERTY REPORT

## 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, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



# PLANNING PROPERTY REPORT

## Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

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

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

|                                    |                                 |                                  |   |
|------------------------------------|---------------------------------|----------------------------------|---|
| <b>Date of issue</b><br>02/02/2024 | <b>Assessment No.</b><br>426932 | <b>Certificate No.</b><br>157771 | <b>Your reference</b><br>71652586-018-9 |
|------------------------------------|---------------------------------|----------------------------------|---|

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2024

**Property location:** 1/36 Forest Street WHITTLESEA 3757

**Description:** LOT: 1 PS: 402799G

| Level of values date | Valuation operative date | Capital Improved Value | Site Value | Net Annual Value |
|----------------------|--------------------------|------------------------|------------|------------------|
| 1 January 2023       | 1 July 2023              | \$350,000              | \$70,000   | \$17,500         |

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2023 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

|   |             |               |
|---|-------------|---------------|
| General rate levied on 01/07/2023                     | \$826.78    |               |
| Food/Green waste bin charge levied on 01/07/2023      | \$105.15    |               |
| Fire services charge (Res) levied on 01/07/2023       | \$125.00    |               |
| Fire services levy (Res) levied on 01/07/2023         | \$16.10     |               |
| Waste Service Charge (Res/Rural) levied on 01/07/2023 | \$171.45    |               |
| Waste Landfill Levy Res/Rural levied on 01/07/2023    | \$11.85     |               |
| Arrears to 30/06/2023                                 | \$0.00      |               |
| Interest to 02/02/2024                                | \$0.00      |               |
| Other adjustments                                     | \$0.00      |               |
| Less Concessions                                      | \$0.00      |               |
| Sustainable land management rebate                    | \$0.00      |               |
| Payments  | -\$1,256.33 |               |
| <b>Balance of rates &amp; charges due:</b>            |             | <b>\$0.00</b> |

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

|  |               |
|--|---------------|
| <b>Total rates, charges and other monies due</b> | <b>\$0.00</b> |
|--|---------------|

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

 **131 450**

**2. Outstanding or potential liability / sub-divisional requirement:**

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

**3. Notices and orders:**

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

**4. Specified flood level:**

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

**5. Special notes:**

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

***Interest penalty on late payments***

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

**6. Other information:**



Authorising Officer

**This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.**

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

---

**Payment can be made using these options.**

---



www.whittlesea.vic.gov.au  
Ref **426932**



Phone 1300 301 185  
Ref **426932**



Billers Code **5157**  
Ref **426932**



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

30th January 2024

Confident Conveyancing C/- Triconvey (Reseller) C/  
LANDATA

Dear Confident Conveyancing C/- Triconvey (Reseller) C/,

**RE: Application for Water Information Statement**

|                                    |   |
|------------------------------------|---|
| <b>Property Address:</b>           | 1/36 FOREST STREET WHITTLESEA 3757                            |
| <b>Applicant</b>                   | Confident Conveyancing C/- Triconvey (Reseller) C/<br>LANDATA |
| <b>Information Statement</b>       | 30823998  |
| <b>Conveyancing Account Number</b> | 7959580000  |
| <b>Your Reference</b>              | 415218  |

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

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

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

Yours sincerely,

Chris Brace  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

## **Yarra Valley Water Property Information Statement**

|                  |                                    |
|------------------|------------------------------------|
| Property Address | 1/36 FOREST STREET WHITTLESEA 3757 |
|------------------|------------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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

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



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[yvw.com.au](http://yvw.com.au)

## **Melbourne Water Property Information Statement**

|                  |                                    |
|------------------|------------------------------------|
| Property Address | 1/36 FOREST STREET WHITTLESEA 3757 |
|------------------|------------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

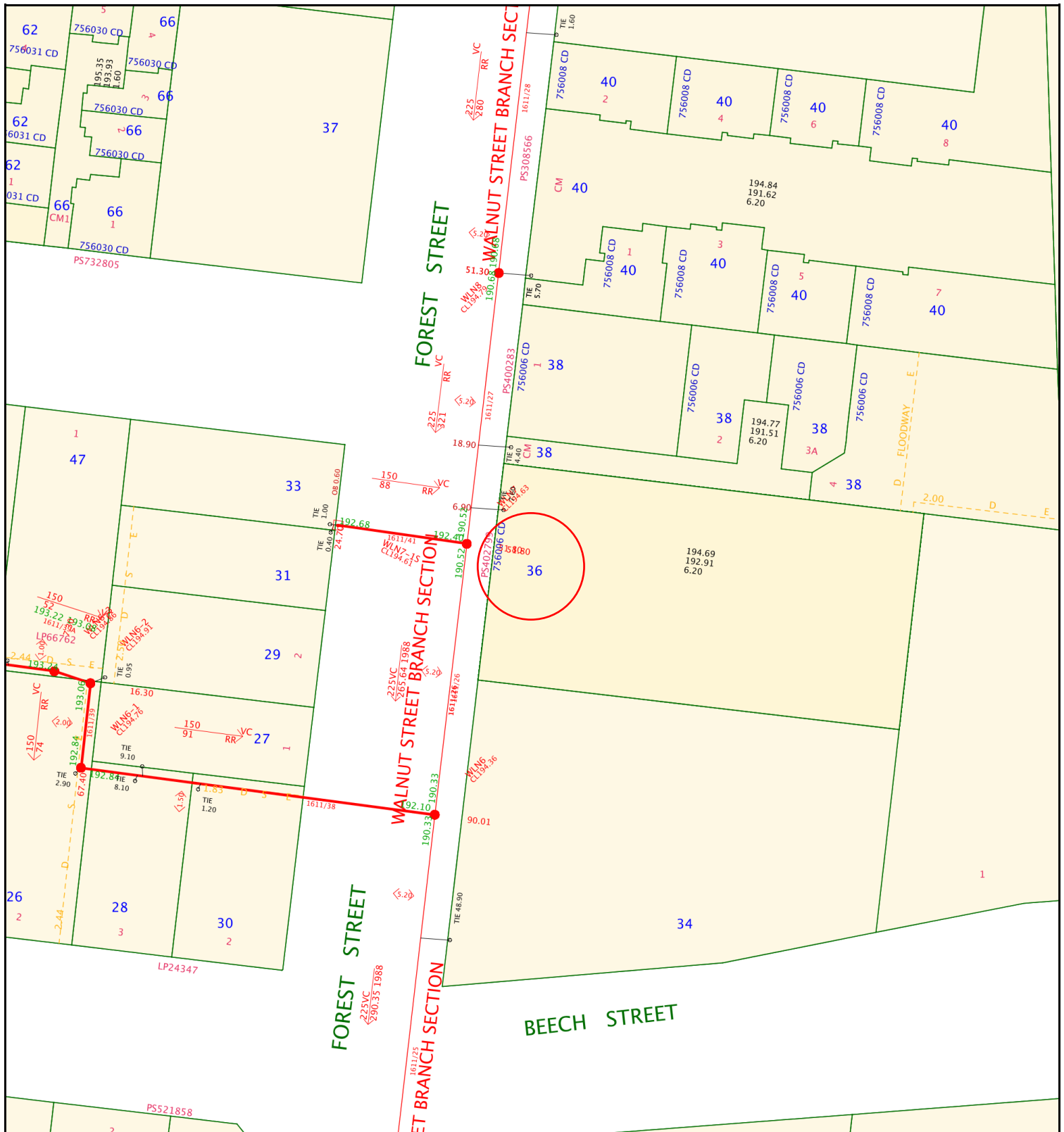
The Plenty River and Bruces Creek watercourse (also known as Yarra Creek) is located in the vicinity of the property. For further information contact Melbourne Water on 9679 7517.


The applicable flood level for this property is RL 194.39 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679 7517.















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

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

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



|  |                |                                    |   |
|--|----------------|------------------------------------|---|
| <b>Yarra Valley Water</b><br><b>Information Statement</b><br><b>Number: 30823998</b> | <b>Address</b> | 1/36 FOREST STREET WHITTLESEA 3757 | <br>Yarra Valley Water<br>ABN 93 066 902 501 |
|  | <b>Date</b>    | 30/01/2024                         |   |
|  | <b>Scale</b>   | 1:1000                             |   |

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

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



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ABN 93 066 902 501

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Private Bag 1  
Mitcham Victoria 3132

DX 13204

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

Confident Conveyancing C/- Triconvey (Reseller) C/  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 7062871830  
**Rate Certificate No:** 30823998

**Date of Issue:** 30/01/2024  
**Your Ref:** 415218

With reference to your request for details regarding:

| Property Address                         | Lot & Plan | Property Number | Property Type |
|--|------------|-----------------|---------------|
| UNIT 1/36 FOREST ST, WHITTLESEA VIC 3757 | 1\PS402799 | 1538780         | Residential   |

| Agreement Type   | Period   | Charges  | Outstanding |
|--|--|----------|-------------|
| Residential Water Service Charge   | 01-01-2024 to 31-03-2024                       | \$20.04  | \$20.04     |
| Residential Water and Sewer Usage Charge<br><i>Step 1 – 18.000000kL x \$3.34380000 = \$60.19</i><br>Estimated Average Daily Usage \$0.66 | 09-08-2023 to 08-11-2023                       | \$60.19  | \$0.00      |
| Residential Sewer Service Charge   | 01-01-2024 to 31-03-2024                       | \$114.46 | \$114.46    |
| Parks Fee *  | 01-01-2024 to 31-03-2024                       | \$21.10  | \$21.10     |
| Drainage Fee   | 01-01-2024 to 31-03-2024                       | \$16.13  | \$16.13     |
| <b>Other Charges:</b>  |  |          |             |
| Interest   | No interest applicable at this time            |          |             |
|  | No further charges applicable to this property |          |             |
|  | <b>Balance Brought Forward</b>                 |          | \$0.00      |
|  | <b>Total for This Property</b>                 |          | \$171.73    |

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

| Property Address                  | Lot & Plan  | Property Number | Property Type |
|-----------------------------------|-------------|-----------------|---------------|
| 36 FOREST ST, WHITTLESEA VIC 3757 | CM\PS402799 | 1235517         | Residential   |

| Agreement Type   | Period   | Charges | Outstanding |
|--|--|---------|-------------|
| Residential Water Usage Charge<br>Estimated Average Daily Usage \$0.00 | 09-08-2023 to 08-11-2023                       | \$0.00  | \$0.00      |
| Metered Fire Service Charge  | 01-01-2024 to 31-03-2024                       | \$11.05 | \$11.05     |
| <b>Other Charges:</b>  |  |         |             |
| Interest   | No interest applicable at this time            |         |             |
|  | No further charges applicable to this property |         |             |
|  | <b>Balance Brought Forward</b>                 |         | \$0.00      |
|  | <b>Total for This Property</b>                 |         | \$11.05     |

\* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER  
RETAIL SERVICES

---

**Note:**

- 1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.**
- 2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.**
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



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[yvw.com.au](http://yvw.com.au)

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

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

---

**Property No:** 1538780

**Address:** UNIT 1/36 FOREST ST, WHITTLESEA VIC 3757

**Water Information Statement Number:** 30823998

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 70628718302

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / CONFIDENT CONVEYANCING

**Your Reference:** 4248/RV TANNER**Certificate No:** 69178325**Issue Date:** 30 JAN 2024**Enquiries:** ESYSPROD**Land Address:** UNIT 1, 36 FOREST STREET WHITTLESEA VIC 3757

| Land Id  | Lot | Plan   | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 26102864 | 1   | 402799 | 10343  | 392   | \$0.00      |

**Vendor:** LEE-ANN TANNER**Purchaser:** FOR INFORMATION PURPOSES

| Current Land Tax       | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total  |
|------------------------|------|---------------|------------------|------------------|--------|
| MRS LEE-ANN JOY TANNER | 2024 | \$70,000      | \$0.00           | \$0.00           | \$0.00 |

**Comments:** Property is exempt: LTX Principal Place of Residence.

| Current Vacant Residential Land Tax | Year | Taxable Value | Proportional Tax | 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.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$350,000

SITE VALUE: \$70,000

**CURRENT LAND TAX CHARGE: \$0.00**

# Notes to Certificate - Land Tax

**Certificate No:** 69178325

## Power to issue Certificate

1. 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

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. 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 cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP


Land Tax = \$500.00

Taxable Value = \$70,000

Calculated as \$500 plus (\$70,000 - \$50,000) multiplied by 0.000 cents.

## Land Tax - Payment Options

|  |                                    |
|--|------------------------------------|
| <b>BPAY</b>  |                                    |
|                                       | Biller Code: 5249<br>Ref: 69178325 |
| <b>Telephone &amp; Internet Banking - BPAY®</b>  |                                    |
| Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. |                                    |
| <a href="http://www.bpay.com.au">www.bpay.com.au</a>   |                                    |

|   |               |
|---|---------------|
| <b>CARD</b>   |               |
|  | Ref: 69178325 |
| <b>Visa or Mastercard</b>   |               |
| Pay via our website or phone 13 21 61. A card payment fee applies.                  |               |
| <a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>            |               |

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / CONFIDENT CONVEYANCING

**Your Reference:** 4248/RV TANNER**Certificate No:** 69178325**Issue Date:** 30 JAN 2024**Land Address:** UNIT 1, 36 FOREST STREET WHITTLESEA VIC 3757

| Lot | Plan   | Volume | Folio |
|-----|--------|--------|-------|
| 1   | 402799 | 10343  | 392   |

**Vendor:** LEE-ANN TANNER**Purchaser:** FOR INFORMATION PURPOSES

| WGT Property Id | Event ID | Windfall Gains Tax | Deferred Interest | Penalty/Interest | Total  |
|-----------------|----------|--------------------|-------------------|------------------|--------|
|                 |          | \$0.00             | \$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**

A handwritten signature in black ink, appearing to read "Paul Broderick".

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 69178325

## Power to issue Certificate

1. 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

2. 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 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

7. 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.

## General information

8. 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.
9. 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.
10. 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

|  |  |  |
|--|--|--|
| <p><b>BPAY</b></p>  <p>Biller Code: 416073<br/>Ref: 69178325</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p> | <p><b>CARD</b></p>  <p>Ref: 69178325</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61.<br/>A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p> | <p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p> |
|--|--|--|

02 February 2024

INFOTRACK  
Level 5, North Tower  
459 Collins Street  
Melbourne VIC 3000

PLAN OF SUBDIVISION NO. 402799  
36 Forest Street, Whittlesea 3757  
LOT NO: 1  
UNIT NO: 1

on behalf of Confident Conveyancing - client ref: 4248/RV Tanner

We refer to your request and now enclose Owners Corporation Certificate for the above property.

PLEASE NOTE:  
OWNERS CORPORATION ACT 2006

134. Address of new owners

(1) A lot owner who sells a lot must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

(2) A person who acquires a lot must advise the owners corporation of the person's name and address within one month of the completion of the contract.

Delivery of Documents

If a request for a certificate or documents is made by email, or if an email address is provided with a request, the certificate or documents will be delivered by email. Where an email address is not provided and the certificate or documents will be delivered by mail. The only documents which will not be delivered by email are documents which require production of the original such as a lease, licence, special privilege or any deed of assignment or transfer. Certificates and documents will only be forwarded by post when an email address is not provided. Where delivery is by email, the original documents will not be posted.

Documents for Execution by Owners Corporation

Any document prepared by a party for execution by the owners corporation must use the correct terminology. Reference must not be made to body corporate unless the context requires this.

For any document to be executed under the common seal of the owners corporation, the

sealing clause must comply with the requirements of section 21 of the Owners Corporations Act 2006.

Any document which makes incorrect reference to body corporate when owners corporation is appropriate, or has a sealing clause which does not meet the requirements of section 21 of the Owners Corporation Act 2006 will be returned to the party forwarding the document for correction.

**Assignment or Transfer of Interest in a Lease, Licence or Special Privilege**

Parties who seek to assign the interest in a lease, licence or special privilege to common property granted by the owners corporation in conjunction with the sale of a lot must take note of the following and ensure that all required matters are properly completed.

It is the responsibility of the vendor:

- to produce the lease, licence or special privilege and any antecedent assignment required by the covenants of the agreement; and
- to provide to the purchaser the documentation which the parties intend to rely upon in seeking to transfer any right under a lease, licence or special privilege.

The vendor and purchaser will agree as to the whether the vendor or purchaser will prepare any required the documentation necessary to effect assignment or transfer of the rights.

Any document or deed of assignment or transfer which is to be executed by the owners corporation is required to be sealed pursuant to section 20 of the Owners Corporations Act 2006. This may necessitate a committee meeting is convened or a postal ballot pursuant to Part 4 of Division 5 of the Owners Corporations Act 2006 is conducted in order to approve the transfer and execution of documents. In order to allow sufficient time to seek the necessary consent of the owners corporation, at least 20 working days must be allowed for approval of documents. The approval of any assignment or transfer is by the owners corporation and not by Positive Owners Corporation Management Pty Ltd. If the owners corporation wishes to seek legal advice regarding the assignment or transfer of a lease, licence or special privilege this may extend the time required.

If any required prior assignment or transfer has not been undertaken and the chain of assignment to the current claimant of the grant is not completed, it is the responsibility of the vendor and/or purchaser to determine if the failure to complete antecedent assignments or transfers can be rectified in accordance with the terms of the grant and then take such steps as are necessary to satisfy the requirements of the agreement and owners corporation.

If an assignment or transfer has not been made, the terms of the grant may determine that the agreement has been extinguished on that failure and thus the right comprehended by the original grant cannot be transferred. If the vendor or purchaser wish to re-enliven the rights previously granted, it will be necessary to comply with section 14 of the Owners Corporations Act 2006 which requires that the owners corporation approve the grant by passing a special resolution.

The cost of any work associated with the assignment of a lease or licence, including file searches, is not included in the fee for the provision of an owners corporation certificate and will be charged at our current professional rates. This will include seeking the approval of the committee or owners corporation by way of general meeting, committee meeting or postal ballot for the approval of the execution of any assignment documents by the owners corporation.

It is the obligation of the vendor to ensure that the purchaser is aware of these conditions and this should be done by providing a copy of this document to the purchaser as this office does not provide separate advice unless an owners corporation certificate is sought. The failure of the vendor to provide this advice will not alter the obligation of the purchaser to comply

with the above.

Yours faithfully  
POSITIVE OWNERS CORPORATION MANAGEMENT PTY LTD

MARTIN MELTZER  
Manager

Tel: 9431 4111  
Email : info@positiveocm.com.au

A handwritten signature in blue ink, appearing to read 'M. Meltzer', with a large, sweeping flourish extending to the right.

**OWNERS CORPORATIONS CERTIFICATE**  
**Owners Corporations Act 2006 (Section 151)**  
**Owners Corporations Regulations 2018 (Regulation 16)**

Owners Corporation 36 FOREST STREET  
 36 Forest Street  
 Whittlesea  
 3757

Plan Number: 402799

Vendor Ms L Tanner  
 Reference 4248/RV Tanner

This certificate is issued for Lot 1 on Plan Number 402799 Lot Liability 50 Lot Entitlement 50  
 the postal address of which is: 1/36 Forest Street, Whittlesea 3757

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)

The current fees for Administration Fund for the above lot are:

| Description          | Amount | Due Date | Date Paid | Notice Date |
|----------------------|--------|----------|-----------|-------------|
| 01/10/22 to 31/03/23 | 605.00 | 01/10/22 | 26/09/22  | 05/09/22    |
| 01/04/23 to 30/09/23 | 662.50 | 01/04/23 | 23/03/23  | 06/03/23    |
| 01/10/23****31/03/24 | 662.50 | 01/10/23 | 22/09/23  | 06/09/23    |

Regulation 16(b)

The Administration Fund fees are paid up until  
 Amount unpaid including billed not yet due Nil

31/03/24

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Administration Fund Fees  
 (Credit shown with -)

Nil

2 The current fees for Maintenance Fund for the above lot are:

| Description | Amount | Due Date | Date Paid | Notice Date |
|-------------|--------|----------|-----------|-------------|
|-------------|--------|----------|-----------|-------------|

Regulation 16(b)

The Maintenance Fund fees are paid up until  
 Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Maintenance Fund Fees  
 (Credit shown with -)

Nil

3 Regulation 16(d) Administration Fund

The following special fees or levies have been struck and are payable as follows:

| Description | Amount | Due Date | Date Paid | Notice Date |
|-------------|--------|----------|-----------|-------------|
|-------------|--------|----------|-----------|-------------|

See Annexure 'Fees Details'

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees  
 (Credit shown with -)

Nil

4 Regulation 16(d) Maintenance Fund

The following special fees or levies have been struck and are payable as follows:

| Description | Amount | Due Date | Date Paid | Notice Date |
|-------------|--------|----------|-----------|-------------|
|-------------|--------|----------|-----------|-------------|

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees  
 (Credit shown with -)

Nil

5 Section 151(4)(a)(iii) Other amounts owing

| Purpose | Fund | Amount | Due Date | Amount Unpaid |
|---------|------|--------|----------|---------------|
|---------|------|--------|----------|---------------|

Interest Rate: 10.00

Interest to Certificate Date:

Nil

Daily Interest Accruing:

Nil

**OWNERS CORPORATIONS CERTIFICATE (Continued)**

Lot 1 On Plan Number 402799

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

|                |     |
|----------------|-----|
| Annual Fees    | Nil |
| Special Fees   | Nil |
| Other Payments | Nil |
| Interest       | Nil |

**Total Unpaid Fees and Charges:** (Unpaid amount including billed not yet due \$0.00) Nil

- 6 Section 151(4)(a)(v) Regulation 16(e)  
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil
- 7 Section 151(4)(a)(iv) Regulation 16(f)  
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS
- 8 Section 151(4)(a)(iv) Regulation 16(g)  
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have not
- 9 Section 151(4)(a)(vi) Regulation 16(h)  
Total funds held by owners corporation (including any investment accounts): \$13,614.14
- 10 Section 151(4)(a)(vii) Regulation 16(i)  
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: See Attached 'NON-BUDGET ITEMS'
- 11 Section 151(4)(a)(viii) Regulation 16(j)  
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: See Attached 'COMMON PROPERTY AFFECTED'
- 12 Section 151(4)(a)(ix) Regulation 16(k)  
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil
- 13 Section 151(4)(a)(x) Regulation 16(l)  
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil
- 14 Section 151(4)(a)(xi) Regulation 16(m)  
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: Nil
- 15 Section 151(4)(a)(xii) Regulation 16(n)  
The owners corporation has resolved to appoint a manager, being:  
Positive Owners Corp Mgt Suite 19 39 Grand Blvd Montmorency VIC 3094  
Telephone: 03 9431 4111 Facsimile: Email: karlie.oconnor@positiveocm.com.au
- 16 Section 151(4)(a)(xiii) Regulation 16(o)  
No proposal has been made for the appointment of an administrator except as follows:  
Nil
- 17 Section 151(4)(b)(i)  
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)  
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii) Regulation 16(p)  
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)  
Other documents of a prescribed kind: Nil
- 21 Section 151(4)(b)(v)  
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
- 22 Other Matters See Attached 'OTHER MATTERS'

Victoria

# OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot

1

On

Plan Number 402799

The Common Seal of The Victorian Owners Corporation 36 FOREST STREET PLAN OF SUBDIVISION NO. 402799G was hereunto affixed on 02 February 2024 and witness by and in the presence of Positive Owners Corp Mgt by its duly authorised officer being a person authorised under the Victorian Owners Corporations Act 2006 to the fixing of the Common Seal.



A handwritten signature in blue ink, appearing to be "K. O'Connor", written over a horizontal line.

Dated: 02 February 2024

PP

Owners Corporation Manager  
**Karlie Oconnor**

## INSURANCE DETAILS

## 36 FOREST STREET

| Type/Name of Insurer           | Policy Number/Broker        | Sum Insured | Renewal Date | Date when last premium paid | Amount of last premium |
|--------------------------------|-----------------------------|-------------|--------------|-----------------------------|------------------------|
| <b>BUILDING</b><br>CHU         | HU0006067531<br>AB PHILLIPS | 6,000,000   | 05/08/24     | 19/07/23                    | 11,875.23              |
| <b>CONTENTS</b><br>CHU         | HU0006067531<br>AB PHILLIPS | 60,000      | 05/08/24     | 19/07/23                    |                        |
| <b>PUBLIC LIABILITY</b><br>CHU | HU0006067531<br>AB PHILLIPS | 20,000,000  | 05/08/24     | 19/07/23                    |                        |

**Item 10 - Non-Budget Items**

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

AGM - 11 MARCH 2020

CONTACT TO BE MADE WITH NEIGHBOURING PROPERTY REGARDING POTENTIAL ASPHALT WORKS IN DRIVEWAY. TO DATE NO SPECIAL LEVY STRUCK OR HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 30/9/24 AT WHICH TIME THERE WAS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

AGM 2021

INTERCOM

QUOTES BEING OBTAINED FOR INTERCOM UPGRADE. QUOTE RECEIVED IN THE AMOUNT OF \$25,000. A SPECIAL LEVY WILL BE REQUIRED TO DEFRAY THIS COST. TO DATE A SPECIAL LEVY HAS NOT BEEN STRUCK TO DEFRAY THIS COST.

SKYLIGHTS

SEE ITEM 22 BELOW. A SPECIAL LEVY BASED ON BENEFIT PRINCIPLE MAY BE APPLIED. SEE ITEM 22 FOR FURTHER DETAILS.

**Item 11 - Common Property Affected**

THE OWNERS CORPORATION HAS RESOLVED TO APPOINT A MANAGER - POSITIVE OWNERS CORPORATION MANAGEMENT - P.O. BOX 369, ELSTERNWICK. BUSINESS LICENSING AUTHORITY REGISTRATION NUMBER: 001283

**Item 22 - Other Matters**

FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.

ROOF SKYLIGHTS

THE OWNERS CORPORATION HAS RESOLVED THAT IT WILL APPLY THE BENEFIT PRINCIPLE TO THE COST OF ANY REPAIR OR REPLACEMENT OF SKYLIGHTS LOCATED ON COMMON PROPERTY. AS BENEFIT PRINCIPLE WILL BE APPLIED AN OWNER MAY IF THEY WISH ARRANGE FOR THE REPLACEMENT OR REPAIR OF SKYLIGHTS AS REQUIRED USING A CONTRACT OF THEIR CHOOSING.

BALCONY - LOT 19

AN INSURANCE CLAIM WAS LODGED IN RESPECT OF DAMAGE TO THE BALCONY. THE ASSESSOR APPOINTED BY THE INSURER DETERMINED THAT THIS WAS A MAINTENANCE ISSUE AND NOT SUBJECT TO AN INSURANCE CLAIM. OWNERS OF LOTS WITH BALCONIES ARE REQUIRED TO MAINTAIN AND REPAIR THE BALCONY AS REQUIRED.

AN OWNER WHO UNDERTAKES REPAIR, REPLACEMENT OR REMOVAL OF A SKYLIGHT IS RESPONSIBLE FOR THE ONGOING MAINTENANCE AND REPAIR OF THE AREA INCLUDING REMEDYING OF ANY LEAK ARISING FROM ANY LEAK ARISING FROM REMOVAL, REPLACEMENT OR REPAIR.



**OWNERS CORPORATION PLAN NO. 402799G**  
**36 FOREST STREET, WHITTLESEA**

INTERIM DECISIONS OF THE 2023 ANNUAL GENERAL MEETING OF MEMBERS OF  
OWNERS CORPORATION PLAN NO. 402799G HELD AT UNIT 16, 36 FOREST STREET, WHITTLESEA  
ON THURSDAY 23 FEBRUARY, 2023 AT 5:00 PM

| <b>PRESENT :</b>                    | <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Unit No.</th> </tr> </thead> <tbody> <tr> <td>John Stoner</td> <td style="text-align: right;">8</td> </tr> <tr> <td>Natalie Martini</td> <td style="text-align: right;">10</td> </tr> <tr> <td>Mark Morton</td> <td style="text-align: right;">16</td> </tr> </tbody> </table>   | Name     | Unit No.          | John Stoner | 8   | Natalie Martini | 10          | Mark Morton       | 16           |           |          |
|-------------------------------------|---|----------|-------------------|-------------|---|-----------------|-------------|-------------------|--------------|-----------|----------|
| Name                                | Unit No.  |          |                   |             |   |                 |             |                   |              |           |          |
| John Stoner                         | 8   |          |                   |             |   |                 |             |                   |              |           |          |
| Natalie Martini                     | 10  |          |                   |             |   |                 |             |                   |              |           |          |
| Mark Morton                         | 16  |          |                   |             |   |                 |             |                   |              |           |          |
| <b>CHAIRPERSON :</b>                | <b>IT WAS RESOLVED</b> to appoint Karlie OConnor of Positive Owners Corporation Management to act as the Chairperson of the Meeting.  |          |                   |             |   |                 |             |                   |              |           |          |
| <b>APOLOGIES :</b>                  | George Aslanis <span style="float: right;">14</span>  |          |                   |             |   |                 |             |                   |              |           |          |
| <b>PROXIES :</b>                    | Nil   |          |                   |             |   |                 |             |                   |              |           |          |
| <b>MINUTES OF THE PREVIOUS AGM:</b> | <b>IT WAS RESOLVED</b> that the Minutes of the Annual General Meeting held on 10th March 2022 as presented to the Meeting be confirmed as a true and accurate account of proceedings at that Meeting.   |          |                   |             |   |                 |             |                   |              |           |          |
| <b>FINANCIAL STATEMENTS:</b>        | <p><b>IT WAS RESOLVED</b> to approve and adopt the Financial Statements prepared by Positive Owners Corporation Management and consisting of the following:</p> <p>(a) Statement of Financial Performance for the year ended 30.09.2022<br/> (b) Statement of Financial Position as at 30.09.2022</p>   |          |                   |             |   |                 |             |                   |              |           |          |
| <b>INSURANCE :</b>                  | <p>The manager advised that an independent insurance valuation could be obtained. <b>IT WAS RESOLVED</b> not to proceed with a valuation for Insurance of the Buildings and Improvements from an independent valuer and forthwith insure the Buildings and Improvements as indicated by such valuation.</p> <p><b>IT WAS FURTHER RESOLVED</b> that as required under Part 3 Division 6 of the <i>Owners Corporations Act 2006</i>, the Manager continue the following cover on all the land and property in which the Owners Corporation has an insurable interest with the present Insurance Company upon renewal the Manager has a standing direction to renew the policy with an increase in cover as recommended by the Insurer or Broker.</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 40%;">Insurer:</td> <td>CHU (AB PHILLIPS)</td> </tr> <tr> <td>Excess:</td> <td>\$2,500 water/burst pipes<br/>\$1,000 all other claims</td> </tr> <tr> <td>Building:</td> <td>\$6,000,000</td> </tr> <tr> <td>Public Liability:</td> <td>\$20,000,000</td> </tr> <tr> <td>Contents:</td> <td>\$60,000</td> </tr> </tbody> </table> <p>Members were reminded that Owners Corporation insurance <b>does not</b> cover contents or owners chattels, including carpets and floating floors, inside the units. Each owner should have Contents Insurance which includes personal Public Liability. Landlords are advised to have Landlords Contents cover.</p> <p>Positive Owners Corporation Management advised that there if there is an insurance claim that pertains to your unit only, the lot owner is responsible for the payment. If there is a common property claim then the excess is payable by the Owners Corporation.</p> | Insurer: | CHU (AB PHILLIPS) | Excess:     | \$2,500 water/burst pipes<br>\$1,000 all other claims | Building:       | \$6,000,000 | Public Liability: | \$20,000,000 | Contents: | \$60,000 |
| Insurer:                            | CHU (AB PHILLIPS)   |          |                   |             |   |                 |             |                   |              |           |          |
| Excess:                             | \$2,500 water/burst pipes<br>\$1,000 all other claims   |          |                   |             |   |                 |             |                   |              |           |          |
| Building:                           | \$6,000,000   |          |                   |             |   |                 |             |                   |              |           |          |
| Public Liability:                   | \$20,000,000  |          |                   |             |   |                 |             |                   |              |           |          |
| Contents:                           | \$60,000  |          |                   |             |   |                 |             |                   |              |           |          |

| <p><b>COMMITTEE OF MANAGEMENT :</b></p>  | <p><b>IT WAS RESOLVED</b> that a Committee of 3 Members be appointed until the next Annual General Meeting.</p> <p>The following were declared duly elected as Members of the Committee of the Owners Corporation.</p> <table data-bbox="464 315 1342 421"> <tr> <td>John Stoner</td> <td>8</td> </tr> <tr> <td>George Aslanis</td> <td>14</td> </tr> <tr> <td>Mark Morton</td> <td>16</td> </tr> </table> <p><b>IT WAS FURTHER RESOLVED</b> that the Committee may determine the notice to be given for a committee meeting and is not required to give three (3) days notice as set down in section 109 of the Owners Corporations Act 2006.</p>  | John Stoner                                  | 8  | George Aslanis                               | 14   | Mark Morton                                  | 16  |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
|--|---|--|--|--|--|--|---|---|---|--------|--------|--------|--------|-------|-------|---|--------|--------|--------|--------|-------|-------|---|--------|--------|--------|--------|-------|-------|---|--------|--------|--------|--------|-------|-------|---|--------|--------|--------|--------|-------|-------|---|--------|--------|--------|--------|-------|-------|---|--------|--------|--------|--------|-------|-------|---|--------|--------|--------|--------|-------|-------|---|--------|--------|--------|--------|-------|-------|----|--------|--------|--------|--------|-------|-------|----|--------|--------|--------|--------|-------|-------|----|--------|--------|--------|--------|-------|-------|----|--------|--------|--------|--------|-------|-------|----|--------|--------|--------|--------|-------|-------|----|--------|--------|--------|--------|-------|-------|----|--------|--------|--------|--------|-------|-------|----|--------|--------|--------|--------|-------|-------|----|--------|--------|--------|--------|-------|-------|----|--------|--------|--------|--------|-------|-------|----|--------|--------|--------|--------|-------|-------|
| John Stoner  | 8   |  |  |  |  |  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| George Aslanis   | 14  |  |  |  |  |  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| Mark Morton  | 16  |  |  |  |  |  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| <p><b>FEES TO COVER GENERAL ADMINISTRATION AND MAINTENANCE 01.10.2022 - 30.09.2023</b></p> | <p><b>IT WAS RESOLVED</b> that pursuant to Section 23 of the Owners Corporations Act 2006 an amount of \$26,500.00 including GST, if applicable, be raised to meet the anticipated expenses for the current financial year of the Owners Corporation being 01.10.2022 - 30.09.2023. This Fund is to remain in force until the next Annual General Meeting.</p> <p>The fees per unit for the half year commencing 1st October, 1st April as follows:</p> <table border="1" data-bbox="448 909 1465 1756"> <thead> <tr> <th>Lot No</th> <th>Gross Amount for half year 01.10.22 - 31.03.23</th> <th>Net Amount for half year 01.10.22 - 31.03.23</th> <th>Gross Amount for half year 01.04.23 - 30.09.23</th> <th>Net Amount for half year 01.04.23 - 30.09.23</th> <th>Catchup levy for first half year Gross Amount</th> <th>Catchup levy for first half year Net Amount</th> </tr> </thead> <tbody> <tr><td>1</td><td>605.00</td><td>544.50</td><td>662.50</td><td>596.25</td><td>57.50</td><td>51.75</td></tr> <tr><td>2</td><td>605.00</td><td>544.50</td><td>662.50</td><td>596.25</td><td>57.50</td><td>51.75</td></tr> <tr><td>3</td><td>605.00</td><td>544.50</td><td>662.50</td><td>596.25</td><td>57.50</td><td>51.75</td></tr> <tr><td>4</td><td>484.00</td><td>435.60</td><td>530.00</td><td>477.00</td><td>46.00</td><td>41.40</td></tr> <tr><td>5</td><td>484.00</td><td>435.60</td><td>530.00</td><td>477.00</td><td>46.00</td><td>41.40</td></tr> <tr><td>6</td><td>605.00</td><td>544.50</td><td>662.50</td><td>596.25</td><td>57.50</td><td>51.75</td></tr> <tr><td>7</td><td>605.00</td><td>544.50</td><td>662.50</td><td>596.25</td><td>57.50</td><td>51.75</td></tr> <tr><td>8</td><td>605.00</td><td>544.50</td><td>662.50</td><td>596.25</td><td>57.50</td><td>51.75</td></tr> <tr><td>9</td><td>605.00</td><td>544.50</td><td>662.50</td><td>596.25</td><td>57.50</td><td>51.75</td></tr> <tr><td>10</td><td>605.00</td><td>544.50</td><td>662.50</td><td>596.25</td><td>57.50</td><td>51.75</td></tr> <tr><td>11</td><td>484.00</td><td>435.60</td><td>530.00</td><td>477.00</td><td>46.00</td><td>41.40</td></tr> <tr><td>12</td><td>677.60</td><td>609.84</td><td>742.00</td><td>667.80</td><td>64.40</td><td>57.96</td></tr> <tr><td>13</td><td>605.00</td><td>544.50</td><td>662.50</td><td>596.25</td><td>57.50</td><td>51.75</td></tr> <tr><td>14</td><td>677.60</td><td>609.84</td><td>742.00</td><td>667.80</td><td>64.40</td><td>57.96</td></tr> <tr><td>15</td><td>677.60</td><td>609.84</td><td>742.00</td><td>667.80</td><td>64.40</td><td>57.96</td></tr> <tr><td>16</td><td>605.00</td><td>544.50</td><td>662.50</td><td>596.25</td><td>57.50</td><td>51.75</td></tr> <tr><td>17</td><td>677.60</td><td>609.84</td><td>742.00</td><td>667.80</td><td>64.40</td><td>57.96</td></tr> <tr><td>18</td><td>605.00</td><td>544.50</td><td>662.50</td><td>596.25</td><td>57.50</td><td>51.75</td></tr> <tr><td>19</td><td>677.60</td><td>609.84</td><td>742.00</td><td>667.80</td><td>64.40</td><td>57.96</td></tr> <tr><td>20</td><td>605.00</td><td>544.50</td><td>662.50</td><td>596.25</td><td>57.50</td><td>51.75</td></tr> </tbody> </table> <p><b>IT WAS RESOLVED</b> that should there be a shortfall in the funds of the Owners Corporation to meet its statutory or contractual commitment, including maintaining a current insurance policy, then the Owners Corporation manager may strike a special levy to meet the shortfall in funds to comply with the statutory and/or contractual obligations.</p> <p><b>IT WAS RESOLVED</b> that pursuant to section 31 of the <i>Owners Corporations Act</i> 2006 the Manager will issue fee notices in the approved form and that the Date of Notice will be the production date of that notice.</p> | Lot No                                       | Gross Amount for half year 01.10.22 - 31.03.23 | Net Amount for half year 01.10.22 - 31.03.23 | Gross Amount for half year 01.04.23 - 30.09.23 | Net Amount for half year 01.04.23 - 30.09.23 | Catchup levy for first half year Gross Amount | Catchup levy for first half year Net Amount | 1 | 605.00 | 544.50 | 662.50 | 596.25 | 57.50 | 51.75 | 2 | 605.00 | 544.50 | 662.50 | 596.25 | 57.50 | 51.75 | 3 | 605.00 | 544.50 | 662.50 | 596.25 | 57.50 | 51.75 | 4 | 484.00 | 435.60 | 530.00 | 477.00 | 46.00 | 41.40 | 5 | 484.00 | 435.60 | 530.00 | 477.00 | 46.00 | 41.40 | 6 | 605.00 | 544.50 | 662.50 | 596.25 | 57.50 | 51.75 | 7 | 605.00 | 544.50 | 662.50 | 596.25 | 57.50 | 51.75 | 8 | 605.00 | 544.50 | 662.50 | 596.25 | 57.50 | 51.75 | 9 | 605.00 | 544.50 | 662.50 | 596.25 | 57.50 | 51.75 | 10 | 605.00 | 544.50 | 662.50 | 596.25 | 57.50 | 51.75 | 11 | 484.00 | 435.60 | 530.00 | 477.00 | 46.00 | 41.40 | 12 | 677.60 | 609.84 | 742.00 | 667.80 | 64.40 | 57.96 | 13 | 605.00 | 544.50 | 662.50 | 596.25 | 57.50 | 51.75 | 14 | 677.60 | 609.84 | 742.00 | 667.80 | 64.40 | 57.96 | 15 | 677.60 | 609.84 | 742.00 | 667.80 | 64.40 | 57.96 | 16 | 605.00 | 544.50 | 662.50 | 596.25 | 57.50 | 51.75 | 17 | 677.60 | 609.84 | 742.00 | 667.80 | 64.40 | 57.96 | 18 | 605.00 | 544.50 | 662.50 | 596.25 | 57.50 | 51.75 | 19 | 677.60 | 609.84 | 742.00 | 667.80 | 64.40 | 57.96 | 20 | 605.00 | 544.50 | 662.50 | 596.25 | 57.50 | 51.75 |
| Lot No   | Gross Amount for half year 01.10.22 - 31.03.23  | Net Amount for half year 01.10.22 - 31.03.23 | Gross Amount for half year 01.04.23 - 30.09.23 | Net Amount for half year 01.04.23 - 30.09.23 | Catchup levy for first half year Gross Amount  | Catchup levy for first half year Net Amount  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 1  | 605.00  | 544.50                                       | 662.50   | 596.25                                       | 57.50  | 51.75  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 2  | 605.00  | 544.50                                       | 662.50   | 596.25                                       | 57.50  | 51.75  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 3  | 605.00  | 544.50                                       | 662.50   | 596.25                                       | 57.50  | 51.75  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 4  | 484.00  | 435.60                                       | 530.00   | 477.00                                       | 46.00  | 41.40  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 5  | 484.00  | 435.60                                       | 530.00   | 477.00                                       | 46.00  | 41.40  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 6  | 605.00  | 544.50                                       | 662.50   | 596.25                                       | 57.50  | 51.75  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 7  | 605.00  | 544.50                                       | 662.50   | 596.25                                       | 57.50  | 51.75  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 8  | 605.00  | 544.50                                       | 662.50   | 596.25                                       | 57.50  | 51.75  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 9  | 605.00  | 544.50                                       | 662.50   | 596.25                                       | 57.50  | 51.75  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 10   | 605.00  | 544.50                                       | 662.50   | 596.25                                       | 57.50  | 51.75  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 11   | 484.00  | 435.60                                       | 530.00   | 477.00                                       | 46.00  | 41.40  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 12   | 677.60  | 609.84                                       | 742.00   | 667.80                                       | 64.40  | 57.96  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 13   | 605.00  | 544.50                                       | 662.50   | 596.25                                       | 57.50  | 51.75  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 14   | 677.60  | 609.84                                       | 742.00   | 667.80                                       | 64.40  | 57.96  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 15   | 677.60  | 609.84                                       | 742.00   | 667.80                                       | 64.40  | 57.96  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 16   | 605.00  | 544.50                                       | 662.50   | 596.25                                       | 57.50  | 51.75  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 17   | 677.60  | 609.84                                       | 742.00   | 667.80                                       | 64.40  | 57.96  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 18   | 605.00  | 544.50                                       | 662.50   | 596.25                                       | 57.50  | 51.75  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 19   | 677.60  | 609.84                                       | 742.00   | 667.80                                       | 64.40  | 57.96  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |
| 20   | 605.00  | 544.50                                       | 662.50   | 596.25                                       | 57.50  | 51.75  |   |   |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |   |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |    |        |        |        |        |       |       |

|   |  |
|---|--|
| <p><b>LATE PAYMENT OF MAINTENANCE CHARGES &amp; LEVIES:</b></p> | <p><b>IT WAS RESOLVED</b> that fees and charges are payable within the statutory period of 28 days from the Date of Notice as set out on the Fee Notice.</p> <p><b>IT WAS FURTHER RESOLVED</b> that the Owners Corporation will, pursuant to section 29 of the <i>Owners Corporations Act 2006</i>, apply interest to the amounts owing by a member after the due date at the rate fixed from time to time under the <i>Penalty Interest Rates Act 1983</i>.</p> <p><b>IT WAS RESOLVED FURTHER</b> that the costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the <i>Owners Corporations Act 2006</i>, Act No. 69/2006, will be fully recoverable from the indebted lot owner.</p> <p>This includes administrative fees charged to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.</p>  |
| <p><b>ARREARS AS AT DATE OF MEETING</b></p>                     | <p>The Manager advised the Meeting that there were several owners in arrears as at date of Meeting.</p>  |
| <p><b>OCCUPATIONAL HEALTH &amp; SAFETY</b></p>                  | <p>The Manager advised the meeting of the operation of the Occupational Health &amp; Safety Act 2004 and the need for compliance so as not to adversely impact on the insurance policy of the property and in order to avoid any possible penalties being applied to the Owners Corporation. The Manager advised members that Positive Owners Corporation Management Pty Ltd is not a building surveyor or engineer and is not able to determine compliance obligations.</p> <p><b>IT WAS RESOLVED</b> not to appoint a Consultant to carry out an assessment to determine compliance with Occupational Health &amp; Safety Act 2004 provisions, notwithstanding the Manager's recommendation that the Owners Corporation appoint a Consultant to carry out an assessment to determine compliance with Occupational Health &amp; Safety Act 2004 provisions.</p> <p>Members advised the Manager that they will advise the manager of any irregularities that arise on the common property.</p> |
| <p><b>APPOINTMENT OF OWNERS CORPORATION MANAGER:</b></p>        | <p><b>IT WAS RESOLVED</b> that the Owners Corporation appoints Positive Owners Corporation Management Pty Ltd to be the Manager of the Owners Corporation in accordance with Section 119 of the Owners Corporations Act 2006 using the Contract of Appointment for a period of 2 years.</p>  |
| <p><b>DELEGATION TO COMMITTEE:</b></p>                          | <p><b>IT WAS RESOLVED</b> that the Owners Corporation delegates by these minutes to the Committee of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the Owners Corporations Act 2006.</p>  |
| <p><b>DELEGATION TO MANAGER:</b></p>                            | <p><b>IT WAS RESOLVED</b> that pursuant to Section 11 of the Owners Corporations Act 2006 the Owners Corporation delegates powers and functions to the Manager as set out in these minutes and the Contract of Appointment.</p>  |
| <p><b>COMMON SEAL:</b></p>                                      | <p><b>IT WAS RESOLVED</b> pursuant to section 20 of the <i>Owners Corporation Act 2006</i> to authorise the affixing of the common seal of the Owners Corporation to leases, licences, assignments or transfer of leases or licences, contracts and agreements required to be executed under the common seal of the Owners Corporation if approved by the Owners Corporation.</p>  |
| <p><b>GENERAL BUSINESS:</b></p>                                 | <p><u>Cleaning of internal common areas</u></p> <p>It was advised that Natalie Martini of Unit 10 will take over the cleaning of the internal common areas in lieu of the annual Owners Corporation levy.</p>  |

|  |   |
|--|---|
|  | <p><u>Gardening</u><br/>Mark Morton of Unit 16, with the assistance of John Stoner of Unit 8, has offered to complete upgrades to the two garden beds in the rear carpark, to include new timber sleeper edging, soil and plants.<br/>The cost of materials will be reimbursed to Mark from common funds.</p> <p><u>Intercom</u><br/>The meeting resolved that this matter will be put on hold for the time being due to cost.</p> <p><u>Waste bins</u><br/>Residents are reminded to ensure you place your household rubbish into the correct bins and that bins are put out weekly. Waste bins <u>must</u> be removed from the front of the property following collection and stored in rear yards / out of sight. This is a further warning that council will be issuing fines to any residents who leave bins out for longer than 24 hours.</p> <p><u>Hard waste / furniture stored in carports</u><br/>It was further noted that residents are continuing to leave hard waste / furniture items / trolleys in carports. These items must be removed immediately. Carports are for vehicle storage only. Contact will be made to the offending units.</p> <p><u>Parking on common areas</u><br/>Parking for residents is limited to within allocated car spaces. All other areas must remain clear at all times for clear access, turning space and emergency vehicles. Parking on common property strictly prohibited.</p> |
|--|---|

THERE BEING NO FURTHER BUSINESS THE MEETING WAS DECLARED CLOSED AT 5:47 PM

### **Notice pursuant to Section 78 of the Owners Corporations Act 2006**

As the general meeting did not have a quorum, Section 78 of the Owners Corporations Act 2006 determines that the resolutions passed at that meeting are interim resolutions and take effect in accordance with that section. We set out subsections (78(1) to 78(4) inclusive and draw your attention to section 78(4).

- (1) *Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.*
- (2) *Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.*
- (3) *The minutes must be accompanied by a notice setting out the effect of subsection (4).*
- (4) *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 that meeting; or*
- (c) *if notice of a special general meeting is given within that 29 day period and the meeting is not 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 resolution cannot be acted on until the resolution is confirmed at that 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*

## **Schedule 2—Model rules for an owners corporation**

Regulation 11

### **1 Health, safety and security**

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

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

#### **1.2 Storage of flammable liquids and other dangerous substances and materials**

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

#### **1.3 Waste disposal**

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

#### **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 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Owners Corporations Regulations 2018  
S.R. No. 154/2018

Schedule 3—Statement of advice and information for prospective purchasers  
and lot owners

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**Schedule 3—Statement of advice and  
information for prospective purchasers  
and lot owners**

Regulation 17

**What is an owners corporation?**

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

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

**How are decisions made by an owners corporation?**

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

**Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

**Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Owners Corporations Regulations 2018

S.R. No. 154/2018

Schedule 3—Statement of advice and information for prospective purchasers  
and lot owners

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**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 ANY DOCUMENTS YOU HAVE  
RECEIVED IN RELATION TO THE OWNERS CORPORATION  
YOU SHOULD SEEK EXPERT ADVICE.

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# Plan of Subdivision No. 402799G

ABN 89 618 753 819

## STATEMENT

 Transfer Date:  
31/10/19

 Ms L Tanner  
 Unit 1  
 36 Forest Street  
 Whittlesea VIC 3757

## Statement Period

01 Oct 22 to 02 Feb 24

|             |        |         |   |
|-------------|--------|---------|---|
| A/c No      | 1      | Lot No  | 1 |
| Page Number | 1 of 1 | Unit No | 1 |

Last Certificate Issued: 02/02/24

| Date         | Type               | Details              | Reference | Debit      | Credit                  | Balance     |
|--------------|--------------------|----------------------|-----------|------------|-------------------------|-------------|
|              |                    | Brought forward      |           |            | 605.00                  | -605.00     |
| 01/10/22     | Admin Fund         | 01/10/22 To 31/03/23 | I0000161  | 605.00     |                         | 0.00        |
| 06/03/23     | Admin Fund         | 01/04/23 To 30/09/23 | I0000181  | 662.50     |                         | 662.50      |
| 06/03/23     | Admin Fund Special | 01/04/23             | I0000201  | 57.50      |                         | 720.00      |
| 23/03/23     | Receipt            | Admin Fund           | R0000155  |            | 596.25                  | 123.75      |
| 23/03/23     | Receipt            | Admin Fund Special   | RA000155  |            | 51.75                   | 72.00       |
| 23/03/23     | Discount           | Admin Discount       | RB000155  |            | 66.25                   | 5.75        |
| 23/03/23     | Discount           | Admin Sp Discount    | RC000155  |            | 5.75                    | 0.00        |
| 06/09/23     | Admin Fund         | 01/10/23 To 31/03/24 | I0000221  | 662.50     |                         | 662.50      |
| 22/09/23     | Receipt            | Admin Fund           | R0000171  |            | 596.25                  | 66.25       |
| 22/09/23     | Discount           | Admin Discount       | RA000171  |            | 66.25                   | 0.00        |
|              |                    |                      |           | \$1,987.50 | \$1,987.50              | Nil         |
| Over 90 Days | 90 Days            | 60 Days              | 30 Days   | Current    | <b>BALANCE DUE: Nil</b> |             |
| 0.00         | 0.00               | 0.00                 | 0.00      | 0.00       | Date Paid               | Amount Paid |



POSITIVE OWNERS CORP MGT


 DEFT Reference Number:  
232663195 1000 0000 012

 Biller Code: 96503  
 Ref: 232663195 1000 0000 012

 Lot 1/ Unit 1  
 36 Forest Street

Visit www.deft.com.au to pay by card or direct debit.

\*\* Payments by credit card may attract a surcharge

Internet &amp; Telephone Banking - BPAY

Make this payment from your preferred bank account or card


 Pay in-store at Australia Post by cheque or EFTPOS  
 All cheques must be made payable to:  
 Owners of 36 Forest Street O.C.S.P. 402799


\*496 232663195 10000000012

 TOTAL AMOUNT DUE  
 DUE DATE

**\$0.00**



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Confident Conveyancing C/- Triconvey (Reseller)  
77 Castlereagh Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 415218

NO PROPOSALS. As at the 30th January 2024, 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 1 36 FOREST STREET, WHITTLESEA 3757  
CITY OF WHITTLESEA

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: 30th January 2024

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 71652586 - 71652586152356 '415218'**

## Extract of EPA Priority Site Register

Page 1 of 2

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

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: Unit 1 36 FOREST STREET  
SUBURB: WHITTLESEA  
MUNICIPALITY: WHITTLESEA  
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 246 Reference G8  
DATE OF SEARCH: 30th January 2024

### PRIORITY SITES REGISTER REPORT:

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

### IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

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

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 71652586 - 71652586152356  
'415218'



## Extract of EPA Priority Site Register

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

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

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

Enquiries: *Building and Planning Administration 9217 2170*  
[Buildplan@whittlesea.vic.gov.au](mailto:Buildplan@whittlesea.vic.gov.au)

Your Ref: 71652586-020-2

9 February 2024

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION**  
**Unit 1, 36 (Lot 1) Forest Street, Whittlesea**

Further to your application for property information for the above address I write to advise the following:

**Regulation 51 1 (a)\***

| Building Permit No | Permit Date | Brief Description of Works | Final / Occupancy Permit Date Issued |
|--------------------|-------------|----------------------------|--------------------------------------|
|--------------------|-------------|----------------------------|--------------------------------------|

In the last 10 years no building permits were issued.

**Regulation 51 1 (b) (c)**

|   |                       |
|---|-----------------------|
| Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... | <b>Not Applicable</b> |
| Details of any current notice or order issued by the relevant building surveyor under the Act ..... | <b>No</b>             |

*(Please consult with Owner for copy of Building Notice where applicable)*

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

Yours sincerely

**BUILDING & PLANNING**  
**CITY OF WHITTLESEA**

**Council Offices**  
 25 Ferres Boulevard  
 South Morang VIC 3752  
 Locked Bag 1  
 Bundoora MDC VIC 3083  
 ABN 72 431 091 058

**Tel** 03 9217 2170  
**Fax** 03 9217 2111  
**TTY** 133 677 (ask for 9217 2170)  
**Email** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

 Free Telephone Interpreter Service

|            |           |          |           |
|------------|-----------|----------|-----------|
| عربي       | 9679 9871 | Hrvatski | 9679 9872 |
| 廣東話        | 9679 9857 | Ελληνικά | 9679 9873 |
| Italiano   | 9679 9874 | Türkçe   | 9679 9877 |
| Македонски | 9679 9875 | Việt-ngữ | 9679 9878 |
| 普通话        | 9679 9876 | Other    | 9679 9879 |