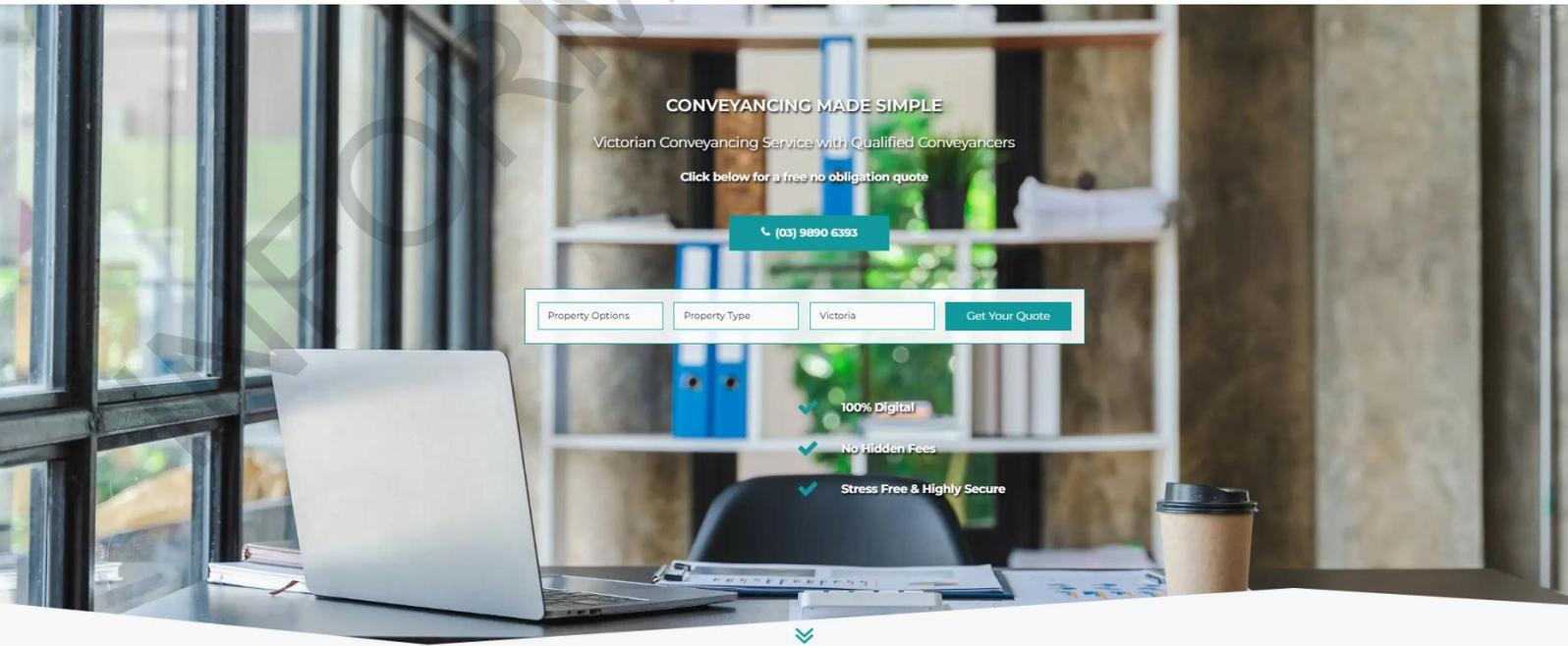


# Contract of Sale and Section 32 Statement

Unit 103, 3 Vangelica Way, South Morang VIC 3752



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Balwyn East  
VIC 3103

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

# 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 ...../...../2025

**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 ...../...../2025

**Print names(s) of person(s) signing:** Gayle May Roberts .....

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

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

### IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

**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.

## Particulars of Sale

### Vendor's estate agent

Name: Harcourts Rata & Co - South Morang  
Address: Shop 3, 24 Oleander Drive, Mill Park VIC 3082  
Email: sold@rataandco.com.au  
Tel: 03 9436 6888 Mob: Fax: Ref: Ilia Menkinoski

### Vendor

Name: Gayle May Roberts  
Address:  
ABN/ACN:  
Email:

### Vendor's legal practitioner or conveyancer

Name: Easy Online Conveyancing Pty Ltd  
Address: Ground Floor, 470 St Kilda Road, Melbourne VIC 3004  
Email: info@easyoc.com.au  
Tel: 03 9890 6393 Mob: 0448 598 936 Fax: Ref: 25/3804

### 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 11503 Folio 735	25E	PS 645760D

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 103, 3 Vangelica Way, South Morang VIC 3752

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

Inclusions: All fixed floor coverings, dishwasher, air conditioner, security system, window furnishings and electric light fittings, and all fixtures and fittings of a permanent nature as inspected.

Exclusions:

**Payment**

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

**GST** (general condition 19)

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

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

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

**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 words **'subject to lease'** appear in this box in which case refer to general condition 5.1.

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

**Terms contract** (general condition 30)

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

**Loan** (general condition 20 applies only if the box is checked) – **(not applicable at auction)**

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

Lender:

Loan amount:

Approval date:

**Building & Pest Report**

Building Report (general condition 21 applies only if the box is checked) – **(not applicable at auction)**

Pest Report (general condition 22 applies only if the box is checked) – **(not applicable at auction)**

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

Special Conditions

**Table of Contents:**

Particulars of Sale ..... 3

Special Conditions:

1 Condition of the property ..... 6  
2 Purchaser's inspections ..... 6  
3 Warranties ..... 6  
4 Planning ..... 6  
5 Foreign investment review board ..... 7  
6 Cost of Default ..... 7  
7 Statement of adjustments ..... 7  
8 Guarantee and indemnity ..... 7  
9 Whole agreement & No merger ..... 7  
10 Variation ..... 7  
11 Loan ..... 7  
12 Loss or damage before settlement ..... 7

General Conditions:

1 Electronic signature ..... 8  
2 Liability of signatory ..... 8  
3 Guarantee ..... 8  
4 Nominee ..... 8  
5 Encumbrances ..... 8  
6 Vendor warranties ..... 8  
7 Identity of the land ..... 9  
8 Services ..... 9  
9 Consents ..... 9  
10 Transfer & duty ..... 9  
11 Release of security interest ..... 9  
12 Builder warranty insurance ..... 10  
13 General law land ..... 10  
14 Deposit ..... 11  
15 Deposit bond ..... 12  
16 Bank guarantee ..... 12  
17 Settlement ..... 12  
18 Electronic settlement ..... 12  
19 GST ..... 13  
20 Loan ..... 14  
21 Building report ..... 14  
22 Pest report ..... 14  
23 Adjustments ..... 15  
24 Foreign resident capital gains withholding ..... 15  
25 GST withholding ..... 15  
26 Time & co-operation ..... 17  
27 Service ..... 18  
28 Notices ..... 18  
29 Inspection ..... 18  
30 Terms contract ..... 19  
31 Loss or damage before settlement ..... 19  
32 Breach ..... 19  
33 Interest ..... 19  
34 Default notice ..... 19  
35 Default not remedied ..... 20

General Rules for Auctions ..... 21  
Guarantee & Indemnity ..... 22  
Vendors Statement ..... 23

## SPECIAL CONDITIONS

### 1. Condition of the property

- 1.1 The Purchaser acknowledges that the property and the chattels are purchased in their existing condition and state of repair, as at the day of this sale;
- 1.2 The purchaser is not entitled to make any requisition, objection, or claim compensation for any; structure or improvement that may exist over any sewer, drain, or other property service; non-compliance of the improvements on the land with the provisions of the Local Government Act, Building Control Act, or any other Act or regulation relating to any improvements on this property.

### 2. Purchaser's inspections

- 2.1 The Purchaser warrants that in entering into this contract it;
  - (a) purchases the property solely as a result of its searches, inspection and enquiries; and
  - (b) accepts the condition of the Property as at the Day of Sale.
- 2.2 Subject to any warranties given by the Vendor in General Condition 6 (if any), the Purchaser acknowledges that it has relied on its own independent advice, examinations and valuations and has not relied on any information, representation or warranty given or made by or on behalf of the Vendor, including any information, representation or warranty concerning:
  - (a) title to the Property;
  - (b) the terms of any documents relating to any encumbrances affecting the Property;
  - (c) the boundaries or area of the Property;
  - (d) the neighborhood of the Property;
  - (e) the suitability of the Property for any particular use;
  - (f) Its rights and powers relating to the Property;
  - (g) the services and utilities to the Property;
  - (h) the occupation of the Property;
  - (i) the owner's corporation matters relating to the Property;
  - (i) whether improvements on the land comply with any laws;
  - (k) the condition of the Property;
  - (l) the accuracy, currency, reliability or completeness of information provided to the Purchaser by or on behalf of the Vendor;
  - (m) any financial return or income to be derived from the Property; or
  - (n) the applicability of any environmental liability to the Property.

### 3. Warranties

The Purchaser acknowledges that:

- (a) it accepts the Property with all Property Controls, Approvals, Plan Restrictions, Restrictive Covenant and Additional Restrictions;
- (b) it has made all the enquiries with all relevant Government Agencies that a prudent and careful person would make before entering into this contract;
- (c) it enters into this contract on the basis of its inspection and the enquiries it has carried out and relying on its own judgment;
- (d) it has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's solicitor or the Vendor's Agent other than those expressly set out in this contract;
- (e) it must disclose to any financier, valuer, authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of the Contract by the Vendor or any other party; and
- (f) any measurements shown on the Plans are indicative only.

### 4. Planning

- 4.1 The purchaser buys the property subject to any restrictions on its use or development under the Planning and Environment Act 1987 (Vic), any other planning scheme that applies to this property, and the local Property Controls.
- 4.2 Any such restrictions shall not constitute a defect in title, and the purchaser shall not make any requisition or objection or be entitled to any compensation from the vendor in this respect.

### 5. Foreign investment review board

- 5.1 If the Purchaser is not a Foreign Person, the Purchaser:
  - (a) warrants to the Vendor that the provisions of the Takeovers Act do not apply to the Purchaser or this purchase;
  - (b) is responsible for and agrees to indemnify the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in respect of a breach of the warranty in special condition

5.1(a), including legal costs on a full indemnity basis.

5.2 If the Purchaser is a Foreign Person:

(a) the Purchaser covenants to the Vendor that it has obtained or will obtain all necessary approvals and authorities under the Takeovers Act in order for it to lawfully complete this contract in accordance with its terms; and

(b) the Purchaser will, if the covenant in special condition 5.2(a) is breached, indemnify the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in connection with such a breach including legal costs on a full indemnity basis.

**6. Cost of default**

In addition to General Condition 35, the Purchaser must pay all reasonable costs incurred by the Vendor due to the Purchaser's failure to comply with any of its obligations under this contract, which may include, without limitation;

(a) all reasonable expenses incurred by the vendor as a result of the breach; and

(b) a default notice fee of \$550 which must be paid to the Vendors representative at settlement. If not paid by settlement, the Purchaser is taken to be in default of payment of the Balance until paid.

**7. Statement of adjustments**

The purchaser agrees to deliver to the vendor or vendor's legal practitioner's office a statement of adjustments together with copies of all certificates and other information used to calculate the adjustments under general condition 23 at least **2 business days prior** to settlement. Should the purchaser default in providing the statement of adjustments as required under this special condition, the purchaser must pay the vendor's reasonable costs \$250.00. If not paid by settlement, the Purchaser is taken to be in default of payment of the Balance until paid.

**8. Guarantee and indemnity**

If the Purchaser is a corporation (within the meaning of the Corporations Act) that is not admitted to the official list of ASX Limited, the Purchaser must on the Day of Sale:

(a) obtain execution of a guarantee and indemnity in the form of the Guarantee and Indemnity by all of the corporation's directors; and

(b) deliver each guarantee and indemnity, properly executed and stamped (if necessary) to the Vendor.

**9. Whole agreement & no merger**

(a) This contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of its subject matter, &

(b) A provision of this contract which can take effect after the Settlement Date does not merge on settlement and continues to bind the parties.

**10. Variation**

Any variation of any term of this contract must be in writing and initialed by all parties to the contract.

**11. Loan**

The "evidence of rejection" in general condition 20.2(c) must come from a money lending institution (not a mortgage broker) as a 'letter of finance decline'.

**12. Loss or damage before settlement**

General conditions 31.4, 31.5 & 31.6 are removed from this contract.

**Notes - Special Conditions**

These special conditions have been prepared by Easy Online Conveyancing.

Requests for minor amendments and additions can be forwarded to the agent listed in the particulars of sale.

Requests for major amendments to these special conditions can be forwarded to [info@easyoc.com.au](mailto:info@easyoc.com.au)

## Contract of Sale of Land – 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.

### 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 2019.
- 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 preemptive 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 license 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 license 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*.

## 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 authorized 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 authorization 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 authorized 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 authorized 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 'authorized 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 authorized 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 lodgment 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 lodgment 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 transaction's legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment 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 lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
  - (b) if two or more electronic lodgment 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 lodgment.
- 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 lodgment 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

lodgment 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.
- 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 lodgment 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 lodgment 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 lodgment 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.

## 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 authorized 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 authorized 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 authorized 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.

## **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
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.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

## GUARANTEE & INDEMNITY

I/We,..... of .....

and ..... of .....

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

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

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

IN WITNESS whereof the parties hereto have set their hands and

seals this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....

in the presence of: ) Director (Sign)  
 Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....

in the presence of: ) Director (Sign)  
 Witness..... )

# Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

From: Gayle May Roberts, Unit 103, 3 Vangelica Way, South Morang VIC 3752

Property Address: Unit 103, 3 Vangelica Way, South Morang VIC 3752

Lot: 25E Plan of subdivision: 645760D (Volume 11503 Folio 735)

The Purchaser **is not required** to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 6 December 2025

Signed for and on behalf of the Vendor:

*PC*

INFORMATION ONLY

# 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 103, 3 VANGELICA WAY, SOUTH MORANG VIC 3752
-------------	--

Vendor's name	Gayle May Roberts	Date	/ /
Vendor's signature	 Signed by: Gayle Roberts 69BFDBFD52514D7...	6/12/2025	

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)

Their total does not exceed:

### 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:

Not Applicable

### 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:

Not Applicable

**4.2 Agricultural Chemicals**

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

NIL

**4.3 Compulsory Acquisition**

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

NIL

**5. BUILDING PERMITS**

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

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 checked="" 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 2000m<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)*

Register Search Statement
Plan of Subdivision
OC Search Report
Section 173 Agreement
Planning Certificate
Planning Report
Property Report
Rates Notice
Water Bill
Land Tax Certificate
Owners Corporation Certificate
Occupancy Certificate
Due Diligence Checklist



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

VOLUME 11503 FOLIO 735

Security no : 124130369665V  
Produced 01/12/2025 02:30 PM

**LAND DESCRIPTION**

Lot 25E on Plan of Subdivision 645760D.  
PARENT TITLE Volume 11422 Folio 893  
Created by instrument PS645760D Stage 2 26/06/2014

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
GAYLE MAY ROBERTS of UNIT 103 3 VANGELICA WAY SOUTH MORANG VIC 3752  
AY981436F 21/03/2025

**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.

AGREEMENT Section 173 Planning and Environment Act 1987  
AJ761363Q 28/06/2012

**DIAGRAM LOCATION**

SEE PS645760D 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 3 VANGELICA WAY SOUTH MORANG VIC 3752

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 26323C NOONANS LAWYERS AND CONVEYANCERS  
Effective from 14/07/2025

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS645760D



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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**

Page 2 of 2

DOCUMENT END

INFORMATION ONLY



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Document Type	<b>Plan</b>
Document Identification	<b>PS645760D</b>
Number of Pages (excluding this cover sheet)	<b>13</b>
Document Assembled	<b>01/12/2025 14:30</b>

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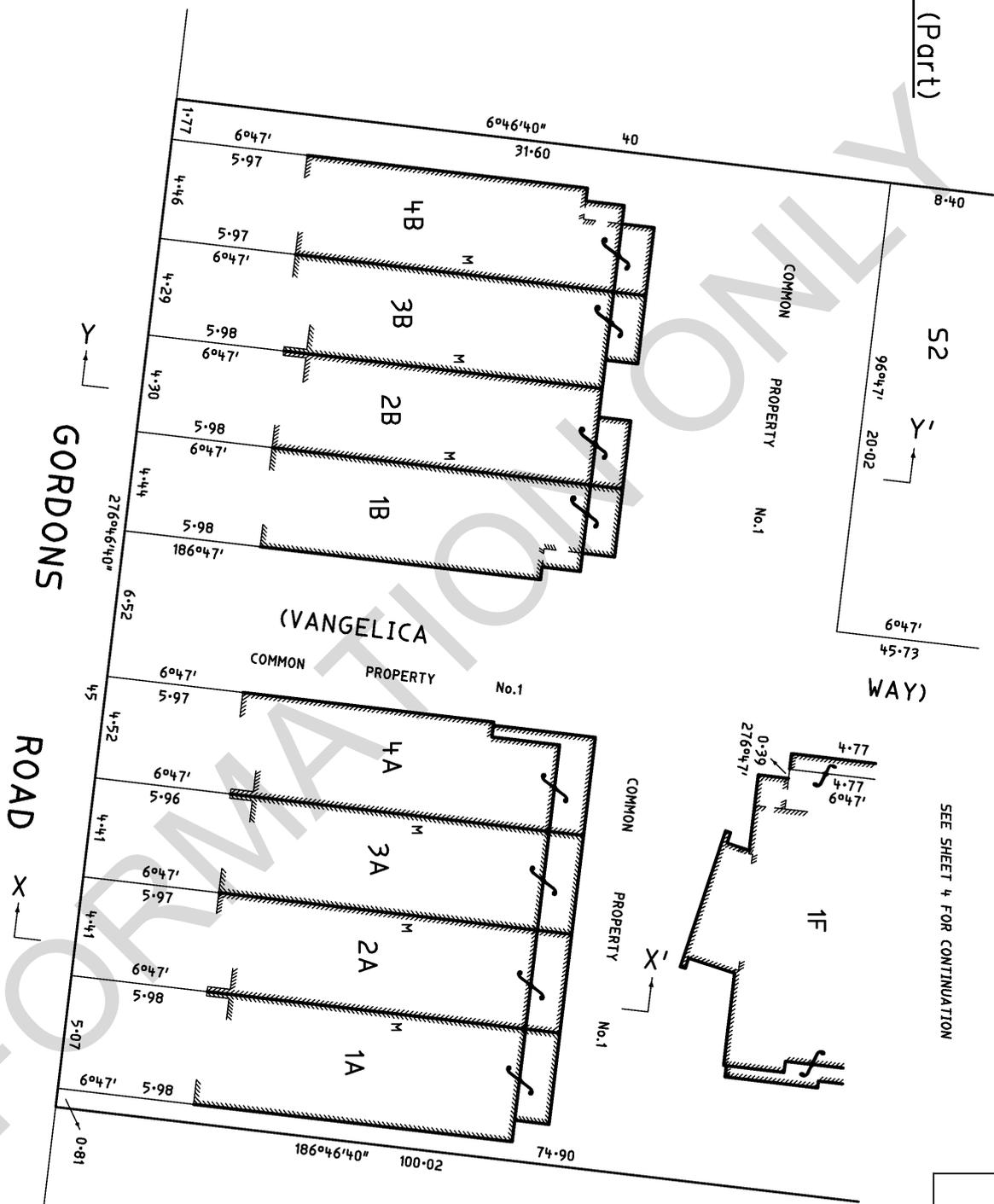
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DIAGRAM 2 (Part)

M.G.A. Zone 55



SEE SHEET 4 FOR CONTINUATION

SEE SHEET 3 FOR CONTINUATION

PS645760D



T 9331 4286  
F 9331 4366  
E admin@vicland.com.au  
W www.vicland.com.au



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RAYMOND JAMES MAWSON

REF 14513

VERSION 6

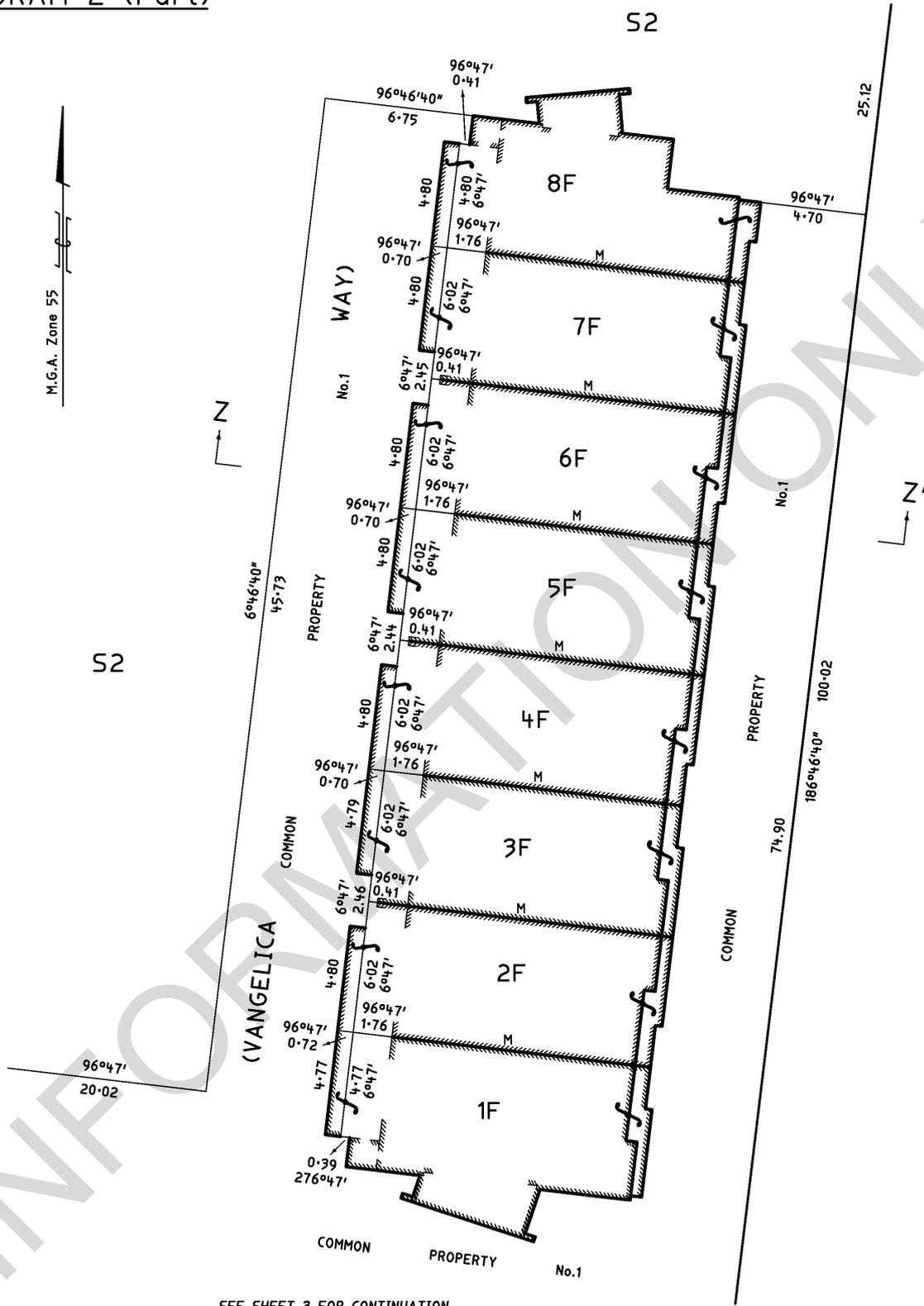
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Council Name:  
WHITTLESEA CITY COUNCIL

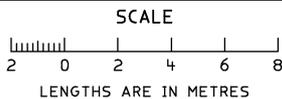
PS645760D

DIAGRAM 2 (Part)



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**VICLAND SURVEYING**  
 INC. KEARNEY & TYRRELL SURVEYING  
 53 Rose Street, Essendon 3040  
 T 9331 4266 E admin@vland.com.au  
 F 9331 4366 W www.vland.com.au



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SHEET 4

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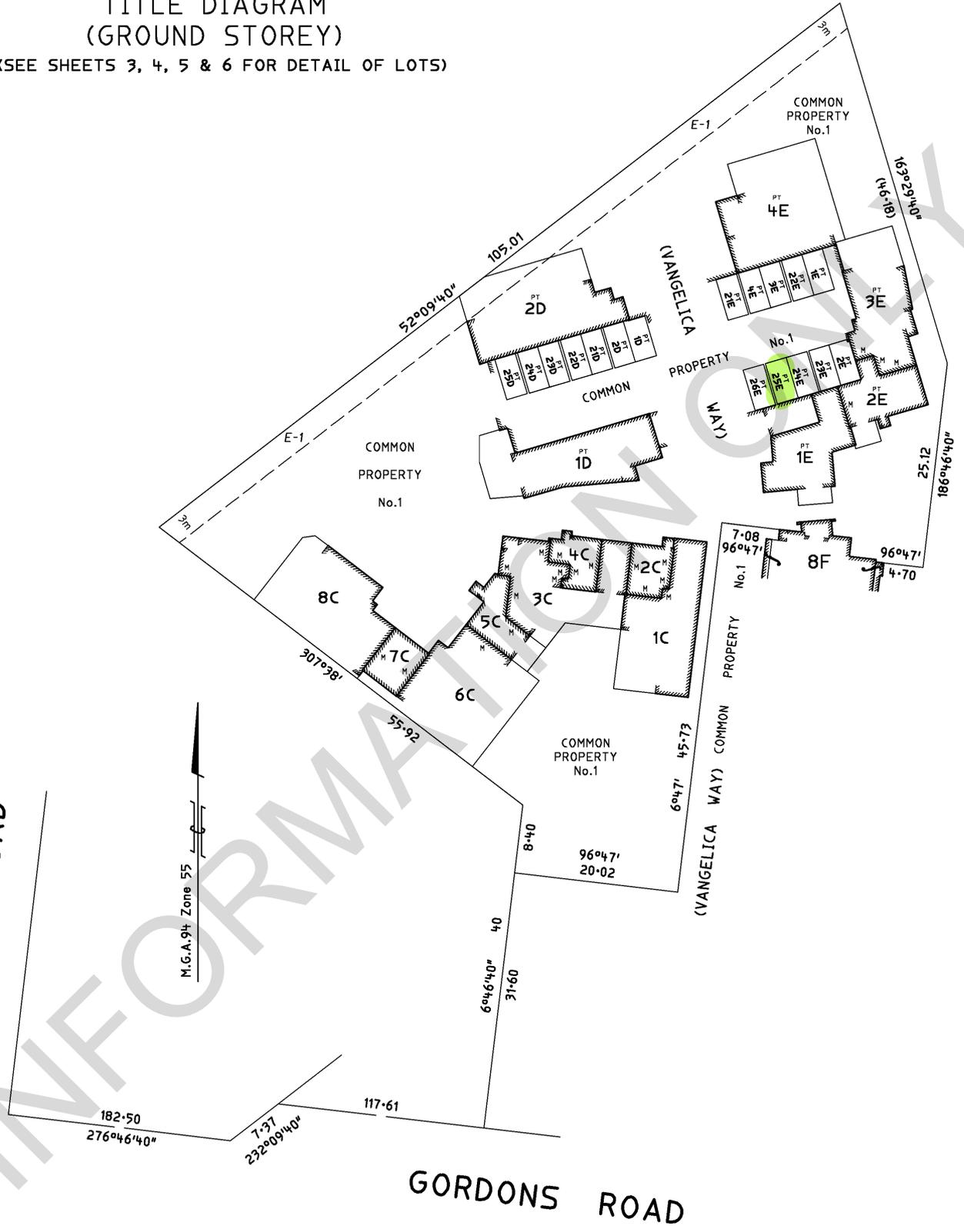
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DIAGRAM 1  
TITLE DIAGRAM  
(GROUND STOREY)  
(SEE SHEETS 3, 4, 5 & 6 FOR DETAIL OF LOTS)



GORDONS ROAD

GORDONS ROAD

(VANGELICA WAY) COMMON PROPERTY

M.G.A.94 Zone 55

<p>SCALE 5 0 5 10 15 20 LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE 1:500</p>	<p>SHEET 5 ORIGINAL SHEET SIZE: A3</p>
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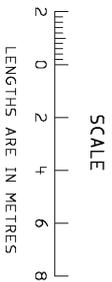
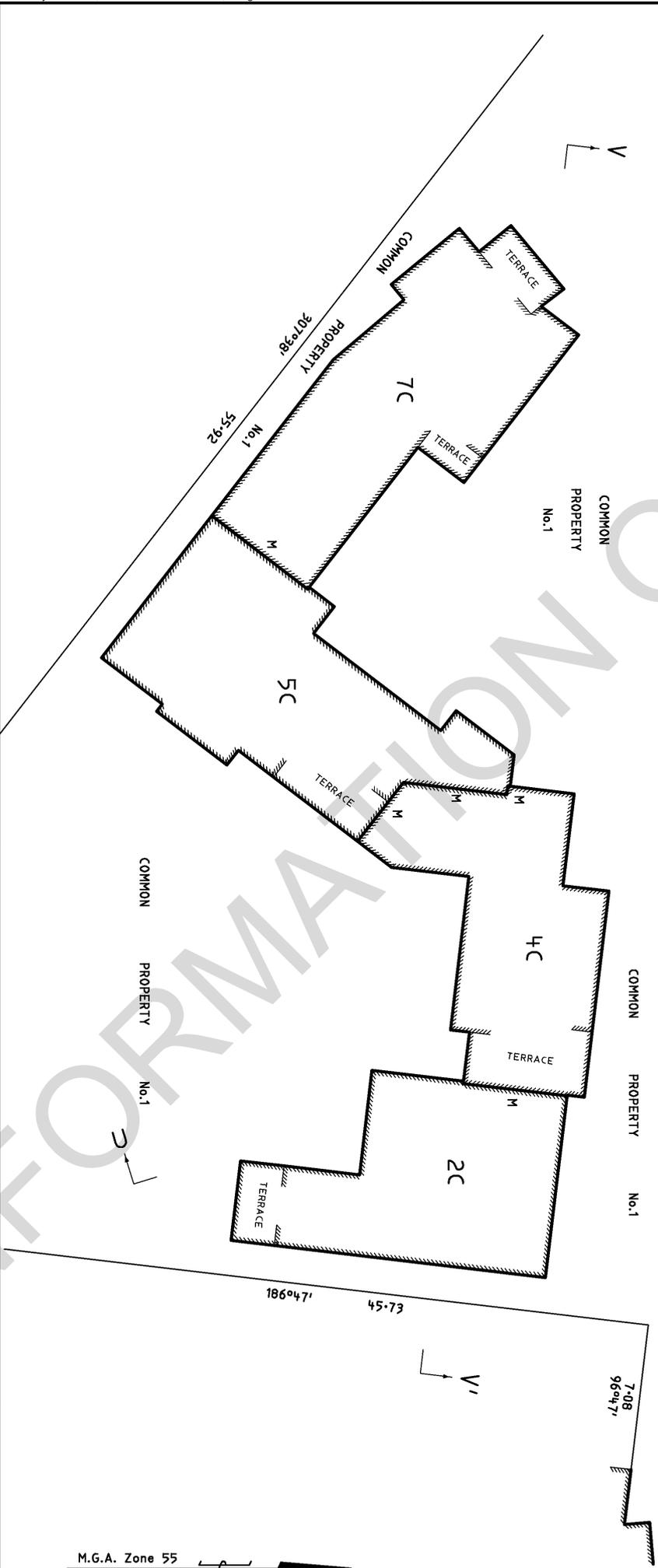


**DIAGRAM 3**  
**FIRST STOREY**  
**(PART)**

SEE SHEET 6 FOR CONTINUATION

SEE SHEET 6 FOR CONTINUATION

PS645760D/S2



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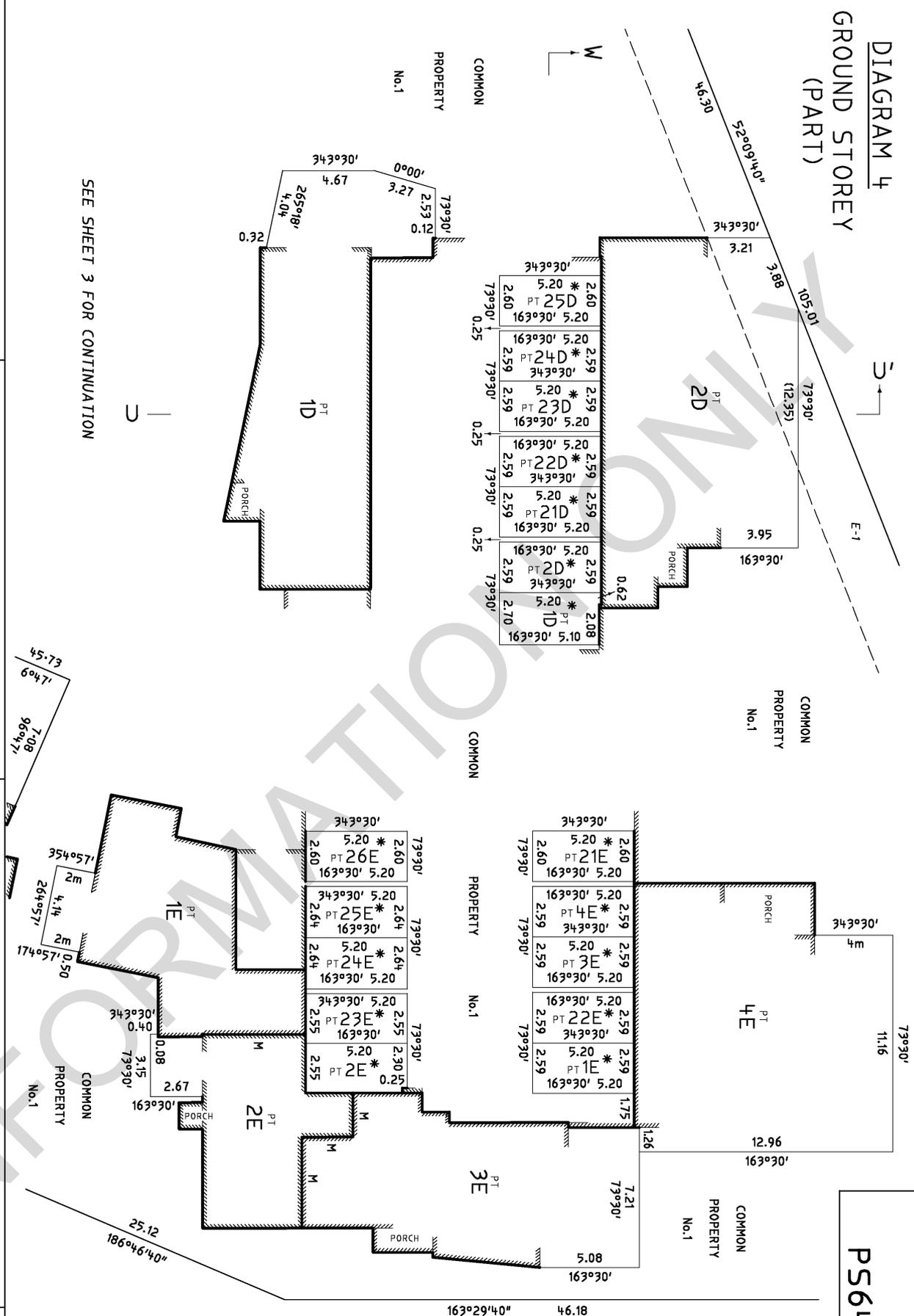
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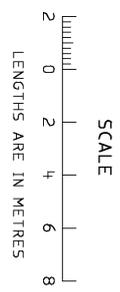
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# DIAGRAM 4 GROUND STOREY (PART)

## PS645760D/S2



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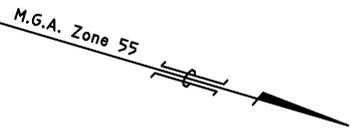
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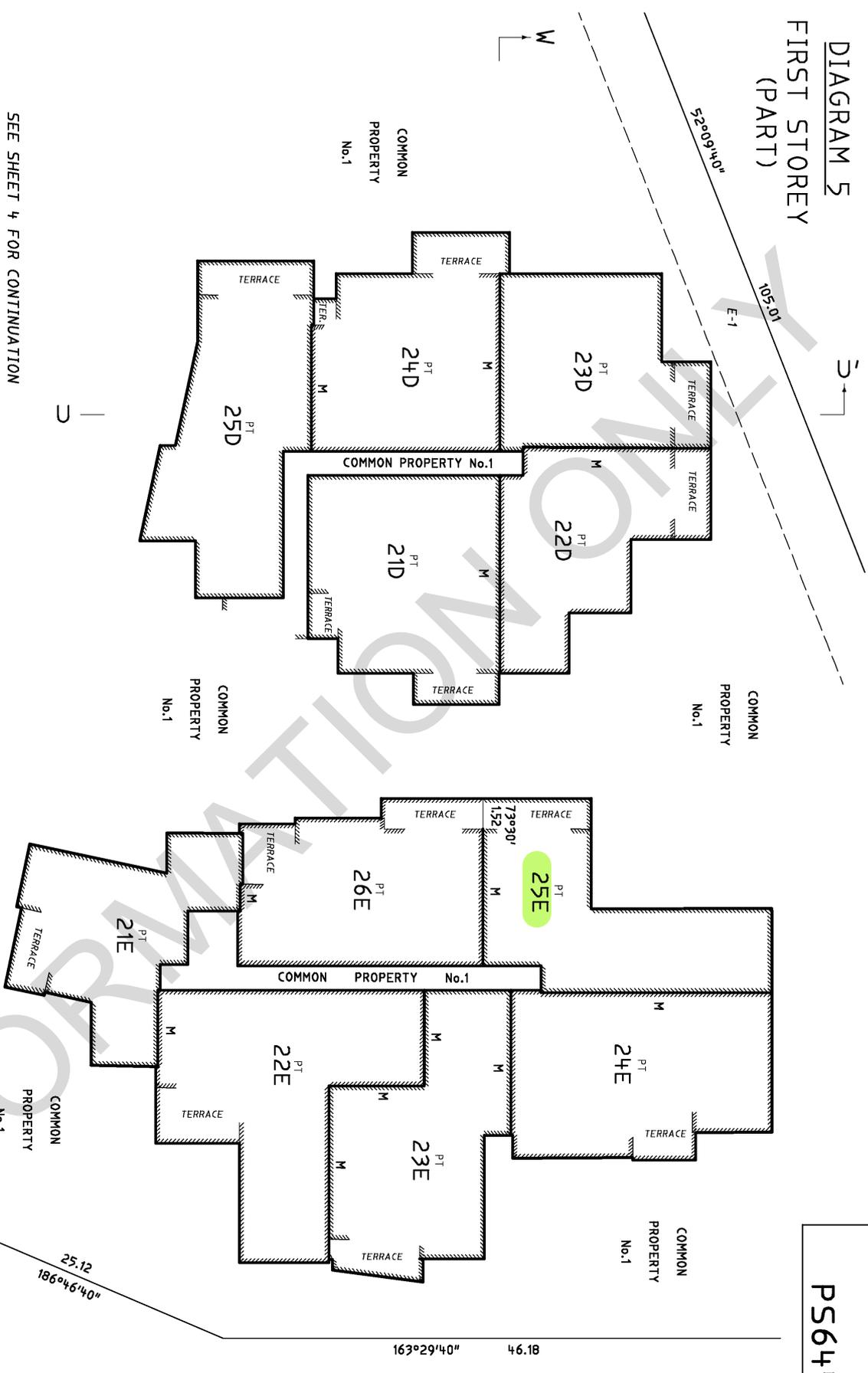
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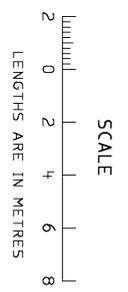
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# DIAGRAM 5 FIRST STOREY (PART)



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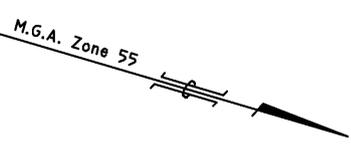
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SHEET 9

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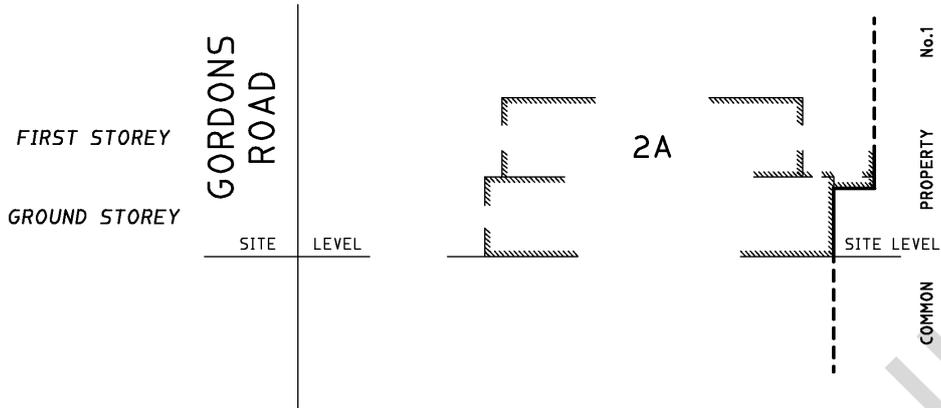
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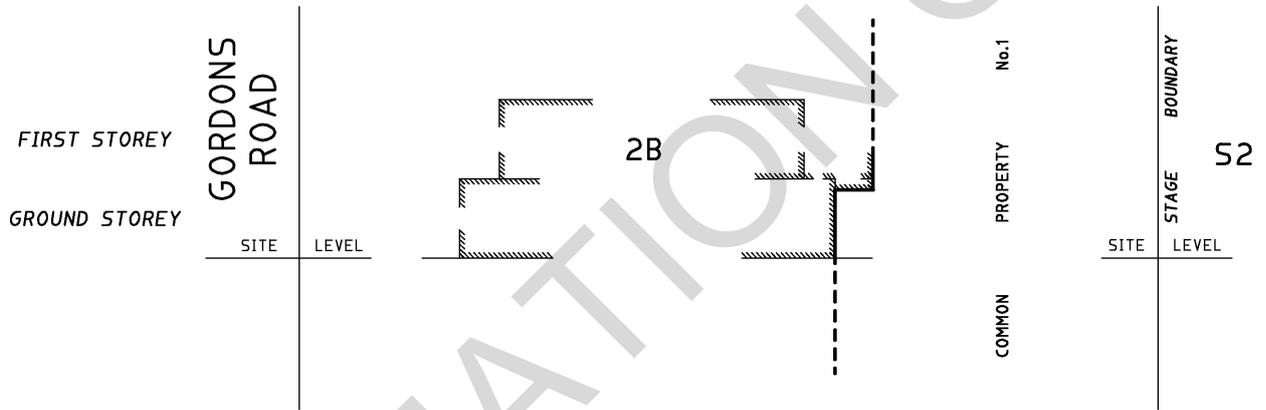


CROSS SECTION X-X'  
TYPICAL FOR LOTS  
A1, A2, A3 & A4

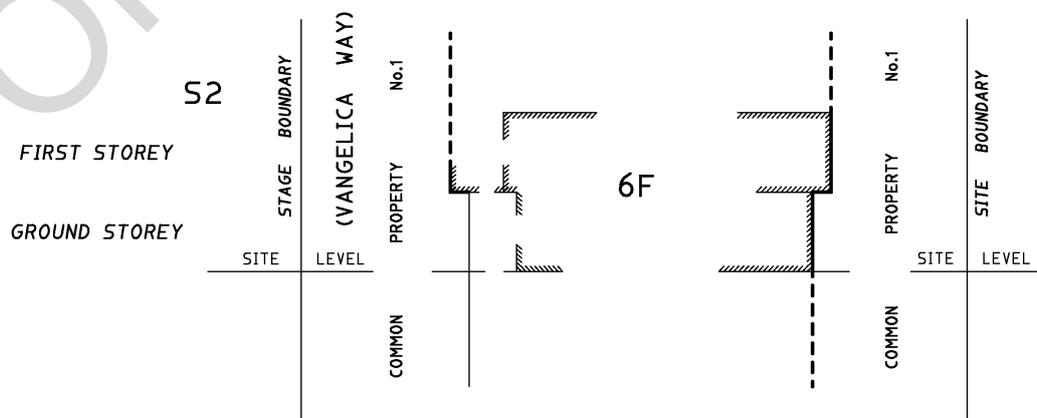
PS645760D



CROSS SECTION Y-Y'  
TYPICAL FOR LOTS  
B1, B2, B3 & B4



CROSS SECTION Z-Z'  
TYPICAL FOR LOTS  
F1, F2, F3, F4, F5, F6, F7 & F8



**VICLAND SURVEYING**  
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**53 Rose Street, Essendon 3040**  
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LENGTHS ARE IN METRES

ORIGINAL SCALE  
NOT TO SCALE

SHEET 10

ORIGINAL SHEET SIZE: A3

Council Name:  
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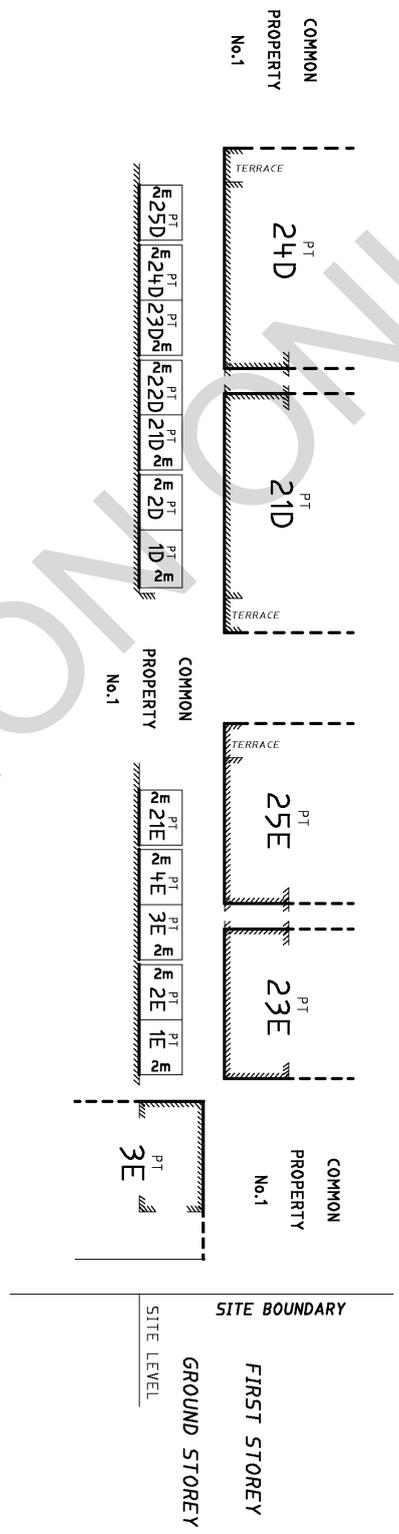
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PS645760D/S2

CROSS SECTION W-W'  
(NOT TO SCALE)

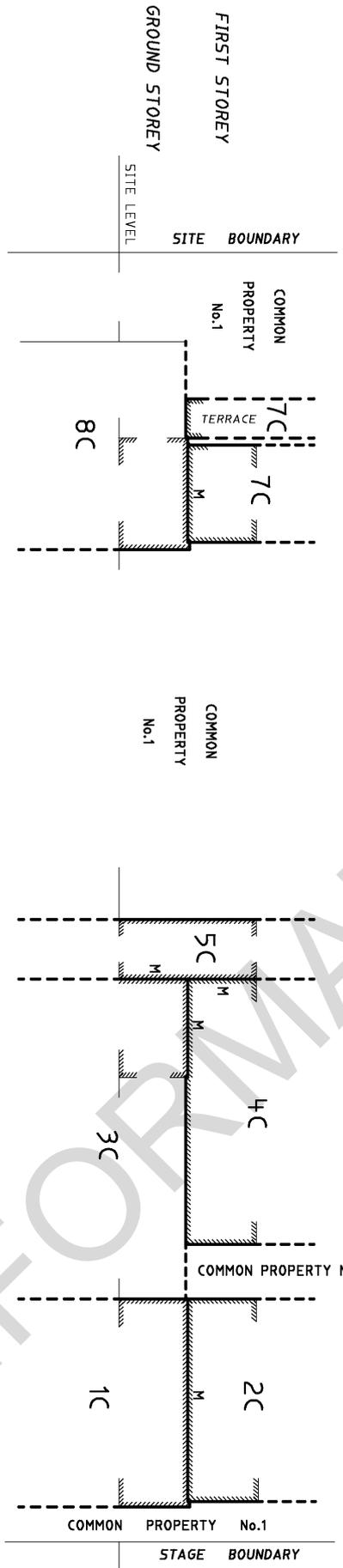
TYPICAL FOR LOTS

1E, 2E, 3E, 4E, 21E, 22E, 23E, 24E, 25E & 26E



CROSS SECTION V-V'  
TYPICAL FOR LOTS

1C, 2C, 3C, 4C, 5C, 6C, 7C & 8C



NOT TO SCALE

LENGTHS ARE IN METRES

SHEET 11

ORIGINAL SHEET SIZE: A3

DIGITALLY SIGNED BY LICENSED SURVEYOR:

RAYMOND JAMES MAWSON

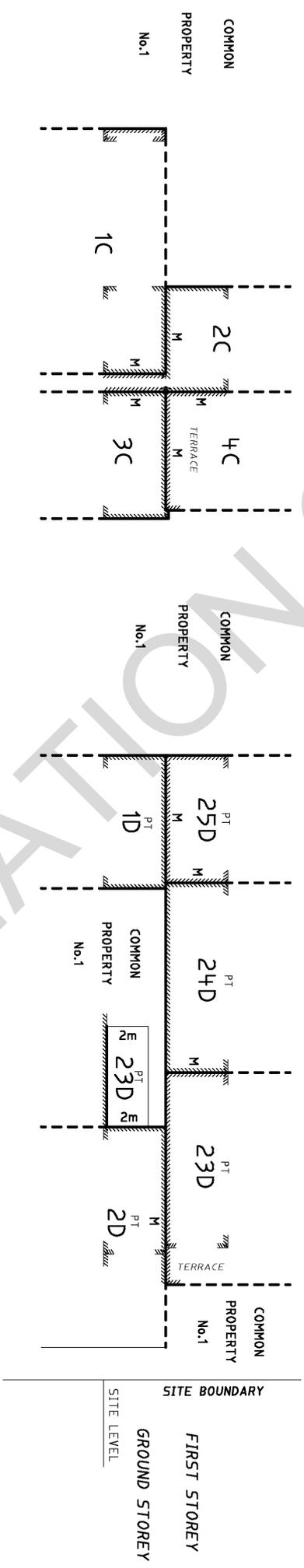
Council Name:  
WHITTLESEA CITY COUNCIL

REF 14513

VERSION 3

PS645760D/S2

CROSS SECTION U-U'  
(NOT TO SCALE)  
TYPICAL FOR ALL LOTS



DIGITALLY SIGNED BY LICENSED SURVEYOR:

RAYMOND JAMES MAWSON

REF 14513

VERSION 3

SHEET 12

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Council Name:  
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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

**AJ761363Q**  
28/06/2012 \$107.50 173  


## Form 18

Lodged by:

Name: MADDOCKS  
Phone: 9288 0555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: KAL:LMR:BMS:5888212  
Customer Code: 1167E

The Responsible Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

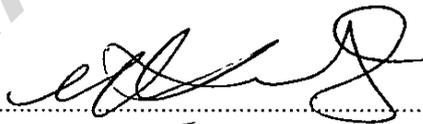
Land: Volume 9530 Folio 293

Responsible Authority: Whittlesea City Council of 25 Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the Agreement is attached to this Application

Date: 23 May 2012

Signature for Responsible Authority:   
Name of officer: Maria Cooke  
Position held: Manager, Established Areas Planning

**AJ761363Q**

28/06/2012 \$107.50 173



**Section 173 Agreement**  
**190 Gordons Road South Morang**

Whittlesea City Council  
Gordon J.A.M. (Aust) Pty Ltd

**RALPH MANNO**  
Solicitor & Consultant  
114 Central Springs Road  
Daylesford, Vic. 3460  
Telephone: (03) 5348 1333  
Facsimile: (03) 5348 1300  
mannolegal@bigpond.com

**AJ761363Q**

28/06/2012 \$107.50 173



## Table of Contents

<b>1.</b>	<b>Introduction and Definitions</b>	<b>2</b>
1.1	Operation	2
1.2	Definitions	2
<b>2.</b>	<b>Interpretation</b>	<b>3</b>
<b>3.</b>	<b>Specific obligations of the Owner</b>	<b>4</b>
<b>4.</b>	<b>Further obligations of the Owner</b>	<b>6</b>
4.1	Notice and registration	6
4.2	Further actions	6
4.3	Council's costs and expenses	6
<b>5.</b>	<b>Agreement under section 173 of the Act</b>	<b>6</b>
<b>6.</b>	<b>Owner's warranties</b>	<b>6</b>
<b>7.</b>	<b>Successors in title</b>	<b>7</b>
<b>8.</b>	<b>General matters</b>	<b>7</b>
8.1	Notices	7
8.2	Service of notice	7
8.3	No waiver	7
8.4	Severability	7
8.5	No fettering of the Council's powers	7
<b>9.</b>	<b>Commencement of Agreement</b>	<b>8</b>

**AJ761363Q**

28/06/2012 \$107.50 173

**Date**

The 23 day of May 2012

**Parties**

1. **Whittlesea City Council** of 25 Ferres Boulevard South Morang Vic 3752 (*the Council*)
2. **Gordon J.A.M. (Aust) Pty Ltd ACN 141 966 618** of Suite 302, 22-24 Wilson Street South Yarra Vic 3142 (*the Owner*)

**Recitals**

- A This Agreement is made under section 173 of the Act.
- B The Owner is the registered proprietor and for the purposes of the Act, the owner of the Land.
- C The Council is the responsible authority under the Act for the administration and enforcement of the Planning Scheme, which applies to the Land.
- D Conditions 4 and 5 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition.
- Condition 4 of the Planning Permit provides that:
- “Before the development starts, or as otherwise agreed in writing by the Responsible Authority, the permit holder must enter into an agreement pursuant to Section 173 of the Planning and Environment Act 1987 for Lot 5 PS 142102, which requires the upgrade (including services) of Gordons Road for the entire frontage of Lot 5 PS 142102 and the construction of a 2.5 metre wide footpath within the Melbourne Water Pipe Track where it adjoins Lot 5 PS 142102 prior to the occupation of the dwellings hereby approved.
- The Section 173 Agreement must address the following requirements:
- (a) The provision of a 1.5 metre wide footpath;
  - (b) Indented parking bays;
  - (c) Service relocation;
  - (d) Landscaping;
  - (e) Preparation and approval of plans;
  - (f) Construction and maintenance of works;
  - (g) Payment of plan approval and inspection fees, otherwise applicable to the construction of roads.
- The costs for the preparation and execution of the Agreement must be borne by the permit holder.”

Condition 5 of the Planning Permit provides that:

“Before the development starts, or as otherwise agreed in writing by the Responsible Authority, the permit holder must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987, that requires the future maintenance and repair of all fences (excluding the removal of graffiti) abutting open space or tree reserves be the responsibility of the owner of each lot abutting the reserve

AJ761363Q

28/06/2012 \$107.50 173



(except where damage to the fence is caused by the Council or its representatives whilst undertaking maintenance works to the reserve). The agreement must also state that any boundary fencing to adjoining reserves shall be of a visually permeable nature to the satisfaction of the Responsible Authority.

The costs for preparation and execution of the Agreement shall be borne by the permit holder."

E At the date of this Agreement the Land is encumbered by the Mortgage. The Mortgagee has consented to the Owner entering into this Agreement.

F The parties enter into this Agreement:

- (a) to give effect to the requirements of the Planning Permit; and
- (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

It is agreed as follows.

## 1. Introduction and Definitions

### 1.1 Operation

Without limiting any operation or effect which this Agreement otherwise has, the Council and the Owner acknowledge that this Agreement is made under Division 2 Part 9 (and in particular section 173) of the Act, with the intent that the burden of the Owner's covenants run with the Land.

### 1.2 Definitions

The following definitions apply unless the context requires otherwise.

**Act** means *Planning and Environment Act 1987*

**Agreement** means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

**Development** when used as a noun means the use or development of the Land proposed by the Planning Permit.

**Dwelling** has the same meaning as in the Planning Scheme and means the dwellings authorised to be constructed in accordance with the Planning Permit.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

**Footpaths** means all footpaths required to be constructed in accordance with clause 3 of this Agreement.

**Gordons Road Reserve** means the road reserve located between the Development and Gordons Road as shown on the Endorsed Plan.

**Land** means the land situated and known as 190 Gordons Road South Morang Victoria which at the date of this agreement is more particularly described as the land in certificate

**AJ761363Q**

28/06/2012 \$107.50 173



of title volume 9530 folio 293 and any reference to the Land includes any lot created by the subdivision of the Land or any part of it.

**Maintenance Bond** means the payment of the sum of \$5,000 to Council securing maintenance of the Footpaths on terms and conditions acceptable to Council.

**Mortgagee** means National Australia Bank Ltd ACN 004 044 937 or any other person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

**Mortgage** means mortgage AH871508T registered over the Land.

**Pipe Track** means the Melbourne Water pipe track located on land adjoining the Land to the north west, and that is identified and delineated on the Endorsed Plan as the 'mmbw pipe track' or the like.

**Planning Permit** means planning permit number 711960 issued 21 October 2010 by the Council in respect of the Land allowing the use and development of the Land for the construction of six residential buildings containing 41 Dwellings and the removal and pruning of native vegetation in accordance with the Endorsed Plans A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**Planning Scheme** means the Whittlesea Planning Scheme.

**Reserve** means the areas identified and delineated as a 'Reserve' or 'Open Space' or the like on the Endorsed Plan.

**Responsible Authority** means the Council.

**Tree(s) to be Retained** means all trees on the Land shown on the Endorsed Plan as a 'tree to be retained'.

## 2. Interpretation

---

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a clause is a reference to a clause of this Agreement.
- (f) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.

**AJ761363Q**

28/06/2012 \$107.50 173



- (g) A reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible and tangible form.
- (h) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (i) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (j) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (k) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument or document of any kind.
- (l) A reference to *dollars* or \$ is to Australian currency.
- (m) A reference to a *right* or *obligation* of any 2 or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each 2 or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
- (n) Mentioning anything after *includes*, *including*, *for example*, or similar expressions, does not limit what else might be included.
- (o) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.
- (p) If a party consists of more than one person this deed binds them jointly and each of them severally.
- (q) The obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to and run to law and equity with the Land so that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

### **3. Specific obligations of the Owner**

---

The Owner covenants and agrees that, except with the prior written consent of the Council:

#### **Works to be undertaken prior to occupation of Dwellings**

- (a) prior to the occupation of the Dwellings on the Land, the Owner will, at the Owner's full cost:
- (i) upgrade that part of the Gordons Road Reserve (including all services) located along the entire frontage of the Land;

**AJ761363Q**

28/06/2012 \$107.50 173



- (ii) construct a 2.5 metre wide Footpath within the Pipe Track where the Pipe Track adjoins the Land;
- (iii) construct a 1.5m wide Footpath located within the Gordons Road Reserve;
- (iv) construct indented parking bays located within the Gordons Road Reserve;
- (v) relocate all required services within the Gordons Road Reserve;
- (vi) undertake all landscaping works on the Land and within the Gordons Road Reserve and the Pipe Track;

to the satisfaction of the Council and in accordance with the Endorsed Plans and any other additional Council approved plans, requirements and specifications;

#### **Plans required to be prepared**

- (b) prior to the commencement of the works referred to in clause 3(a)(i) through to (v) the Owner must submit to Council for approval detailed construction plans showing the required works. The submitted plan(s) must show all works to be carried out in accordance with Council's standards;
- (c) upon the submission of any plan(s) to Council the Owner must pay the required plan checking and supervision fees;

#### **Fencing on the Land**

- (d) where a fence abuts a Reserve, the Owner of the lot upon which the fence is erected must maintain and repair that fence to the satisfaction of Council, except where the maintenance or repair work is:
  - (i) the removal of graffiti from the fence; or
  - (ii) required because of damage to the fence caused by Council or its representatives whilst undertaking maintenance works to the Reserve; and
- (e) where a fence abuts a Reserve that fence must be visually permeable to the satisfaction of Council;

#### **Maintenance of landscaping on the Land**

- (f) at all times the Owner, at the Owner's full cost, will maintain all landscaping completed in accordance with the Endorsed Plan on the Reserves and on the Land in accordance with clause 3(f) and to the satisfaction of Council;
- (g) maintenance of the landscaping on the Reserves must be carried out by a suitably qualified expert to the satisfaction of Council;
- (h) no Tree to be Retained may be, or is allowed to be, removed, destroyed, felled, lopped, trimmed, ringbarked or uprooted or otherwise damaged on the Land;

#### **Maintenance of the Footpaths and other works within the Gordons Road Reserve and payment of Maintenance Bond**

- (i) for 3 months following completion of the construction of the Footpaths and other works within the Gordons Road Reserve to the satisfaction of Council, the Owner, at the Owner's full cost, will maintain the Footpaths and works within the Gordons Road Reserve to the satisfaction of Council; and

**AJ761363Q**

28/06/2012 \$107.50 173



- (j) prior to the commencement of the construction of the Footpaths and works within the Gordons Road Reserve, the Owner must pay to the Council a Maintenance Bond.

#### **4. Further obligations of the Owner**

---

##### **4.1 Notice and registration**

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

##### **4.2 Further actions**

The Owner further covenants and agrees that the Owner will:

- (a) do all things necessary to give effect to this Agreement;
- (b) consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the certificate of title of the Land in accordance with section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

##### **4.3 Council's costs and expenses**

The Owner further covenants and agrees that the Owner will immediately pay to the Council the Council's reasonable costs and expenses (including legal costs) of and incidental in the reviewing, finalisation, engrossment, execution, registration and enforcement of this Agreement, which are and until paid will remain a debt due to the Council by the Owner.

#### **5. Agreement under section 173 of the Act**

---

The Council and the Owner agree that without limiting or restricting the respective powers to enter into this agreement and insofar as it can be so treated, this Agreement is made as a deed pursuant to section 173 of the Act and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Land may be used and developed pursuant to the Planning Permit.

#### **6. Owner's warranties**

---

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

**AJ761363Q**

28/06/2012 \$107.50 173

**7. Successors in title**

---

Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

**8. General matters**

---

**8.1 Notices**

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served by:

- (a) delivering it personally to that party;
- (b) sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (c) sending it by facsimile transmission provided that a communication sent by facsimile transmission shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

**8.2 Service of notice**

A notice or other communication is deemed served:

- (a) if delivered, on the next following business day;
- (b) if posted, on the expiration of seven business days after the date of posting;
- (c) if sent by facsimile transmission, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

**8.3 No waiver**

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

**8.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

**8.5 No fettering of the Council's powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in

**AJ761363Q**

28/06/2012 \$107.50 173



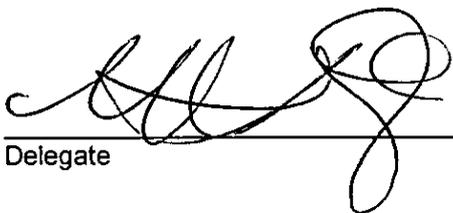
connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

**9. Commencement of Agreement**

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

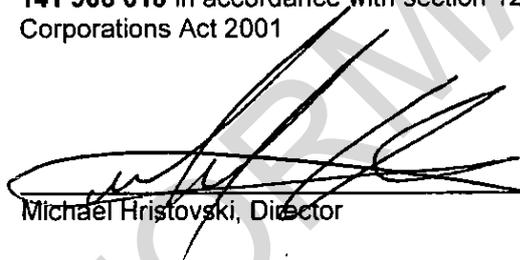
**Executed as a deed:**

for the Common Seal of **Whittlesea City Council** is )  
affixed in the presence of:

  
\_\_\_\_\_  
Delegate



Executed by **Gordon J.A.M. (Aust) Pty Ltd ACN** )  
**141 966 618** in accordance with section 127(1) of the )  
Corporations Act 2001 )

  
\_\_\_\_\_  
Michael Hristovski, Director

  
\_\_\_\_\_  
Alexander Gulabovski, Director

**AJ761363Q**

28/06/2012 \$107.50 173



**Mortgagee's consent**

National Australia Bank Ltd ACN 004 044 937 as the mortgagee of registered Mortgage numbered AH871508T consents to the Owner entering into this Agreement and in the event that it becomes mortgagee-in-possession agrees to be bound by the covenants and conditions of this Agreement.

INFORMATION ONLY

**AJ761363Q**

28/06/2012 \$107.50 173  
[Barcode]



**Group Governance & Legal**  
National Australia Bank Limited  
ABN 12 004 044 937

Pier 4, Level 4 (UB4433)  
800 Bourke Street  
Docklands Victoria 3008  
AUSTRALIA

8 May 2012

Consent to Section 173 Agreement

**Gordon J.A.M. (Aust) Pty Ltd. ACN 141 966 618**

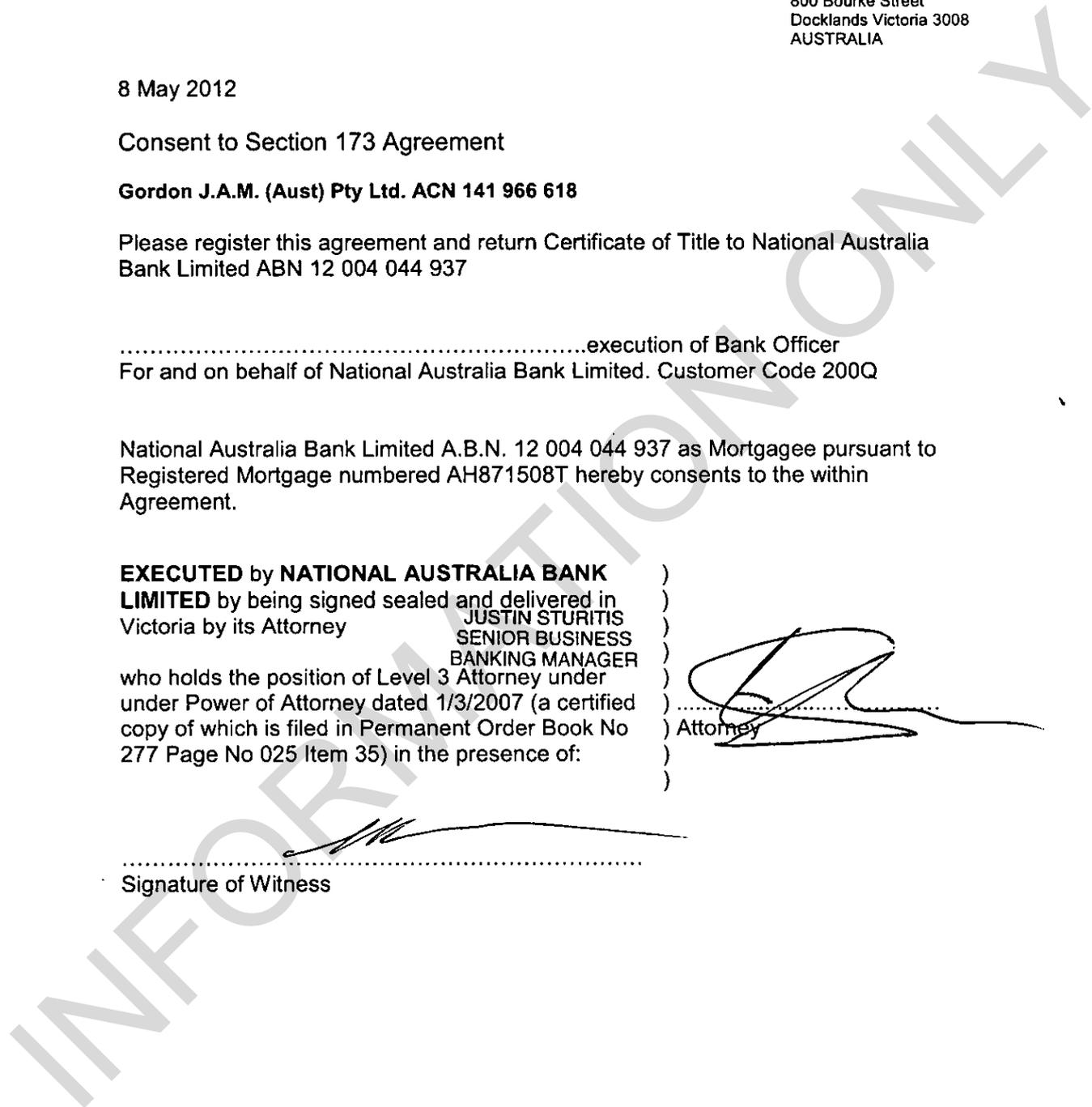
Please register this agreement and return Certificate of Title to National Australia Bank Limited ABN 12 004 044 937

.....execution of Bank Officer  
For and on behalf of National Australia Bank Limited. Customer Code 200Q

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage numbered AH871508T hereby consents to the within Agreement.

**EXECUTED by NATIONAL AUSTRALIA BANK** )  
**LIMITED** by being signed sealed and delivered in )  
Victoria by its Attorney **JUSTIN STURITIS** )  
**SENIOR BUSINESS** )  
**BANKING MANAGER** )  
who holds the position of Level 3 Attorney under )  
under Power of Attorney dated 1/3/2007 (a certified )  
copy of which is filed in Permanent Order Book No )  
277 Page No 025 Item 35) in the presence of: )  
)

.....  
Signature of Witness





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 01/12/2025 02:30:25 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS645760D**

The land in PS645760D is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3E, 3F, 4A, 4B, 4C, 4E, 4F, 5C, 5F, 6C, 6F, 7C, 7F, 8C, 8F, 21D, 21E, 22D, 22E, 23D, 23E, 24D, 24E, 25D, 25E, 26E.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

ACCESS MANAGEMENT PTY LTD, LEVEL 1 20 MONOMEETH DRIVE MITCHAM VIC 3132

AY096470Q 17/06/2024

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. AK429036D 27/06/2013

### Additional Owners Corporation Information:

OC018206E 23/05/2013

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1A	100	100
Lot 1B	100	100
Lot 1C	100	100
Lot 1D	100	100
Lot 1E	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 01/12/2025 02:30:25 PM

**OWNERS CORPORATION 1  
PLAN NO. PS645760D**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1F	100	100
Lot 2A	100	100
Lot 2B	100	100
Lot 2C	100	100
Lot 2D	100	100
Lot 2E	100	100
Lot 2F	100	100
Lot 3A	100	100
Lot 3B	100	100
Lot 3C	100	100
Lot 3E	100	100
Lot 3F	100	100
Lot 4A	100	100
Lot 4B	100	100
Lot 4C	100	100
Lot 4E	100	100
Lot 4F	100	100
Lot 5C	100	100
Lot 5F	100	100
Lot 6C	100	100
Lot 6F	100	100
Lot 7C	100	100
Lot 7F	100	100
Lot 8C	100	100
Lot 8F	100	100
Lot 21D	100	100
Lot 21E	100	100
Lot 22D	100	100
Lot 22E	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 01/12/2025 02:30:25 PM

**OWNERS CORPORATION 1  
PLAN NO. PS645760D**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 23D	100	100
Lot 23E	100	100
Lot 24D	100	100
Lot 24E	100	100
Lot 25D	100	100
Lot 25E	100	100
Lot 26E	100	100
<b>Total</b>	<b>4100.00</b>	<b>4100.00</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.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1204891

## APPLICANT'S NAME & ADDRESS

EASY ONLINE CONVEYANCING C/- LANDATA  
DOCKLANDS

## VENDOR

ROBERTS, GAYLE MAY

## PURCHASER

---

## REFERENCE

25-3804

This certificate is issued for:

LOT 25E PLAN PS645760 ALSO KNOWN AS 3 VANGELICA WAY SOUTH MORANG  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a VEGETATION PROTECTION OVERLAY - SCHEDULE 1
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 6

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

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

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

01 December 2025

**Sonya Kilkenny**  
Minister for Planning

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

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

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

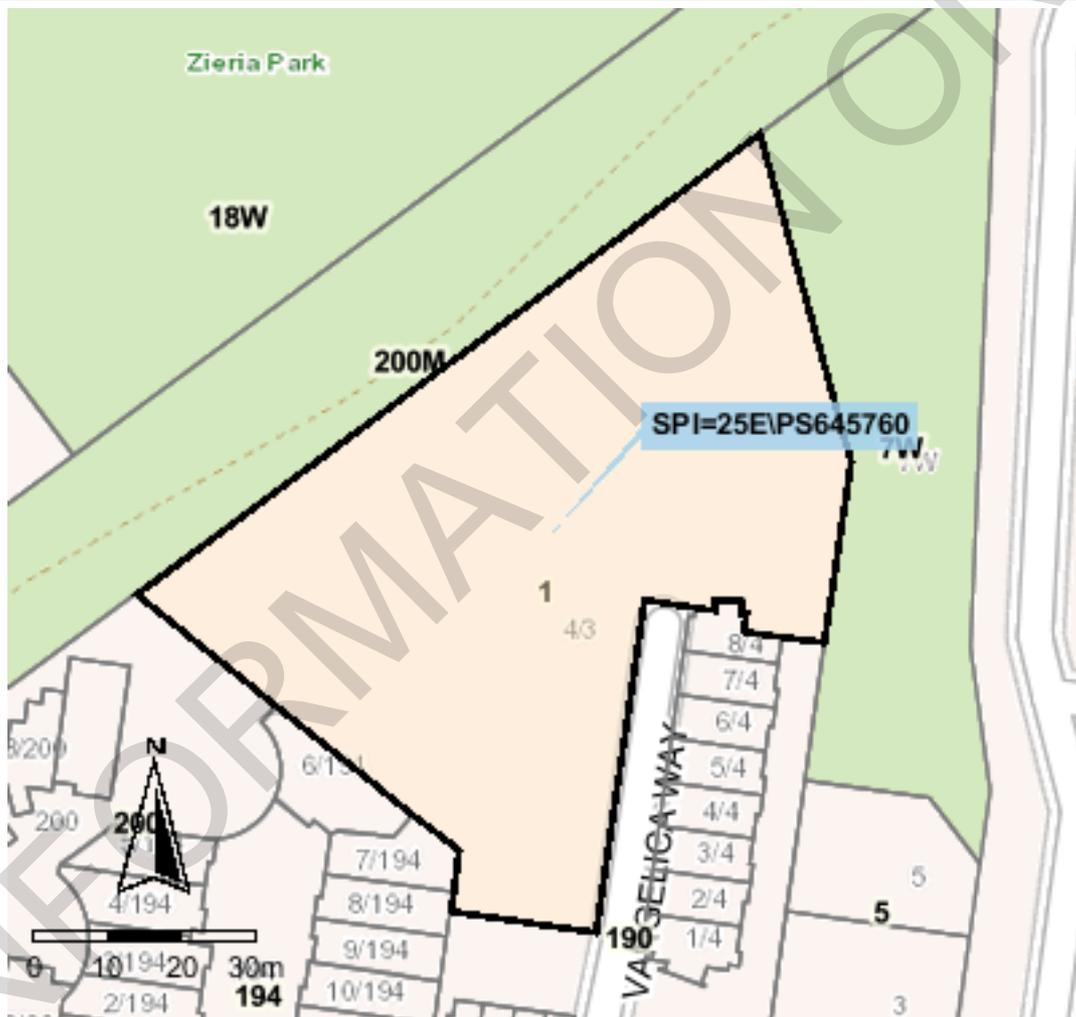
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



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### Choose the authoritative Planning Certificate

#### Why rely on anything less?

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

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

### Privacy Statement

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

# PROPERTY REPORT

Created at 04 December 2025 12:18 PM

## PROPERTY DETAILS

Address: **103/3 VANGELICA WAY SOUTH MORANG 3752**

Lot and Plan Number: **Lot 25E PS645760**

Standard Parcel Identifier (SPI): **25E\PS645760**

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

Council Property Number: **897835**

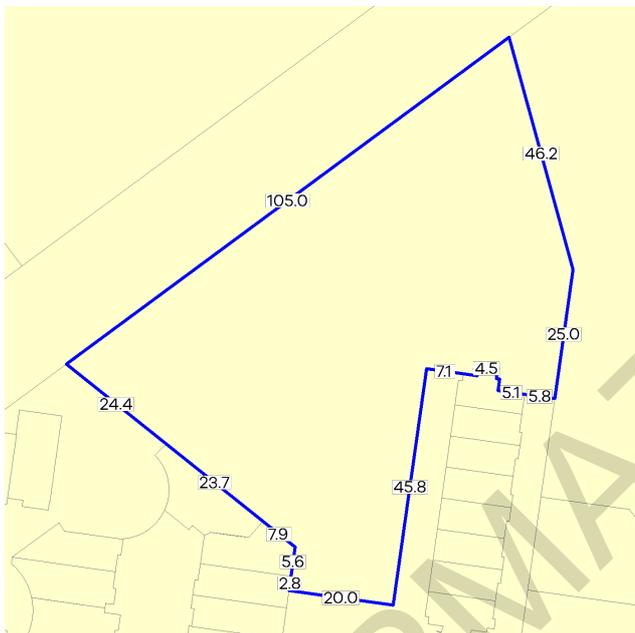
Directory Reference: **Melway 183 D7**

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

**Note:** There are 25 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:** 4949 sq. m

**Perimeter:** 338 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.

9 overlapping dimension labels are not being displayed

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: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **MILL PARK**

## 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



 Selected Property

INFORMATION ONLY

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 06 December 2025 08:49 AM

## PROPERTY DETAILS

Address: **103/3 VANGELICA WAY SOUTH MORANG 3752**  
 Lot and Plan Number: **Lot 25E PS645760**  
 Standard Parcel Identifier (SPI): **25E\PS645760**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **897835**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 183 D7**

[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

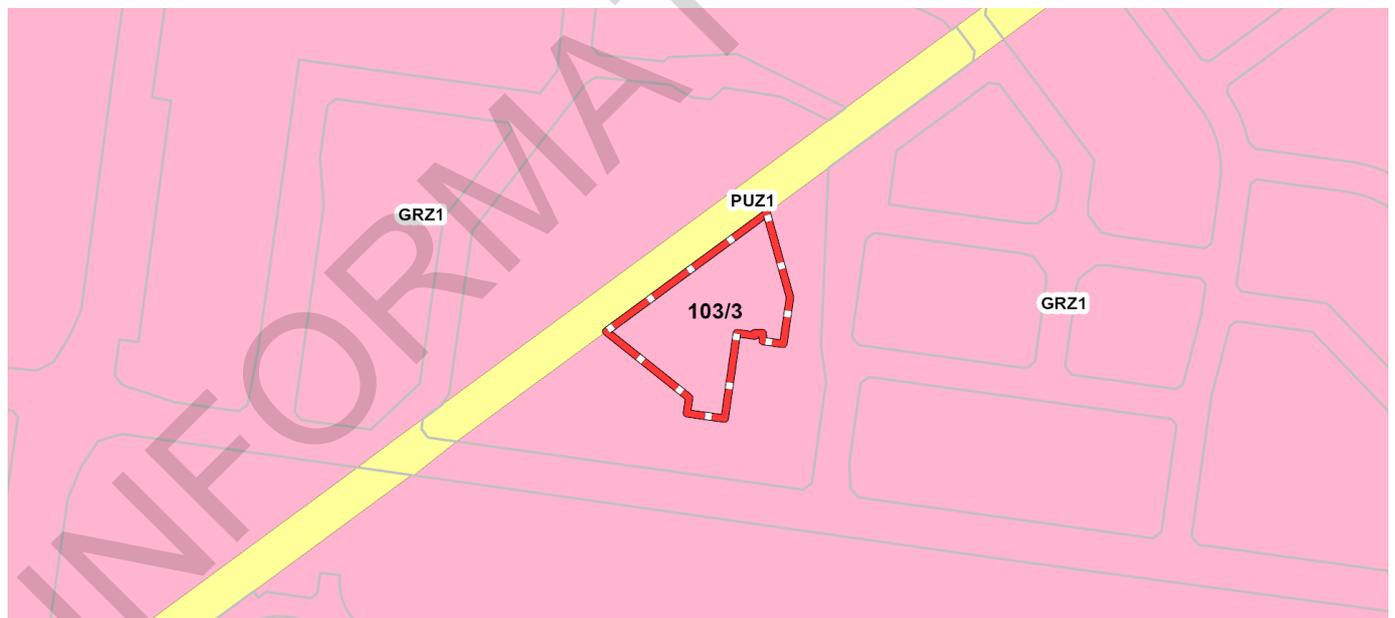
Legislative Council: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **MILL PARK**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



 GRZ - General Residential

 PUZ1 - Public Use - Service and Utility

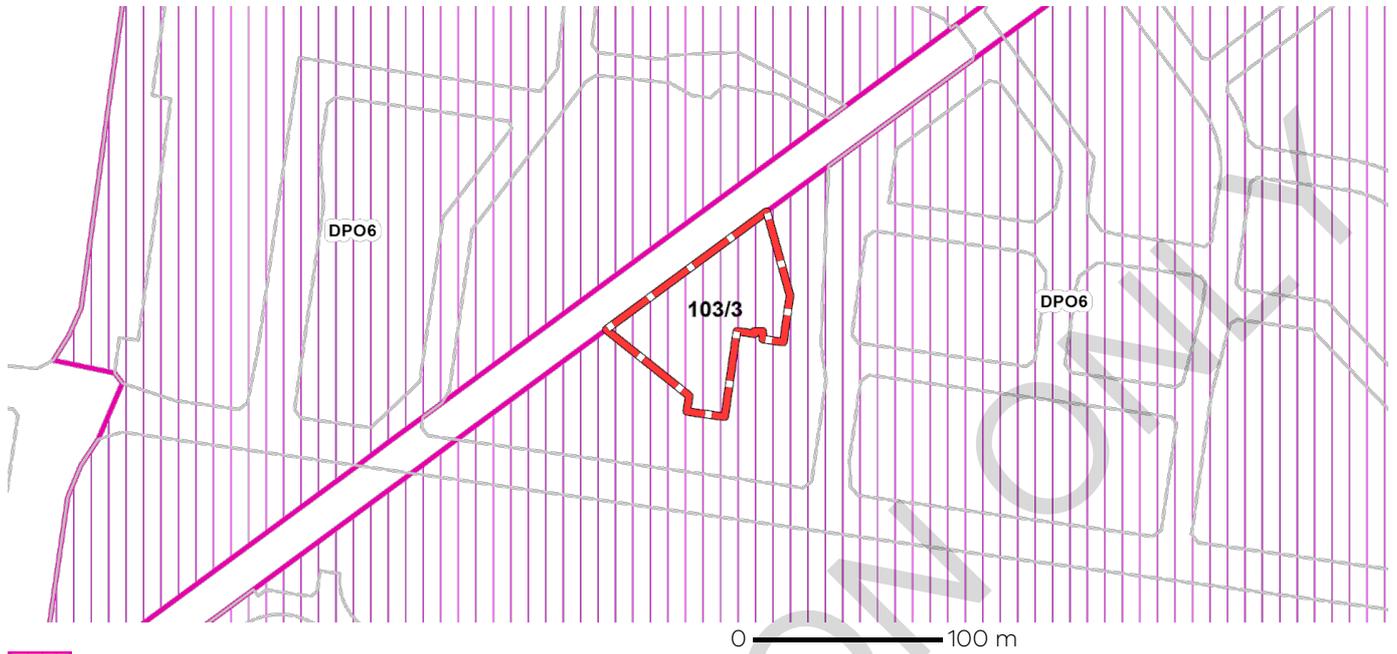
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

# PLANNING PROPERTY REPORT

## Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 6 (DPO6)



 **DPO - Development Plan Overlay**

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



 **VPO - Vegetation Protection Overlay**

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

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

Read the full disclaimer at <https://www.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

## 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.

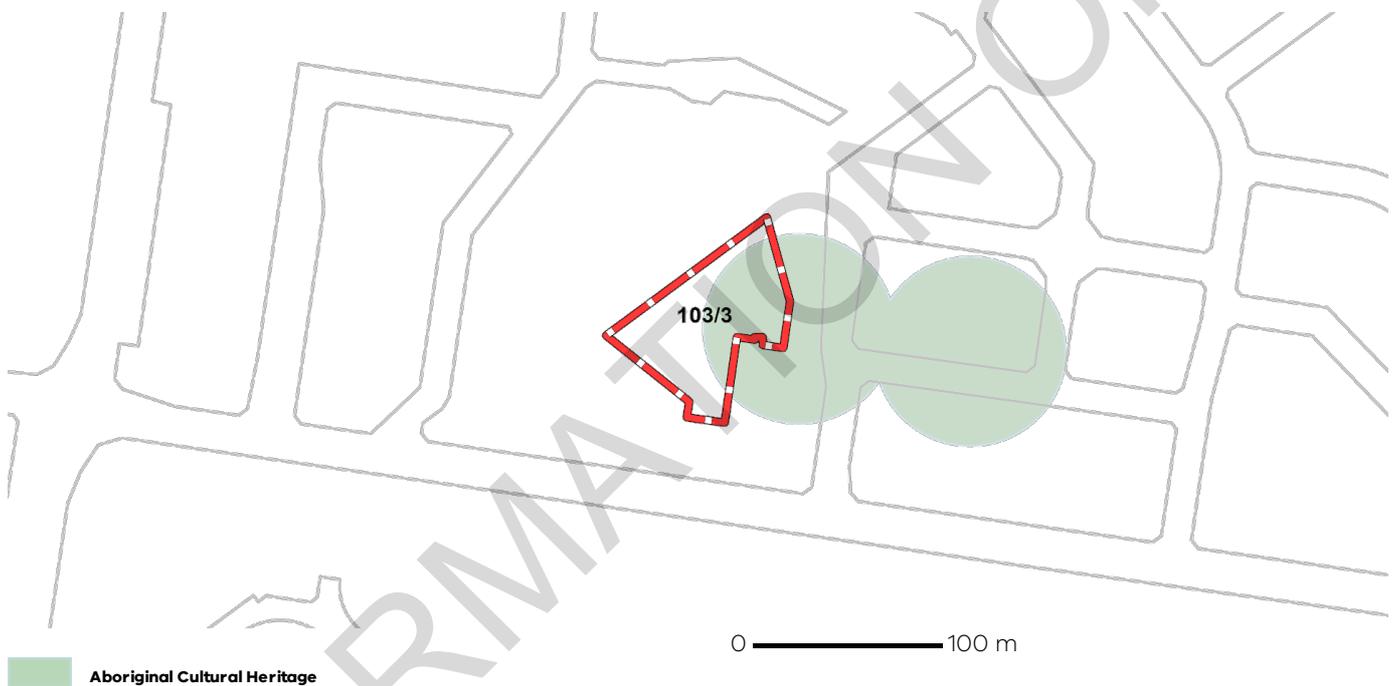
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 <https://heritage.achris.vic.gov.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.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



# PLANNING PROPERTY REPORT



## Further Planning Information

Planning scheme data last updated on 5 December 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may 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.vic.gov.au/vicplan/>

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

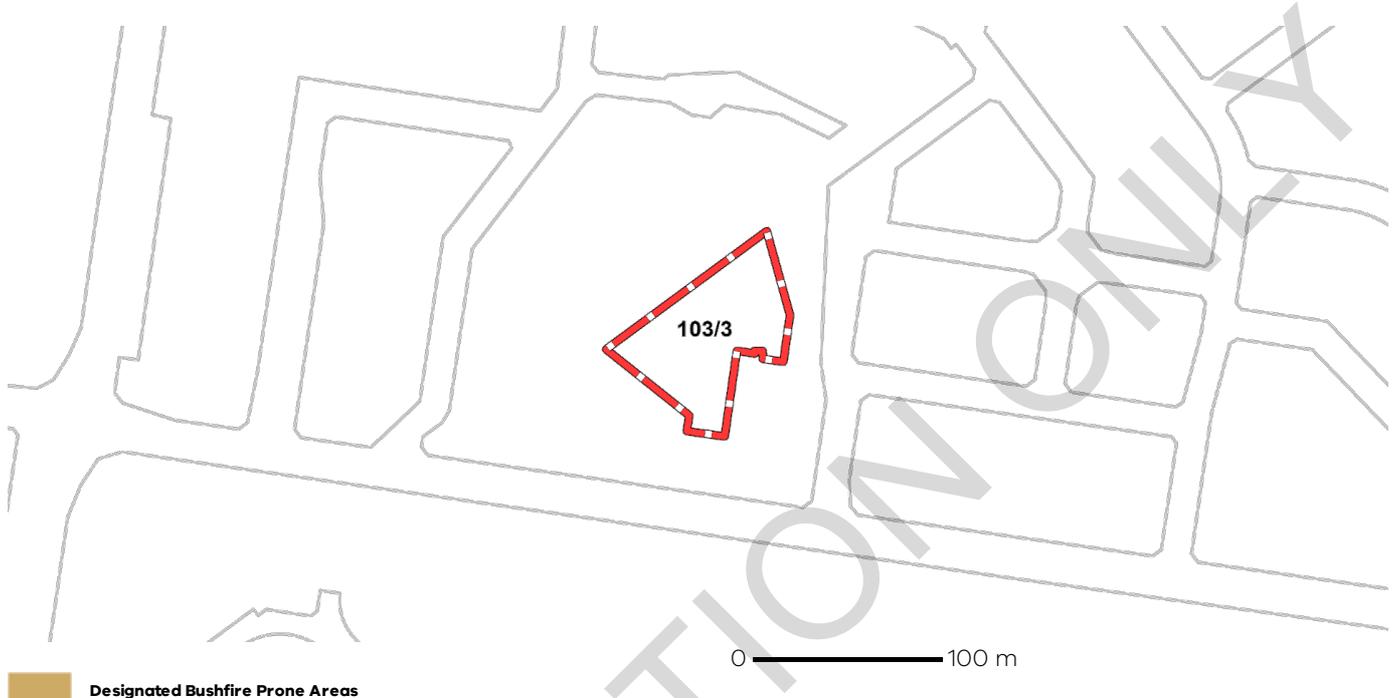
# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

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

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

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



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

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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://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 \(environment.vic.gov.au\)](http://www.environment.vic.gov.au)



**City of Whittlesea**

Locked Bag 1,  
Bundoora 3083  
ABN 72 431 091 058

# Valuation and rates notice

For the period 1 July 2025 to 30 June 2026

Assessment number: **0897835**



To receive your rates notice via email, register at  
[whittlesea.enotices.com.au](http://whittlesea.enotices.com.au)  
 Reference No: **C731C9623Z**



G M Roberts  
Unit 103  
3 Vangelica Way  
SOUTH MORANG VIC 3752



029  
1004698  
DLX1\_10655

Issue date: **05/08/2025**

**instalment 1**

**\$262.09**

Due By 30/09/2025

\* If full payment of the instalment 1 amount is not received by **30 September 2025**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2

**\$262.00**

Due By 30/11/2025

Instalment 3

**\$262.00**

Due By 28/02/2026

Instalment 4

**\$262.00**

Due By 31/05/2026

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum

**\$1,048.09**

Due By 15/02/2026

Access free and discounted waste disposal vouchers online



Visit [whittlesea.vic.gov.au/wastevouchers](http://whittlesea.vic.gov.au/wastevouchers) to download your vouchers or call **9217 2170**.

**Property Details** Unit 103 3 Vangelica Way SOUTH MORANG VIC 3752

LOT 25E PS 645760D

Owner: Roberts, Gayle May

Ward: South Morang

**Valuation Details**

<b>Site Value</b>	<b>Capital Improved Value</b>	<b>Net Annual Value</b>
\$105,000	\$360,000	\$18,000

Level of value date 01/01/2025 Valuation operative date 01/07/2025

AVPCC 125.4 OYO Strata Flat

**State Government Charges**

ESVF Fixed charge (Res) 1 x 136.00	\$136.00
ESVF Variable Levy (Res) 360,000 x 0.00017300	\$62.28
Waste Landfill Levy Res/Rural 1 x 105.85	\$105.85

Please call 1300 819 033 for all questions about the Emergency Services & Volunteers Fund

**Council Rates And Charges**

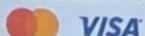
General rate 18,000 x 0.04728680	\$851.16
Waste Service Charge (Res/Rural) 1 x 208.80	\$208.80
Rates pensioner concession	-\$316.00

**Total** **\$1,048.09**

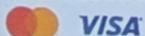
Payments received after 5 Aug 2025 may not be included on this notice

**How to pay**

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



Phone **1300 301 185**



**Council Offices**

See the back of this notice for opening hours and locations

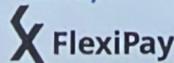
**BPAY**



**Billers Code: 5157**  
**Ref: 0897835**

BPAY this payment via internet or phone banking

**FlexiPay**

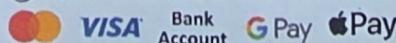


Set up your flexible payment options.



Scan the QR code or visit

[whittlesea-pay.enotices.com.au](http://whittlesea-pay.enotices.com.au)



**Post Billpay**



**Post Billpay Code: 0350**  
**Ref: 8978354**

Pay in person at any post office:  
**131 816** or [postbillpay.com.au](http://postbillpay.com.au)  
 Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



\*350 8978354



\*350 8978354

Waste and recycling vouchers are now online - whittlesea.vic.gov.au/wastevouchers

# Your quarterly bill



Emailed to: gmh25@live.com.au  
 MS G ROBERTS  
 UNIT 103/3 VANGELICA WAY  
 SOUTH MORANG VIC 3752

Enquiries 1300 304 688  
 Faults (24/7) 13 27 62  
 Account number 53 8012 8689  
 Invoice number 5381 0113 82888  
 Issue date 7 Nov 2025  
 Property address UNIT 103, 3 VANGELICA WAY  
 SOUTH MORANG  
 Property reference 5096219, LOT 25E  
 Tax Invoice Yarra Valley Water ABN 93 066 902 501

## Summary

Previous bill	\$136.52
Payment received thank you	-\$136.52
Balance carried forward	\$0.00
<b>This bill</b>	
Usage charges	\$39.30
Service charges	
Water supply system	\$21.26
Sewerage system	\$122.58
Other authority charges	
Waterways and drainage	\$31.51
Parks	\$22.63
Adjustments	
Penalty and concession rebate	-\$91.57
<b>Total this bill (GST does not apply)</b>	<b>\$145.71</b>
<b>Total balance</b>	<b>\$145.71</b>

Your concession has been applied to this bill.



- Usage charges
- Service charges
- Other authority charges

## Your household's daily water use

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



Average use in litres per day

## Your daily spend

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



## How to pay

**Direct debit**  
 Sign up for Direct Debit at [yvwm.com.au/directdebit](http://yvwm.com.au/directdebit) or call 1300 304 688.

**EFT**  
 Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).  
 Account name: Yarra Valley Water  
 BSB: 033-885  
 Account number: 538039441

**Centrepay**  
 Use Centrepay to arrange regular deductions from your Centrelink payments. Visit [yvwm.com.au/paying](http://yvwm.com.au/paying) CRN reference: 555 054 118T

**Post Billipay®**  
 Pay in person at any post office, by phone on 13 18 16 or at [postbillipay.com.au](http://postbillipay.com.au)  
 Biller code: 3042  
 Ref: 5381 0113 82888

**BPAY®**  
 Biller code: 344366  
 Ref: 538 0128 6886

**Credit Card**  
 Online: [yvwm.com.au/paying](http://yvwm.com.au/paying)  
 Phone: 1300 382 332



\*3042 538101130288 8

MS G ROBERTS  
 Account number 53 8012 8689  
 Invoice number 5381 0113 82888  
 Total due \$145.71  
 Due date 28 Nov 2025  
 Amount paid \$

# Property Clearance Certificate

## Land Tax



EASY ONLINE CONVEYANCING

<b>Your Reference:</b>	LD:78956318-014-4.25-3804
<b>Certificate No:</b>	94454861
<b>Issue Date:</b>	01 DEC 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 3 VANGELICA WAY SOUTH MORANG VIC 3752

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41359559	25E	645760	11503	735	\$0.00

**Vendor:** GAYLE ROBERTS

**Purchaser:** - -

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR MATTHEW ANTHONY BYRNE	2025	\$105,000	\$0.00	\$0.00

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

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

  
**Paul Broderick**  
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$380,000
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SITE VALUE (SV):	\$105,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>
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# Notes to Certificate - Land Tax

**Certificate No:** 94454861

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

## Information for the vendor

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.

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$105,000

Calculated as \$975 plus ( \$105,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,800.00

Taxable Value = \$380,000

Calculated as \$380,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 94454861

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 94454861

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



EASY ONLINE CONVEYANCING

<b>Your Reference:</b>	LD:78956318-014-4.25-3804
<b>Certificate No:</b>	94454861
<b>Issue Date:</b>	01 DEC 2025
<b>Enquires:</b>	ESYSPROD

**Land Address:** 3 VANGELICA WAY SOUTH MORANG VIC 3752

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41359559	25E	645760	11503	735	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
125.4	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$380,000
<b>SITE VALUE:</b>	\$105,000
<b>CURRENT CIPT CHARGE:</b>	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 94454861

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



EASY ONLINE CONVEYANCING

<b>Your Reference:</b>	LD:78956318-014-4.25-3804
<b>Certificate No:</b>	94454861
<b>Issue Date:</b>	01 DEC 2025

**Land Address:** 3 VANGELICA WAY SOUTH MORANG VIC 3752

Lot	Plan	Volume	Folio
25E	645760	11503	735

**Vendor:** GAYLE ROBERTS

**Purchaser:** --

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**

**Paul Broderick**  
 Commissioner of State Revenue

INFORMATION ONLY



# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 94454861

## 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 by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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.

## Passing on windfall gains tax to a purchaser

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

## General information

9. 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.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 94454865

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 94454865

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

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

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



ACCESS STRATA MANAGEMENT

## OWNERS CORPORATION CERTIFICATE

*s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007*

**Owners Corporation 1 on Plan No.645760D  
190 Gordons Road, South Morang Vic 3752**

This certificate is issued for: Owners Corporation 1 on Plan of Subdivision No. 645760D  
Lot 25E/190 Gordons Road  
SOUTH MORANG VICTORIA 3752

The postal address is: Unit 103/3 Vangelica Way  
SOUTH MORANG VICTORIA 3752

Applicant for certificate: Easy Online Conveyancing

Delivery address for certificate: Via Email: phil@easyoc.com.au

### **IMPORTANT:**

The information in this certificate is issued on **03.12.25**. A new certificate should be obtained for current information prior to settlement. You can inspect the Owners Corporations Register for additional information if required.

- (a) The current annual fees for Owners Corporation 1 for the above lot are \$2,232.74 payable quarterly in advance. The due dates for annual fees in the current financial year are 1<sup>st</sup> July 2025, 1<sup>st</sup> October 2025, 1<sup>st</sup> January 2026, 1<sup>st</sup> April 2026.

Due Date	Levy Description	Admin Fund	Status
01.07.25	Quarterly Levy for period 01.07.25-30.09.25	\$710.18	Paid
01.10.25	Quarterly Levy for period 01.10.25-31.12.25	\$710.18	Paid
01.01.26	Quarterly Levy for period 01.01.26-31.03.26	\$406.19	Not Due
01.04.26	Quarterly Levy for period 01.04.26-30.06.26	\$406.19	Not Due

**Please note that the Annual Fees will remain the same as the current financial year until the next Annual General Meeting is held and a new budget approved.**

01.07.26	Quarterly Levy for period 01.07.26-30.09.26	\$558.18	Not Due
----------	---	----------	---------

- (b) The date up to which the fees for the lot have been paid: **31<sup>st</sup> December 2025**
- (c) The total of any unpaid fees or charges for the lot is: **NIL**.
- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **NIL**.
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?  
**None to the managers knowledge however we note that the building is aging and we recommend that a maintenance plan is put in place to future plan capital works.**
- (f) The Owners Corporation has the following insurance cover:

**Insurer:** CHU Residential Strata Insurance Plan  
**Policy No.** 41484  
**Class of Policy:** Residential Strata Insurance  
**The Insured:** Owners Corporation 645760D  
**Period of Insurance:** 19.06.25 to 19.06.26

### **COVER DETAILS:**

**Building:** \$24,305,000  
**Loss of Rent:** \$3,645,750  
**Legal Liability:** \$20,000,000



ACCESS STRATA MANAGEMENT

<b>Fidelity Guarantee:</b>	\$100,000
<b>Offices Bearers Liability:</b>	\$500,000
<b>Government Audit Costs:</b>	\$25,000
<b>Legal Defence Expenses:</b>	\$50,000
<b>Appeal Expenses:</b>	\$100,000

*Please refer to attached copy of the Certificate of Currency for further information.  
The insurance is currently under a funding agreement.*

- (g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?  
*The Owners Corporation has NOT resolved that members may arrange their own insurance under section 63 of the Act.*
- (h) The total funds held by Owners Corporation 1 as at **03.12.25** are: **\$71,436.35**
- (i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?  
**None known to the Owners Corporation Manager as at 03.12.25.**
- (j) Are there any current contracts, leases, licences or agreements affecting the common property?  
*There are no leases or licences existing over common property however the following agreements have been entered into by the Owners Corporation:*
- Access Strata Management Pty Ltd
  - Handy Bob Caretaking
  - Fox Mowing
  - Proforce Security
  - Culprit security CCTV
- (k) Are there any current agreements to provide services to lot owners, occupiers or the public?  
**None known to the Owners Corporation Manager as at 03.12.25.**
- (l) Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?  
**None known to the Owners Corporation Manager as at 03.12.25.**
- (m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?  
Potential legal proceeding for any member in arrears.  
  
*Historical FYI Only - An application was made to the DBDRV (Domestic Building Dispute Resolution Victoria) against the builder, the conciliation was NOT successful. The DBDRV issued the owners corporation a certificate of conciliation which now gives the owners authority to proceed to VCAT should they choose.  
  
The property is now outside the warranty period.*
- (n) Has the Owners Corporation appointed, or resolved to appoint, a manager?  
*The Manager is Access Strata Management Pty Ltd  
Level 1, 20 Monomeeth Drive Mitcham Victoria 3132  
(PO Box 369) Lilydale Victoria 3140  
T: 03 9070 8299  
E: [info@accessstrata.com.au](mailto:info@accessstrata.com.au)*
- (o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?  
*The Owners Corporation has not appointed or is seeking a proposal for the appointment of an administrator.*
- (p) Documents required to be attached to the Owners Corporation Certificate are:  
*A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners".  
A copy of the Balance Sheet as at **03.12.25**.  
A copy of the Minutes of the Annual General Meeting held on 25.09.25.  
A copy of the Insurance Schedule for the period 19.06.25 – 19.06.26.*



ACCESS STRATA MANAGEMENT

*A copy of the Special Rules*

*A copy of the Certificate of compliance issued from VBA from works conducted by Bradley Mcgown*

**Note:**

This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 3<sup>rd</sup> December 2025

This Owners Corporation Certificate was prepared by:

.....  
On behalf of Owners Corporation 1 on Plan of Subdivision No. 645760D

Lauren Pryde – Portfolio Manager  
Access Strata Management Pty Ltd  
Level 1, 20 Monomeeth Drive Mitcham Victoria 3132  
(PO Box 369) Lilydale Victoria 3140

The Common Seal of Owners Corporation 1 on Plan of Subdivision No. 645760D was affixed hereto in the presence of:

Lauren Pryde – Portfolio Manager  
Access Strata Management Pty Ltd  
Level 1, 20 Monomeeth Drive Mitcham Victoria 3132  
(PO Box 369) Lilydale Victoria 314





ACCESS STRATA MANAGEMENT

## Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

**Schedule 3, Regulation 12, Owners Corporations Regulations 2007**

OC 10 (12/07)

### What is an Owners Corporation?

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

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

### How are decisions made by an Owners Corporation?

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

### Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

### Lot entitlement and lot liability

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

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

### Further information

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

### Management of an Owners Corporation

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

<b>Certifier's Name</b>	Bradley McGown	<b>Licence No.</b>	27095	<b>Compliance Cert No.</b>	<b>Compliance Cert PIN</b>
				16110320	4350

INSTALLATION ADDRESS			
<b>Site Address</b>	190 GORDONS RD		
<b>Town/Suburb</b>	SOUTH MORANG	<b>Post Code</b>	3752

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
<b>Date of completion of plumbing work</b>	25/02/2022	<b>'As Laid' plans lodged</b>	
<b>Value of plumbing work</b>	\$5,000 - \$9,999	<b>Water Authority 'Consent to Connect' number</b>	

TYPE OF WORK		GAS METER / LPG	
<b>Residential / Commercial</b>	Residential	<b>Authorisation number</b>	

SPECIALITY DETAILS			
<b>Modification details</b>	<b>x</b>	<b>Recreational vehicle's chassis number</b>	
<b>Cooling tower</b>	<b>x</b>	<b>Performance solution</b>	<b>✓</b>
<b>6 Star Sustainability</b>	<b>x</b>		

INSTALLATION INFORMATION
Roofing (stormwater)

INSTALLATION DETAILS
<ul style="list-style-type: none"> <li>- Building (A) overflow provisions have been added to all box gutters as required with all capping/flashings screwed off at 500mm intervals (performance solutions supplied)</li> <li>- Building (B) overflow provisions have been added to all box gutters as required, rusted box gutter replaced and all capping/flashings screwed off at 500mm intervals (performance solutions supplied)</li> <li>- Building (C) all capping/flashings screwed off at 500mm intervals (performance solutions supplied)</li> <li>- Building (D) chute size upgraded to suit change of direction in front corner of building, new rain head supplied and all capping/flashings screwed off at 500mm intervals (performance solutions supplied)</li> <li>- Building (E) all capping/flashings screwed off at 500mm intervals (performance solutions supplied)</li> <li>- Building (F) overflow provisions have been added to all box gutters as required with all capping/flashings screwed off at 500mm intervals (performance solutions supplied)</li> <li>- All performance solutions provided by Steve Williams HMM Group</li> </ul>

## APPLIANCE/PRODUCT INFORMATION

## DECLARATION

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.

The plumbing work was carried out by me or under my supervision

✓

I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision

The above compliance certificate details are correct and ready to be lodged with the VBA

✓

I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document

✓

Compliance Certificate Status

Lodged

Date Lodged

28/02/2022

## IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

## IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the *Building Act 1993*. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At [www.vba.vic.gov.au](http://www.vba.vic.gov.au) you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

Prepared for Owners Corporation 190 Gordons Road [PS645760D]

190 GORDONS ROAD SOUTH MORANG VIC 3752 (ABN: 77 137 243 417)

Owner Ledger

Start Date : 03/12/2022

End Date : 03/12/2027

Lot 25E Unit 103

Gayle May Roberts

Levy No.	Due date	Sys. Entered Date	Details	Levy Amount	Paid	Interest Paid	Interest on arrears	Levy Balance	Levy Type	Status
1	06/07/2023	06/06/2023	Administrative Fund Levy Contribution 01/07/23 - 30/09/23	\$758.45	\$758.45	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
2	01/10/2023	01/09/2023	Cancelled: Administrative Fund Levy Contribution 01/10/23 - 31/12/23	\$675.88	\$0.00	\$0.00	\$0.00	\$0.00	Q - Regular Levy	C
3	09/10/2023	08/09/2023	Administrative Fund Levy Contribution 01/10/23 - 31/12/23	\$758.45	\$758.45	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
4	01/01/2024	16/11/2023	Administrative Fund Levy Contribution 01/01/24 - 31/03/24	\$601.06	\$601.06	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
5	01/04/2024	16/11/2023	Administrative Fund Levy Contribution 01/04/24 - 30/06/24	\$601.06	\$601.06	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
6	01/07/2024	16/11/2023	Administrative Fund Levy Contribution 01/07/24 - 30/09/24	\$679.76	\$679.76	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
7	01/10/2024	19/08/2024	Administrative Fund Levy Contribution 01/10/24 - 31/12/24	\$679.76	\$679.76	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
8	01/01/2025	13/11/2024	Administrative Fund Levy Contribution 01/01/25 - 31/03/25	\$740.61	\$740.61	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
9	01/04/2025	13/11/2024	Administrative Fund Levy Contribution 01/04/25 - 30/06/25	\$740.61	\$740.61	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A

Prepared for Owners Corporation 190 Gordons Road [PS645760D]

190 GORDONS ROAD SOUTH MORANG VIC 3752 (ABN: 77 137 243 417)

Levies										
Levy No.	Due date	Sys. Entered Date	Details	Levy Amount	Paid	Interest Paid	Interest on arrears	Levy Balance	Levy Type	Status
10	01/07/2025	13/11/2024	Administrative Fund Levy Contribution 01/07/25 - 30/09/25	\$710.18	\$710.18	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
11	01/10/2025	25/08/2025	Administrative Fund Levy Contribution 01/10/25 - 31/12/25	\$710.18	\$710.18	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
12	01/01/2026	09/10/2025	Administrative Fund Levy Contribution 01/01/26 - 31/03/26	\$406.19	\$0.00	\$0.00	\$0.00	\$406.19	Q - Regular Levy	A
13	01/04/2026	09/10/2025	Administrative Fund Levy Contribution 01/04/26 - 30/06/26	\$406.19	\$0.00	\$0.00	\$0.00	\$406.19	Q - Regular Levy	A
14	01/07/2026	09/10/2025	Administrative Fund Levy Contribution 01/07/26 - 30/09/26	\$558.18	\$0.00	\$0.00	\$0.00	\$558.18	Q - Regular Levy	A

Current position as at 03/12/2025

Prepaid : \$0.00 Levy Arrears & Owner Invoices Due : \$0.00 Interest on Levy Arrears : \$0.00 Total Arrears : \$0.00

Receipts		
Receipt No.	Receipt Date	Status
19750	26/07/2023	
29715	02/11/2023	
37388	29/01/2024	
46977	26/04/2024	
66303	24/07/2024	
88967	25/10/2024	

Amount	Receipt Balance	Allocated Levies
\$758.45	\$0.00	1
\$758.45	\$0.00	3
\$601.06	\$0.00	4
\$601.06	\$0.00	5
\$679.76	\$0.00	6
\$679.76	\$0.00	7

Prepared for Owners Corporation 190 Gordons Road [PS645760D]

190 GORDONS ROAD SOUTH MORANG VIC 3752 (ABN: 77 137 243 417)

Receipts						
Receipt No.	Receipt Date	Status	Amount	Receipt Balance	Allocated Levies	
114966	24/01/2025		\$740.61	\$0.00	8	
132816	31/03/2025		\$740.61	\$0.00	9	
152411	10/06/2025		\$710.18	\$0.00	10	
177732	04/09/2025		\$710.18	\$0.00	11	

INFORMATION ONLY





# ACCESS STRATA MANAGEMENT

## Minutes of the Annual General Meeting

Owners Corporation for 190 Gordons Road SOUTH MORANG VIC 3752 [Plan:PS645760D]

<b>Meeting Date:</b>	25/09/2025		
<b>Meeting Location:</b>	Remote attendance via Zoom Video Conference		
<b>Time:</b>	Scheduled Time: 05:30 PM	Opened: 5.30pm	Closed: 6.15pm
<b>Lots Represented :</b>	<b>Lot</b>	<b>Member Name</b>	<b>Participation</b>
	Lot : 2E (F)	Tiffany Lyn Moore	In person
	Lot : 3B (F)	Caleb Thomas Miller	In person
	Lot : 5F (F)	Deanne Casey South	In person
	Lot : 6F (F)	Winnie Wai Chung Wong & Gareth Rohan Timothy Salisbury	In person
<b>Chairperson :</b>	Lauren Pryde of Access Strata Management		
<b>Additional Attendees :</b>	Klair Jones of Access Strata Management		
<b>Apologies :</b>	<b>Lot</b>	<b>Member Name</b>	
<b>Other Apologies :</b>			
<b>Quorum :</b>	A quorum was not present		



# ACCESS STRATA MANAGEMENT

## 1. Motion 1

### NOTING OF MEETING ATTENDANCES AND QUORUM

Submitted by Strata Manager .

### Ordinary Resolution

To note Attendees, Proxies and Apologies

To determine if there is a Quorum

### Motion CARRIED

### VOTES

Yes : 4

No : 0

Abstain : 0

## 2. Motion 2

### CHAIRPERSON

Submitted by Strata Manager .

### Ordinary Resolution

To appoint a person to chair the meeting.

### Motion CARRIED

### VOTES

Yes : 4

No : 0

Abstain : 0

## 3. Motion 3

### CONFIRMATION OF PREVIOUS MEETING MINUTES

Submitted by Strata Manager .

### Ordinary Resolution

That the Minutes of the previous Annual General Meeting held on 15 October 2024 be accepted as a true and correct record of proceedings for that meeting.

### Motion CARRIED

### VOTES

Yes : 4

No : 0

Abstain : 0



# ACCESS STRATA MANAGEMENT

## 4. Motion 4

### CONSIDERATION OF REPORTS

Submitted by Strata Manager .

### Ordinary Resolution

That the Manager report and Complaints/Dispute Report prepared by Access Strata be accepted.

That the Building Manager report (if provided) is accepted.

That the Committee report (if provided) is accepted.

### Voting Incomplete

#### VOTES

Yes : 4

No : 0

Abstain : 0

## 5. Motion 5

### INSURANCE

Submitted by Strata Manager .

### Ordinary Resolution

That the insurance policy for the Owners Corporation be accepted.

That the owners corporation resolve to obtain quotations prior to renewal.

That the owners corporation empower the committee to determine renewal of the insurance premium on behalf of owners.

That the owners corporation resolve to obtain an independent valuation for the purposes of insurance.

That the Manager is instructed to on-charge claim excess costs incurred as per the Owners Corporation Act 2006 (Amendment 1 Dec 2021) to the responsible party.

### Voting Incomplete

#### VOTES

Yes : 4

No : 0

Abstain : 0

## 6. Motion 6

### FINANCIAL STATEMENTS

Submitted by Strata Manager .

### Ordinary Resolution

That the Statement of Financial Affairs for the Owners Corporation for the period 01 July 2024 to 30 June 2025 be accepted.

### Motion CARRIED

#### VOTES

Yes : 4

No : 0

Abstain : 0



# ACCESS STRATA MANAGEMENT

## 7. Motion 7

### ADMINISTRATIVE FUND BUDGET

Submitted by Strata Manager .

### Ordinary Resolution

That the proposed Administration Fund budget be accepted in the amount of \$91,542.10

### Motion CARRIED

#### VOTES

Yes : 4

No : 0

Abstain : 0

## 8. Motion 8

### LEVY CONTRIBUTIONS

Submitted by Strata Manager .

### Ordinary Resolution

That the Administrative Fund and Maintenance Fund levy contributions for the period 01/07/2025 - 30/06/2026 be set in accordance with Section 23 of the Owners Corporations Act 2006.

### Motion CARRIED

#### VOTES

Yes : 4

No : 0

Abstain : 0

## 9. Motion 9

### PENALTY INTEREST ON ARREARS

Submitted by Strata Manager .

### Ordinary Resolution

That Owners Corporation charges interest on money owed by a member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.

### Motion CARRIED

#### VOTES

Yes : 4

No : 0

Abstain : 0



# ACCESS STRATA MANAGEMENT

## 10. Motion 10

### DEBT RECOVERY

Submitted by Strata Manager .

### Ordinary Resolution

That the Owners Corporation resolves by ordinary resolution in accordance with Section 18 of the Owners Corporations Act 2006 to take all steps necessary to recover outstanding fees, levies and charges due by any member of the Owners Corporation, including to commence proceedings in VCAT or the Magistrates' Court or any other Court of competent jurisdiction. The Manager of the Owners Corporation shall be provided the delegated authority pursuant to this resolution to give all appropriate instructions to lawyers employed on behalf of the Owners Corporation in taking out such proceedings.

### Additional Details

### Motion CARRIED

### VOTES

Yes : 4

No : 0

Abstain : 0

## 11. Motion 11

### COMMITTEE

Submitted by Strata Manager .

### Ordinary Resolution

That the following persons be elected to the Committee for the Owners Corporation.

Lot : 3B (F) - Caleb Thomas Miller

Lot : 6F (F) - Winnie Wai Chung Wong

That the following person be elected as Chairperson of the Committee for the Owners Corporation.

Lot : 3B (F) - Caleb Thomas Miller

That the following person be elected as Secretary of the Committee for the Owners Corporation.

Lot : 6F (F) - Winnie Wai Chung Wong

That the committee be delegated the authority and relevant permissions to act for and on behalf of the owners corporation.

That the Owners Corporation Committee be delegated full authority to make decisions on all matters on behalf of the Owners Corporation with the exception of when a Special Resolution or Unanimous Resolution required, pursuant to the power and authority defined within Section 11 of the Owners Corporations Act 2006 being Committee powers and delegation.

### Motion CARRIED

### VOTES

Yes : 4

No : 0

Abstain : 0



# ACCESS STRATA MANAGEMENT

## 12. Motion 12

### MANAGEMENT AGREEMENT

Submitted by Strata Manager .

### Ordinary Resolution

That Owners Corporation resolves to engage the services of Access Strata Management Pty Ltd for a 24 month term and agrees to execute the agreement and apply the common seal of the owners corporation.

### Motion CARRIED

#### VOTES

Yes : 4

No : 0

Abstain : 0

## 13. Motion 13

### GENERAL BUSINESS

Submitted by Strata Manager .

### Ordinary Resolution

#### Gardening

Confirm front landscaping is being completed and ensuring the Gardener is attending fortnightly.

#### Separating the Apartment & Townhouses

Discussion around separating the apartment and the townhouses, an application would need to be made to amend the current Plan of Subdivisions. This process would require approval from all Owners. Solicitors and Conveyancers will need to be engaged to manage the legal and administrative aspects of the subdivision change. All associated costs would need to be covered by the Owners Corporation.

#### CCTV and Telstra

Access Strata is seeking a refund from Telstra for an internet account that has been open for 3 years and no data has been used. We are in the middle of obtaining the refund. Access Strata will also be looking into the CCTV around the complex.

### Motion CARRIED

#### VOTES

Yes : 4

No : 0

Abstain : 0

**Owners Corporation  
Notification of making, amendment or  
revocation of rules  
Section 142 Owners Corporation  
Act 2006**

OC 27 (12/07)

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registers and indexes in the  
Victorian Land Registry

Lodged by: Ralph Manno  
Name: .....  
Phone: .....  
Address: .....  
Reference: .....  
Customer Code: 29259

Owners Corporation Number 1 Plan number PS645760D

Supplied with this notification is:

1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. If applicable, the special resolution passed on 21 June 2013 under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 25 June 2013

The common seal of Owners Corporation Number 1  
Plan number PS645760D was affixed in accordance  
with Section 21 of the Owners Corporation Act 2006  
in the presence of :



  
Signature of Michael Hristovski  
Director of  
Gordon J.A.M. (Aust) Pty Ltd ACN 141966618  
Owner of all lots

  
Signature of John Stellas  
Director of  
Gordon J.A.M. (Aust) Pty Ltd ACN 141966618  
Owner of all lots

**For current information regarding Owners Corporation, please obtain an Owners Corporation Search report**

**THE BACK OF THIS FORM MUST NOT BE USED**

**Land Victoria, 570 Bourke Street Melbourne 3000, Phone 8636 - 2010**

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## Consolidated Owners Corporation Rules

Owners Corporation Number 1 Plan No PS645760D

190 Gordons Road South Morang

I hereby certify these rules to be a true and correct copy of the rules made at the special resolution dated 21 June 2013.



Michael Hristovski, Chairperson



INFORMATION ONLY

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**AK429036D**

27/06/2013 \$55.10 OCAR



## Table of Contents

<b>1.</b>	<b>Definitions and Interpretation</b>	<b>1</b>
1.1	Definitions	1
1.2	Interpretation	2
<b>2.</b>	<b>General obligations of Members and Occupiers</b>	<b>3</b>
<b>3.</b>	<b>Prohibited conduct</b>	<b>4</b>
<b>4.</b>	<b>Conduct permitted with written consent of Owners Corporation</b>	<b>5</b>
<b>5.</b>	<b>Damage to property</b>	<b>6</b>
5.1	Common Property	6
5.2	Other property	6
<b>6.</b>	<b>Rubbish removal</b>	<b>6</b>
<b>7.</b>	<b>Vehicles</b>	<b>7</b>
<b>8.</b>	<b>Works</b>	<b>8</b>
8.1	Consent of Owners Corporation required	8
8.2	Process for building works	8
8.3	Restrictions	8
8.4	Damage to Common Property	9
8.5	Owners Corporation costs	9
8.6	Non application to Developer	9
<b>9.</b>	<b>Deliveries</b>	<b>9</b>
9.1	Large Items	9
9.2	Damage to Common Property	10
<b>10.</b>	<b>Rights</b>	<b>10</b>
10.1	Rights granted by Owners Corporation	10
10.2	Advertising generally	11
10.3	Developer rights generally	11
10.4	Developer rights specifically	11
10.5	NBN Co	12
<b>11.</b>	<b>Compliance with Rules</b>	<b>13</b>
<b>12.</b>	<b>Breach of Rules</b>	<b>13</b>
12.1	Action by Owners Corporation	13
12.2	Legal proceedings, penalties and interest	13
<b>13.</b>	<b>Request to view CCTV footage</b>	<b>14</b>
<b>14.</b>	<b>Owners Corporation consent</b>	<b>14</b>
<b>15.</b>	<b>Use of lot for business</b>	<b>14</b>
<b>16.</b>	<b>Dispute resolution</b>	<b>15</b>

**AK429036D**

27/06/2013 \$55.10 OCAR



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**1. Definitions and Interpretation**

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**1.1 Definitions**

In these Rules:

**Act** means the Subdivision Act 1988 (Vic);

**Advertising Space** means any part of the Common Property designated by the Owners Corporation for advertising purposes and includes any advertising space on any pylon, directory board or external façade of any building on the Common Property;

**Authority** means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;

**Common Property** means the common property shown as common property on the Plan;

**Developer** means the registered proprietor of the Site immediately before registration of the Plan;

**Developer Lot** means any lot owned by the Developer;

**Interest Rate** means the rate from time to time fixed by section 2 of the Penalty Interest Rates Act 1983 (Vic);

**Large Items** means furniture, goods, equipment or any item which may damage or obstruct any part of the Common Property;

**Member** means a member of the Owners Corporation;

**Member Lot** means any lot not owned by the Developer;

**NBN Action** means any of the following:

- (a) the grant of a licence to NBN Co (whether exclusive or non-exclusive) over any part of the Site subject to any condition required by NBN Co (including the right by NBN Co to grant sub-licenses);
- (b) the grant to NBN Co of any right or interest (including a covenant) in any part of the Site in order to install infrastructure and/or connect the Site or any part of it to the national broadband network.

**NBN Agreement** means any written agreement between the Developer and NBN Co which in any way relates to the Site;

**NBN Co** means NBN Co Limited ABN 86 136 533 741;

**Occupier** means an occupier of a lot on the Plan;

**Owners Corporation** means owners corporation no 1 on the Plan;

**Permitted Area** means any part of the Site (except a Member Lot) and includes the Common Property and any Developer Lot.

**Plan** means plan of subdivision no PS645760D;

**Route** means the part of the Common Property through which the Member or Occupier proposes to move a Large Item;

**Rules** means these rules;

**Services** means the services and utilities provided for a lot or the Common Property including water, gas, electricity, lighting, sanitation, air-conditioning and ventilation, solar panelling, lights, escalators, elevators, fire control, security, telephone, facsimile, computer services and communications together with all plant and equipment needed to provide them;

**Service Rights** means any rights granted by the Owners Corporation or the Developer to any provider of Services including to NBN Co.

**Site** means the land described in the Plan under the heading "Title References" and "Last Plan Reference" and being the land affected by the Plan and includes the Common Property;

**Works** means any construction, alteration, repair, refurbishment, addition, renovation or fitting out of a lot, building or other structure (including plant, equipment and other materials to be used to provide Services) anywhere on the Site.

## 1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to an owners corporation includes any elected committee of the owners corporation.
- (e) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (f) A reference to a clause is a reference to a clause of this agreement.
- (g) A reference to an agreement or document (including a reference to this agreement is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this agreement or that other agreement or document.
- (h) A reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible and tangible form.
- (i) A reference to a party to this agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

**AK429036D**

27/06/2013 \$55.10 OCAR  


- (j) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (k) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (l) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument or document of any kind.
- (m) A reference to *dollars* or \$ is to Australian currency.
- (n) A reference to a *right or obligation* of any 2 or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each 2 or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
- (o) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included.
- (p) Nothing in this agreement is to be interpreted against a party solely on the ground that the party put forward this agreement or a relevant part of it.
- (q) If a party consists of more than one person this deed binds them jointly and each of them severally.

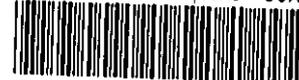
## 2. General obligations of Members and Occupiers

A Member or Occupier must:

- (a) keep their lot clean and in good repair;
- (b) clean the windows and exterior of their lot and keep them in good repair;
- (c) promptly repair all broken glass or replace it with glass of the same or similar quality;
- (d) keep any plants, gardens and lawns on their lot trimmed, well watered and in good condition;
- (e) keep their lot secure;
- (f) use the Services, driveways, pathways and any other facilities in a lot or on any part of the Common Property only for their designated purpose;
- (g) use any items placed on the Common Property by the Owners Corporation only for their designated purpose;
- (h) promptly notify the Owners Corporation on becoming aware of:
  - (i) any damage or defect in a lot, the Common Property or to any Services; and

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- (ii) anything likely to cause danger or risk to any person or property in or near a lot or the Common Property;
- (i) be appropriately clothed when on any part of a lot visible from another lot and when on any part of the Common Property; and
- (j) comply with any parking directions given orally or published by the Owners Corporation in respect of parking and driving on or about the Common Property.

### 3. Prohibited conduct

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A Member or Occupier must not:

- (a) obstruct the lawful use of Common Property by any person;
- (b) make any noise or behave in a way likely to interfere with the peaceful enjoyment of any person in another lot or lawfully using Common Property;
- (c) allow any hazardous, noxious, offensive or unlawful thing to happen including anything causing annoyance, nuisance, danger or damage to any person or property;
- (d) paint, finish, mark, damage, deface or otherwise alter the exterior of any building or improvement forming part of any lot or the Common Property;
- (e) tint or otherwise treat any windows or other glazed parts of their lot or the Common Property;
- (f) obstruct any of the entrances, exits or passages to any lot or to or on the Common Property;
- (g) throw anything over any balcony or from any Common Property;
- (h) do anything which may invalidate or suspend any insurance policy effected by the Owners Corporation;
- (i) hinder or obstruct any contractor or workman employed by the Owners Corporation;
- (j) use offensive language or behave in a way which may cause offence or embarrassment to another person;
- (k) smoke or drink alcohol in any part of the Common Property;
- (l) throw cigarette butts or cigarette ash on the Common Property;
- (m) keep or allow to be kept any animal on any lot or the Common Property (and must remove any animal in their possession or control within 24 hours of a request to do so by the Owners Corporation);
- (n) allow any child under the Member's or Occupier's control to:
  - (i) play on any part of the Common Property;
  - (ii) be in any part of the Common Property which may be dangerous or hazardous to children, including any car park, driveway or stairs, unless the child is with an adult;

- (o) allow any person under the Member's or Occupier's control to use skateboards, roller skates or roller blades on the Common Property;
- (p) remove any item from the Common Property which has been placed there by the Owners Corporation;
- (q) interfere with or modify any:
  - (i) Services;
  - (ii) intercom, television aerial or communication system;
- (r) cover any storage area;
- (s) enter any plant room;
- (t) operate any electronic or other equipment which interferes with any television, radio, telephone, computer or domestic appliances lawfully being used on any other lot or the Common Property;
- (u) install or use any intruder alarm which makes a sound which can be heard from outside their lot;
- (v) use a barbecue or other cooking appliance on any balcony or terrace on Common Property;
- (w) hang any clothing, towel, bedding or other item in a place which can be seen from outside their lot;
- (x) put up any 'for sale' or 'for lease' signs on Common Property; and
- (y) damage any plants, gardens and lawns on the Common Property;
- (z) install any Service (including air conditioning or similar plant and equipment) or store or accumulate any materials, goods or debris, so that they are visible from any Common Property, any other Lot or from any street abutting the building.

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#### 4. Conduct permitted with written consent of Owners Corporation

A Member or Occupier may do any of the following if they first obtain the written consent of the Owners Corporation:

- (a) install on, attach to or hang from the exterior of any lot or any part of the Common Property any sign, furnishing, device, aerial, satellite dish, cable television or any other object;
- (b) install, attach or hang any window coverings or awnings;
- (c) install bars, screens, grilles or other safety equipment on the exterior of any windows or doors;
- (d) put anything in their lot which is visible from outside their lot and is inconsistent with the appearance of other lots or the Common Property;
- (e) hang a wind chime or other item on or from a balcony or terrace;
- (f) store or use dangerous or flammable substances provided:
  - (i) the storage or use is in the normal conduct of the Member's or Occupier's use of their lot; and

- (ii) the quantities do not exceed those permitted by law; and
- (iii) they are stored strictly in accordance with all relevant safety standards; and
- (g) do anything which may cause any insurance premium payable by the Owners Corporation to be increased.

## 5. Damage to property

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### 5.1 Common Property

A Member or Occupier must immediately:

- (a) repair any damage to the Common Property and Services caused by the Member or Occupier; and
- (b) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to Common Property and the Services caused by the Member or Occupier.

### 5.2 Other property

A Member or Occupier must:

- (a) not do anything that may interfere with:
  - (i) any support or shelter given by a lot or a part of the Common Property for any other lot or any other part of the Common Property;
  - (ii) the structural or functional integrity of their lot, or any building or improvement on any part of the Common Property; or the Services;
- (b) observe the maximum floor loadings of their lot, and any building or improvement on any part of the Common Property.

## 6. Rubbish removal

(a) A Member or Occupier must:

- (i) keep rubbish in appropriate containers and make sure rubbish is cleared on collection days; and
- (ii) comply with any directions of the Owners Corporation concerning disposal or recycling of rubbish;
- (iii) specifically:
  - (A) clean, drain and place glass, unbroken, in the area which the Owners Corporation provides for this purpose;
  - (B) store recyclable items, including paper and plastic, in the area which the Owners Corporation provides for this purpose;

- (C) flatten cardboard and packaging and place it neatly in the area which the Owners Corporation provides for this purpose; and
  - (D) drain and securely wrap rubbish in small parcels or bags and put them in the rubbish bin collection areas.
- (b) A Member or Occupier must not:
- (i) leave any rubbish (including hard waste), pallet, equipment or articles of any kind on the Common Property except in a receptacle or area specifically provided for that purpose by the Owners Corporation; or
  - (ii) burn rubbish or other materials in their lot or on the Common Property.

## 7. Vehicles

- (a) A Member or Occupier must:
- (i) only use car parking spaces to park vehicles;
  - (ii) promptly clean up any oil or other fluid emitted by any vehicle the Member or Occupier brings into the Common Property;
  - (iii) observe:
    - (A) any parking directions given by the Owners Corporation;
    - (B) every traffic sign on or at the entrance or exit of any car parking spaces;
    - (C) any condition of entry of the Owners Corporation concerning the car parking spaces;
  - (iv) make sure that any vehicle is parked wholly within a marked car parking space;
  - (v) comply with any measures imposed by the Owner's Corporation in relation to any misuse of car parking spaces;
  - (vi) store any bicycle in the area which the Owners Corporation provides for this purpose; and
  - (vii) not bring any bicycle into a lot or any part of the Common Property, including the foyers, stairwells, hallways, garden areas, balconies or any other area designated by the Owners Corporation.
- (b) A Member or Occupier must not:
- (i) park or leave a vehicle on Common Property so as to obstruct a driveway or entrance to a lot, or in any place other than in the Member's or Occupier's designated car parking space (if any) or in any other car parking areas specified by the Owners Corporation; or
  - (ii) leave any unregistered vehicle on a lot or on the Common Property;

**AK429036D**

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- (iii) use a car parking space for the purpose of cleaning or washing a vehicle.
- (c) The Owners Corporation may:
  - (i) move any vehicle which is not parked wholly within a marked car parking space;
  - (ii) move any vehicle which is not parked in the spot designated for that vehicle;
  - (iii) install traffic signs in the car parking area and the entrances and exits to the car parking area; and
  - (iv) designate car parks, including by numbering or line marking.

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27/06/2013 \$55.10 OCAR



## 8. Works

### 8.1 Consent of Owners Corporation required

A Member or Occupier must get the Owners Corporation consent before they may do any Works relating to the lot or the Services (for example, demolishing walls or altering the interior design of a lot).

### 8.2 Process for building works

A Member or Occupier must:

- (a) promptly give the Owners Corporation copies of all detailed drawings and other specifications of the proposed Works if requested to do so by the Owners Corporation;
- (b) follow the reasonable requirements and directions of the Owners Corporation;
- (c) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and give a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation;
- (d) make sure the proposed Works are carried out in a proper and workmanlike manner and following any drawings and specifications;
- (e) get any necessary permits or approvals to allow the proposed Works to be done and give copies of them to the Owners Corporation;
- (f) make sure that the proposed Works comply with all laws, including getting an occupancy permit or final inspection, when necessary; and
- (g) make sure the proposed Works are done at times and in a way that minimises damage, disturbance and inconvenience to others.

### 8.3 Restrictions

The Member or Occupier must make sure that they and their agents and contractors doing the Works comply with these restrictions:

- (a) no building materials may be stacked or stored outside their lot;
- (b) no scaffolding may be erected on the Common Property or the exterior of their lot;

- 
- (c) Works must be done during times permitted by local laws, as required by any responsible Authority;
  - (d) the exterior of any building on the lot and the Common Property must be clean and in a safe state at all times;
  - (e) construction vehicles and construction worker's vehicles must not be brought into or parked on the Common Property;
  - (f) the method of building operations, means of access, use of Common Property, on-site management, building protection and hours of work must comply with the reasonable directions of the Owners Corporation;
  - (g) access to other lots or the Common Property to install or maintain Services or to do any Works requires the consent of the owner of the relevant lot or, in the case of Common Property, the consent of the Owners Corporation;
  - (h) no interference to be caused to the retail or commercial operations within the building, including restricting access to lots on which retail or commercial activities take place.

#### 8.4 Damage to Common Property

- (a) A Member or Occupier must immediately:
  - (i) repair any damage to the Common Property and Services caused by the Works; and
  - (ii) clean and remove any dirt, debris or other rubbish resulting from the Works.
- (b) If the Member or Occupier breaches this Rule 8, the Member or Occupier indemnifies the Owners Corporation against any damage, expense, loss or liability incurred by the Owners Corporation if the Owners Corporation makes good any damage to, or cleans, the Common Property and the Services.

#### 8.5 Owners Corporation costs

If the Owners Corporation requires advice from an architect or other consultant concerning the proposed Works, the Member or Occupier must pay the reasonable fees and expenses which the Owners Corporation incurs for that advice.

#### 8.6 Non application to Developer

For so long as the Developer is the owner of a lot, nothing in Rule 8 will apply to the Developer.

### 9. Deliveries

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#### 9.1 Large Items

When delivering or receiving Large Items (at any time including when a Member or Occupier moves into or out of a lot), the Member or Occupier must:

- 
- (a) notify the Owners Corporation of the Member's or Occupier's intention to move the Large Items at least 48 hours before the proposed move;
  - (b) allow a representative of the Owners Corporation to be present when the Large Items are moved;
  - (c) comply with all directions of the Owners Corporation, including the date and time for moving the Large Items and coordinating removalists or tradespeople involved in the move;
  - (d) only use those parts of the Common Property, and at such times, as the Owners Corporation allows;
  - (e) only use service lifts and not use passenger lifts to carry the Large Items and, if the Owners Corporation requires, only after the Owners Corporation has placed protective covers in the lift to minimise damage;
  - (f) not allow any Large Items to contact lift doors or walls, including static contact by leaning or stacking the Large Items against the lift door;
  - (g) not restrict access to any lifts, lobbies, fire escapes or car parking area; and
  - (h) not carry the Large Items through any building or the Common Property unless the Owners Corporation consents first.

## 9.2 Damage to Common Property

A Member must immediately:

- (a) repair any damage to the Common Property and Route caused by moving the Large Items;
- (b) remove any rubbish, including paper, boxes or cartons; and
- (c) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to or cleaning of the Common

## 10. Rights

### 10.1 Rights granted by Owners Corporation

- (a) A Member or Occupier must not:
  - (i) use any part of the Common Property over which the Owners Corporation has granted exclusive use or enjoyment rights to another person; or
  - (ii) interfere with:
    - (A) the use by any person to whom the Owners Corporation has granted rights over of any part of the Common Property including the Service Rights;
    - (B) a manager performing their duties under any management agreement entered into with the Owners Corporation.

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- (b) Subject to the Act, the obligations and restrictions set out in these Rules are subject to any rights that may be given to any person by the Owners Corporation including the Service Rights.

### 10.2 Advertising generally

The Owners Corporation may allocate any part of the Advertising Space to a Member or Occupier or any other person on such terms as it considers to be reasonably appropriate.

### 10.3 Developer rights generally

- (a) For so long as the Developer is the owner of a lot, nothing in these Rules shall operate as to prevent or hinder the Developer from:
- (i) carrying out or authorising any person to carry out, any Works (including earthmoving works and ancillary or related activity) on any part of the Permitted Area;
  - (ii) selling or leasing any Developer Lot.
- (b) While the Developer remains the owner of any lot, then to the extent permitted at law a Member may not exercise any of its rights or powers as a member of the Owners Corporation or of any committee of the Owners Corporation in such a way as to:
- (i) prevent or hinder any Works being carried out by the Developer or an agent of the Developer;
  - (ii) delay, impede or prevent the granting of any planning or other approval for the development or the future development of any part of the Site by the Developer;
  - (iii) hinder the Developer's marketing activities;
  - (iv) be contrary to the reasonable directions of the Developer from time to time including any direction of the Developer to further develop any part of the Site including erecting an additional storey or storeys on any building on the Site;
  - (v) delay, impede or prevent the passage of any resolution to:
    - (A) adopt rules for the Owners Corporation as the Developer may require to be adopted;
    - (B) authorise the Developer to install, affix or erect structures of whatever nature including but not limited to marketing or promotional materials or signage on or to the roof or walls of any parts of the Permitted Area;
    - (C) authorise the Developer to install cabling, line links, head ends, wiring, conduits, boxes, wall plates, splitters and other electronic equipment and facilities on any part of the Common Property.

### 10.4 Developer rights specifically

Without limiting the generality of clause 10.3, the Developer may:

**AK429036D**

27/06/2013 \$55.10 OCAR



**AK429036D**

27/06/2013 \$55.10 OCAR



Owners Corporation Rules

Owners Corporation Number 1 Plan Nr

- (a) use any Developer Lot as a display lot or in any other way it deems appropriate to assist in the marketing, sale or leasing of other lots;
- (b) place signs on the Permitted Area including signs relating to the sale or leasing of any Developer Lot;
- (c) conduct an auction sale or leasing in the Permitted Area;
- (d) use any part of the Permitted Area to carry out any Works;
- (e) erect on the Permitted Area barriers, fences, hoardings and signs as it deems necessary to facilitate any Works;
- (f) take exclusive and sole possession of any part of the Common Property for the purpose of the carrying out of any Works;
- (g) exclude any person including a Member or Occupier from any part of the Common Property as it deems necessary in order for Works to be carried out;
- (h) grant any rights (including the Service Rights) to any person and without limiting the generality thereof, the right to use or access through, over or under the Common Property on such terms and conditions as the Developer in its discretion deems appropriate;
- (i) assign all or any part of the Developer's rights or benefits contained in these Rules to any person on such terms and conditions as the Developer in its discretion deems appropriate.

**10.5 NBN Co**

- (a) The Members acknowledge that:
  - (i) in order for NBN Co to install infrastructure and/or connect the Site or any part of it to the national broadband network; the Developer has entered into one or more NBN Agreements and may in the future enter into additional NBN Agreements;
  - (ii) an NBN Agreement either requires or may require the Developer to do certain acts, matters or things including an NBN Action;
  - (iii) in order for the Developer to do those acts, matters or things including an NBN Action, the Members (and the Owners Corporation) may be required to:
    - (A) vote in favour of certain resolutions of the Owners Corporation;
    - (B) sign documents;
    - (C) give consent;
    - (D) do other acts, matters or things.
- (b) The Members agree that if the Developer in its sole discretion determines that a Member (or the Owners Corporation) must do any act, matter or thing to enable the Developer to comply with an NBN Agreement or any part of it, the Member must on request by the Developer, do the act, matter or thing requested by the Developer.

- (c) The rights of the Developer under this clause 10.5 are in addition to any other rights in these Rules.
- (d) The Developer may assign its rights under this clause 10.5 and any other right or rights under these Rules at any time to any person.

## 11. Compliance with Rules

- (a) A Member or Occupier do everything reasonably necessary to ensure that:
  - (i) these Rules are obeyed by their agents, contractors and invitees (including tenants and licensees);
  - (ii) their agents, contractors and invitees are removed from their lot and Common Property if they are behaving inappropriately and or failing to obey these Rules;
  - (iii) their tenancy agreements or licences contain provisions requiring the tenant or licensee to obey these Rules.
- (b) The Owners Corporation may remove any person from the Common Property if the Owners Corporation is of the view that that person is behaving inappropriately and or failing to obey these Rules.

## 12. Breach of Rules

### 12.1 Action by Owners Corporation

The Owners Corporation may do anything the Member or Occupier should have done under these Rules but which has not been done or which the Owners Corporation reasonably considers has not been done properly.

### 12.2 Legal proceedings, penalties and interest

- (a) If a Member or Occupier breaches these Rules, the Owners Corporation may:
  - (i) issue legal proceedings seeking any remedy against; and/or
  - (ii) impose a fine or penalty on;that Member or Occupier.
- (b) A Member or Occupier must pay on request by the Owners Corporation:
  - (i) all costs incurred by the Owners Corporation as a result of a breach of these Rules by that Member or Occupier, including:
    - (A) legal costs (on a solicitor-own client basis);
    - (B) any cost incurred in the Owners Corporation taking action under clause 12.1.

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Owners Corporation Rules

Owners Corporation Number 1 Plan No



- (ii) interest at the Interest Rate on any money payable by the Member or Occupier to the Owners Corporation, including owners corporation fees and levies, which remains unpaid after the due date;

### **13. Request to view CCTV footage**

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- (a) A Member or Occupier (**CCTV Applicant**) may ask the Owners Corporation for permission to view CCTV footage held by the Owners Corporation. All such requests must be in writing.
- (b) The Owners Corporation may grant or refuse permission in its absolute discretion and without giving any reason for its decision.
- (c) The Owners Corporation may impose any requirement as a condition of granting permission and if it does so, the CCTV Applicant must obey that requirement.
- (d) The CCTV Applicant must pay any reasonable fee requested by the Owners Corporation a request by a CCTV Applicant. The fee must be paid in advance if so requested by the Owners Corporation.

### **14. Owners Corporation consent**

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- (a) Where anything depends on the consent or approval of the Owners Corporation then, unless these Rules provide otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Owners Corporation.
- (b) A consent or approval of the Owners Corporation may be revoked at any time.
- (c) A conditional consent or revocation of consent made by the Owners Corporation may be evidenced by a minute of a resolution of the Owners Corporation.
- (d) Any request made to the Owners Corporation must be in writing and sent to the managing agent or if there is no managing agent to the secretary of the Owners Corporation.

### **15. Use of lot for business**

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A Member or Occupier must not use their lot or any part of the Common Property for any trade or business unless:

- (a) the Owners Corporation consents;
- (b) the trade or business does not cause any nuisance to occupiers of other lots;
- (c) at all times, they comply with any health, noise and other laws and regulations governing the proposed trade or business, including getting any necessary permit, licence and insurance;
- (d) the law generally and the planning scheme specifically, permit the lot or that part of the Common Property to be used for the proposed trade or business.

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**16. Dispute resolution**

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- (a) The grievance procedure set out in this Rule 16 applies to disputes involving a Member, Occupier, manager or the owners corporation.
- (b) The party making the complaint must prepare a written statement in the approved form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) 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.
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.
- (h) This process is separate from and does not limit any further action under Part 10 of the Act.

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# CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Agency Pty Ltd  
 T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246719  
 Level 14/141 Walker Street, North Sydney, New South Wales 2060  
 info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

**Date:** 17/06/2025  
**Reference No:** DOC0001061005

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

<b>Insured:</b>	OC 645760	<b>Policy Number:</b>	06S2160072
<b>Type of Insurance:</b>	Residential Strata	<b>Period of Insurance:</b>	From 4:00PM 19/06/2025 To 4:00PM 19/06/2026

## OVERVIEW

<b>Insured:</b>	OC 645760		
<b>Situation:</b>	190 GORDONS ROAD, SOUTH MORANG VIC 3752		
<b>Section 1:</b>	Building including common contents		\$24,305,000
	Loss of Rent/Temporary Accommodation (15%)		\$3,645,750
	Catastrophe or Emergency (15%)		\$3,645,750
	Additional Loss of Rent/Temporary Accommodation		Not included
	Additional Catastrophe or Emergency		Not included
	Floating Floors		Included
	Flood		Included
<b>Section 2:</b>	Glass		Automatically Included
<b>Section 3:</b>	Theft		Automatically Included
<b>Section 4:</b>	Liability		\$ 20,000,000
<b>Section 5:</b>	Fidelity Guarantee		\$100,000
<b>Section 6:</b>	Office Bearers Liability		\$ 500,000
<b>Section 7:</b>	Voluntary Workers (Weekly/Capital Benefit)		\$2,000/\$200,000
<b>Section 8:</b>	Government Audit Costs		\$25,000
<b>Section 9:</b>	Legal Expenses		\$50,000
<b>Section 10:</b>	Workplace, Health and Safety Breaches		\$100,000
<b>Section 11:</b>	Machinery Breakdown		Not Insured
<b>Section 12:</b>	Lot Owners Improvements (Per Lot)		\$250,000

# CERTIFICATE OF CURRENCY



Policy Number: 06S2160072

Insured: OC 645760

## EXCESSES

### Section 1 - Building including Common Contents

\$2,000.00 all claims + as per policy wording

### Section 2 - Glass

\$2,000.00 all claims

### Section 3 - Theft

\$2,000.00 all claims

## SPECIAL TERMS/CONDITIONS

### Flood

This policy is extended to include flood.

The word 'flood' is deleted from exclusion 1.e on page 35 and exclusion e on page 40.

# CERTIFICATE OF CURRENCY



## IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

Strata Unit Underwriting Agency Pty Limited T/A Strata Unit Underwriters (SUU) hereby gives notice that this contract is issued under an authority by the Insurer/s named on Your Quotation or Policy Schedule. SUU is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. SUU also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

## GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.

# Due diligence checklist

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

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