

Contract of Sale of Land

Property

UNIT 207/78 EPPING ROAD, EPPING, VIC 3076



Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER

..... on

Print name(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

Print name(s) of person(s) signing:

BILJANA PILI

State nature of authority, if applicable: **SOLE PROPRIETOR**

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

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Particulars of Sale

Vendor's estate agent

Name Harcourts Rata & Co
 Address 219 High Street, Thomastown VIC 3074
 Email sold@rataandco.com.au Ref _____
 Tel 03 9465 7766 Mob _____ Fax _____

Vendor

Name Biljana Pili
 Address _____
 ABN/ACN _____
 Email _____

Vendor's legal practitioner or conveyancer

Name Zara Syed - Melbourne Law Offices
 Address Suite 408, Level 4, 517 Flinders Lane, Melbourne VIC 3000
 Email zara@melbournelawoffices.com.au Ref ZS: BP2022
 Tel 1300 005 786 Mob 0406 784 580 Fax _____

Purchaser's estate agent

Name _____
 Address _____
 Email _____ Ref _____
 Tel _____ Mob _____ Fax _____

Purchaser

Name _____
 Address _____
 ABN/ACN _____
 Email _____

Purchaser's legal practitioner or conveyancer

Name _____
 Address _____
 Email _____ Ref _____
 Tel _____ Fax _____ DX _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11625 Folio 698	101	617864Y
Volume _____ Folio _____	_____	_____
Volume _____ Folio _____	_____	_____

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 207, 78 EPPING ROAD, EPPING, VIC 3076

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

Price _____

Deposit _____ by ____ / ____ / ____ (of which _____ has been paid)

Balance _____ payable at settlement

Deposit bond General condition 15 applies only if the box is checked**Bank guarantee** General condition 16 applies only if the box is checked**GST** (general condition 19)

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

 GST (if any) must be paid in addition to the price if the box is checked This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked This sale is a sale of a 'going concern' if the box is checked The margin scheme will be used to calculate GST if the box is checked**Settlement** (general conditions 17 & 26.2)

is due on ____ / ____ / ____

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

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

Lease (general condition 5.1) At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

 a lease for a term ending on ____ / ____ / ____ with ____ options to renew, each of ____ years

OR

 a residential tenancy for a fixed term ending on ____ / ____ / ____

OR

 a periodic tenancy determinable by notice**Terms contract** (general condition 30) This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)**Loan** (general condition 20) This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: no more than _____ Approval date: ____ / ____ / ____

Building report General condition 21 applies only if the box is checked**Pest report** General condition 22 applies only if the box is checked

CONTRACT OF SALE - SPECIAL CONDITIONS

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

4. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

5. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

6. Foreign resident capital gains withholding

- 6.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 6.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 6.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *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 of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

- 6.4 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.
- 6.5 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 special condition; and
 - (b) ensure that the representative does so.
- 6.6 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 special 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 special 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.
- 6.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6.8 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.
- 6.9 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 of *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.
- 6.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

7. Electronic Conveyancing

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* if the box on the 'Particulars' page is marked "EC".

- 7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.
- 7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 7.3 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*

- (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- 7.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 7.6 Settlement occurs when the workspace records that:
- (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
 - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 7.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 7.8 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.
- 7.9 The vendor must:
- (a) before settlement deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

8. GST Withholding

- 8.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 8.2 This special condition applies if the purchaser is 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 special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 8.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the 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.

- 8.4 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 special condition; and
 - (b) ensure that the representative does so.
- 8.5 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 special 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 special 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.
- 8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *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 settlement system described in special condition 8.6.
However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, 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.
- 8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 8.9 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.

- 8.10 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.

- 8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *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.

- 8.12 This special condition will not merge on settlement.

9. Public Auction

The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2004 or any rules prescribed by regulation which modify or replace those Rules.

10. Condition of Property

- 10.1 The property and any chattels are sold in their present condition and subject to any defects.
- 10.2 The property and any chattels are at the risk of the purchaser in all respects on and from the day of sale despite any rule of law or equity to the contrary.
- 10.3 No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

11. Planning Certificate

The Purchaser acknowledges that the Planning Permit is in the Section 32, all other documents in regards to Building Permits, final inspections and Insurance are the purchasers' responsibility and the purchaser expressly releases the vendor and/or the agents from any claims demands in respect thereof.

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 the month and year set out the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7 IDENTITY OF THE LAND

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

8 SERVICES

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

9 CONSENTS

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

10 TRANSFER & DUTY

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

11 RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.

- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to the holder of an unencumbered estate in free 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 authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15 DEPOSIT BOND

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

16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17 SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18 ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19 GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - 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
 - 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
 - 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:
- 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
 - 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':
- the parties agree that this contract is for the supply of a going concern; and
 - the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - 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:
- 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - '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:
- immediately applied for the loan; and
 - did everything reasonably required to obtain approval of the loan; and
 - 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
 - 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:
- 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;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - 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:
- obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23 ADJUSTMENTS

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25 GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26 TIME & CO-OPERATION

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

27 SERVICE

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

28 NOTICES

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

29 INSPECTION

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

30 TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;

- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35 DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

EXECUTED AS A DEED

SIGNED SEALED & DELIVERED BY)	
BILJANA PILI (VENDOR))	
)	
)	Signature
)	
<hr/>		
Signature of witness		
<hr/>		
Print name of witness		

SIGNED SEALED & DELIVERED BY)	
in the presence of:)	
)	
)	Signature
)	
<hr/>		
Signature of witness		
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Print name of witness		

SIGNED SEALED & DELIVERED BY)	
in the presence of:)	
)	
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Signature of witness		
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Print name of witness		

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 30 October 2018.

Vendor Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk (*) appears. "Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land Volume 11625 Folio: 698

Property Address UNIT 207, 78 EPPING ROAD EPPING VIC 3076

Vendor's name BILJANA PILI

Signature _____ Date _____

+ Vendor's name _____

+ Signature _____ Date _____

+ Vendor's name _____

+ Signature _____ Date _____

+ Purchaser's name _____

+ Signature _____ Date _____

+ Purchaser's name _____

+ Signature _____ Date _____

+ Purchaser's name _____

+ Signature _____ Date _____

Important information

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1. FINANCIAL MATTERS

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

(a) *Their total does not exceed: _____

OR

(b) *Are contained in the attached certificate/s.

OR

(c) *Their amounts are:

Authority	Amount	Interest (if any)
(1) _____	(1) _____	(1) _____
(2) _____	(2) _____	(2) _____
(3) _____	(3) _____	(3) _____
(4) _____	(4) _____	(4) _____

(d) *There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included above; other than any amounts described in this rectangular box.

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

_____ To _____

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

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.

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

¹ Other than any GST payable in accordance with the contract.

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.

- (a) *Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.
OR
- (b) *Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company: _____

Type of policy: _____ Policy no: _____

Expiry date: _____ / _____ / _____ Amount insured: _____

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.

- (a) *Attached is a copy or extract of any policy of insurance required under the *Building Act* 1993.
OR
- (b) *Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company: _____

Policy no: _____ Expiry date: _____ / _____ / _____

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- (a) *Is in the attached copies of title document/s.

OR

- *Is as follows:

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

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 under 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.

OR

- *The required specified information is as follows:

(a) Name of planning scheme _____

(b) Name of responsible authority _____

(c) Zoning of the land _____

(d) Name of planning overlay _____

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

*Are contained in the attached certificates and/or statements.

OR

*Are as follows:

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:

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:

5. BUILDING PERMITS

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

*Are contained in the attached certificate.

OR

*Are as follows:

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*.

OR

6.2 *Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 *The owners corporation is an inactive owners corporation.²

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

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*.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) *The land is NOT to be transferred under the agreement unless the square box is marked with an “X”
- (b) *The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an “X”
- (c) *The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an “X”

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an “X” indicate that such a certificate or notice that is attached:

- (a) *Any certificate of release from liability to pay a GAIC
- (b) *Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) *Any certificate of exemption from liability to pay a GAIC
- (d) *Any certificate of staged payment approval
- (e) *Any certificate of no GAIC liability
- (f) *Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) *A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub -sections 7.2 (a) to (f) above

8. SERVICES

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

- Electricity supply Gas supply Water supply Sewerage Telephone services

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.

OR

*(b) General Law Title

The last conveyance in the chain of title or other document which gives evidence of the vendor’s title to the land.

- *9.2 Evidence of the vendor’s right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- (a) *Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
OR
- (b) *Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

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

- (a) *Attached is a copy of the plan for the first stage if the land is in the second or a 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:

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

- (d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

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.

- (a) *Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- OR
- (b) *Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

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 1000m²; (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):
- *Are contained in the attached building energy efficiency certificate.
- OR
- *Are as follows:

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.)

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be automatically attached if ticked)

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 a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

- | | |
|--|---|
| 13.1 Register Search Statement: Volume 11625 Folio 698 | 13.9 s151 Certificate from Owners Corporation |
| 13.2 Plan of Subdivision: 617864Y | 13.10 Land Information Certificate |
| 13.3 Instrument Search: AN438290L | 13.11 Building Approval 51 (1) |
| 13.4 Dealings on Title | 13.12 Planning Certificate |
| 13.5 Owners Corporation Report | 13.13 Planning Property Report |
| 13.6 Property Clearance Certificate (Land Tax) | 13.14 Property Report |
| 13.7 GAIC Report | 13.15 Water Information Statement |
| 13.8 VicRoads Certificate | 13.16 Due Diligence Checklist |

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

Page 1 of 2

VOLUME 11625 FOLIO 698

Security no : 124101832561M
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LAND DESCRIPTION

Lot 101 on Plan of Subdivision 617864Y.
PARENT TITLE Volume 11218 Folio 616
Created by instrument PS617864Y/D7 07/01/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BILJANA PILI of 49 FOX STREET ST ALBANS VIC 3021
AN438289U 10/01/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN438290L 10/01/2017
WESTPAC BANKING CORPORATION

COVENANT PS617864Y 05/08/2010

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

DIAGRAM LOCATION

SEE PS617864Y 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 78 EPPING ROAD EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 12690B WESTPAC BANKING CORPORATION (63)
Effective from 10/01/2017

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS617864Y
OWNERS CORPORATION 6 PLAN NO. PS617864Y

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

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS617864Y
Number of Pages (excluding this cover sheet)	34
Document Assembled	14/11/2022 15:51

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PLAN OF SUBDIVISION	STAGE No. _____	LRS USE ONLY EDITION 11	Plan Number PS617864Y
----------------------------	--------------------	-----------------------------------	---------------------------------

LOCATION OF LAND
 Parish: WOLLERT
 Section : 10
 CROWN PORTION : 2 (PART)
 Title References : VOL.10183 FOL.443
 VOL.10342 FOL.595
 Last Plan Reference: PS 333247G (LOT 1)
 LP 011129 (LOT 14)
 Postal Address: 80-90 EPPING ROAD
 (at time of subdivision) EPPING, 3076
 MGA Co-ordinates E 326 200
 (of approx. centre of land N 5 832 800 Zone: 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: WHITTLESEA CITY COUNCIL REF: 606662

1. ~~This plan is certified under Section 6 of the Subdivision Act 1988.~~
2. This plan is certified under Section 11(7) of the Subdivision Act 1988.
Date of original certification under Section 6. 07 / 10 / 2008
3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.

OPEN SPACE

(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has ~~has not~~ been made.

(ii) The requirement has been satisfied.

(iii) ~~The requirement is to be satisfied in Stage _____~~

~~Council Delegate~~
~~Council Seal~~ _____ Date ____ / ____ / ____

Re-certified under Section 11(7) of the Subdivision Act 1988.

Council Delegate *Markinson* Date 28 / 6 / 2010
~~Council Seal~~

VESTING OF ROADS AND/OR RESERVES	
IDENTIFIER	COUNCIL/BODY/PERSON
ROAD, R1	ROADS CORPORATION
ROADS, R2 & R3	WHITTLESEA CITY COUNCIL
RESERVE NO.1	SPI ELECTRICITY PTY LTD

NOTATIONS

STAGING ~~This is/is not a staged subdivision.~~
 Planning permit No : _____

DEPTH LIMITATION DOES NOT APPLY
 SURVEY THIS PLAN IS / IS NOT BASED ON SURVEY.
 THIS SURVEY IS NOT IN A PROCLAIMED SURVEY AREA.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK, PSM 27 Parish of Wollert.
 A RESTRICTION IS TO BE CREATED UPON REGISTRATION OF THIS PLAN - SEE SHEET 33

LRS USE ONLY

STATEMENT OF COMPLIANCE/
 EXEMPTION STATEMENT

RECEIVED DATE 26/07/2010

EASEMENT INFORMATION

LEGEND E-Encumbering Easement or Condition in Crown Grant in the Nature of an Easement
 A-Appurtenant Easement R-Encumbering Easement(Road)

Easements and rights implied by Section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	POWERLINE	SEE PLAN	THIS PLAN	SPI ELECTRICITY PTY LTD
E-2	DRAINAGE	2.0m	THIS PLAN	WHITTLESEA CITY COUNCIL

PLAN REGISTERED
 TIME 9:35am
 05/08/2010
 DATE TT.O.
 Assistant Registrar of Titles

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
 LOCATION OF BOUNDARIES DEFINED BY BUILDINGS : EXTERIOR FACE : BOUNDARIES MARKED 'E'
 INTERIOR FACE : ALL OTHER BOUNDARIES

BUILDINGS NOT REPRESENTING BOUNDARIES ARE DENOTED THUS : - - - - - and - - - - -

SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGS 2011 APPLY

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054	LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON SIGNATURE <i>Markinson</i> REF 2736 PS	DATE 21/12/08 VERSION F	DATE 28/6/2010 COUNCIL DELEGATE SIGNATURE SHEET 1 OF 25 SHEETS
---	--	----------------------------	--

<p>PLAN OF SUBDIVISION</p>	<p>STAGE No. —</p>	<p>LRS USE ONLY EDITION</p>	<p>PLAN NUMBER PS 617864Y</p>
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COMMON PROPERTY NO. 1 IS ALL THE LAND IN THIS PLAN EXCEPT THE ROADS R1 TO R3 (B.I.), RESERVE NO. 1, AND COMMON PROPERTY NO. 2 TO COMMON PROPERTY NO. 8 (B.I.).

WHERE THEY HAVE BEEN SHOWN ON THE PLAN, SUPPORT COLUMNS HAVE BEEN DEPICTED THUS: ↘

BUILDING A - AS SHOWN ON SHEETS 4 TO 7 (LOTS 1 to 24)
ALL SERVICES, SERVICES DUCTS, AIR RISES & SUPPORT COLUMNS WITHIN THE BUILDING, WHETHER OR NOT SHOWN IN THIS PLAN, ARE CONTAINED IN COMMON PROPERTY No.2, UNLESS OTHERWISE NOTED. COMMON PROPERTY No.2 INCLUDES THE WALLS, FLOORS, CEILINGS & SLABS THAT DEFINE BOUNDARIES OF LOTS. **COMMON PROPERTY NO. 2 IS ALSO SHOWN AS CP2.**

BUILDING B - AS SHOWN ON SHEETS 8 TO 11 (LOTS 49 to 66)
ALL SERVICES, SERVICE DUCTS, AIR RISES & SUPPORT COLUMNS WITHIN THE BUILDING, WHETHER OR NOT SHOWN IN THIS PLAN, ARE CONTAINED IN COMMON PROPERTY No.3, UNLESS OTHERWISE NOTED. COMMON PROPERTY No.3 INCLUDES THE WALLS, FLOORS, CEILINGS & SLABS THAT DEFINE BOUNDARIES OF LOTS. **COMMON PROPERTY NO. 3 IS ALSO SHOWN AS CP3.**

BUILDING C - AS SHOWN ON SHEETS 16 TO 19 (LOTS 25 to 48)
ALL SERVICES, SERVICE DUCTS, AIR RISES & SUPPORT COLUMNS WITHIN THE BUILDING, WHETHER OR NOT SHOWN IN THIS PLAN, ARE CONTAINED IN COMMON PROPERTY No.5, UNLESS OTHERWISE NOTED. COMMON PROPERTY No.5 INCLUDES THE WALLS, FLOORS, CEILINGS & SLABS THAT DEFINE BOUNDARIES OF LOTS. **COMMON PROPERTY NO. 5 IS ALSO SHOWN AS CP5.**

BUILDING D - AS SHOWN ON SHEET 20 (LOTS 133 to 140)
ALL SERVICES, SERVICE DUCTS, AIR RISES & SUPPORT COLUMNS WITHIN THE BUILDING, WHETHER OR NOT SHOWN IN THIS PLAN, ARE CONTAINED IN COMMON PROPERTY No.7, UNLESS OTHERWISE NOTED. COMMON PROPERTY No.7 INCLUDES THE WALLS, FLOORS, CEILINGS & SLABS THAT DEFINE BOUNDARIES OF LOTS.

BUILDING E - AS SHOWN ON SHEETS 21 TO 24 (LOTS 85 TO 108)
ALL SERVICES, SERVICE DUCTS, AIR RISES & SUPPORT COLUMNS WITHIN THE BUILDING, WHETHER OR NOT SHOWN IN THIS PLAN, ARE CONTAINED IN COMMON PROPERTY No.6, UNLESS OTHERWISE NOTED. COMMON PROPERTY No.6 INCLUDES THE WALLS, FLOORS, CEILINGS & SLABS THAT DEFINE BOUNDARIES OF LOTS. **COMMON PROPERTY NO. 6 IS ALSO SHOWN AS CP6.**

BUILDING F - AS SHOWN ON SHEETS 12 TO 15 (LOTS 67 to 84)
ALL SERVICES, SERVICE DUCTS, AIR RISES & SUPPORT COLUMNS WITHIN THE BUILDING, WHETHER OR NOT SHOWN IN THIS PLAN, ARE CONTAINED IN COMMON PROPERTY No.4, UNLESS OTHERWISE NOTED. COMMON PROPERTY No.4 INCLUDES THE WALLS, FLOORS, CEILINGS & SLABS THAT DEFINE BOUNDARIES OF LOTS.

LOTS 109 to 132 - AS SHOWN ON SHEETS 25 TO 32
ALL SERVICES, SERVICE DUCTS, AIR RISES & SUPPORT COLUMNS WITHIN THE BUILDING, WHETHER OR NOT SHOWN IN THIS PLAN, ARE CONTAINED IN COMMON PROPERTY No.8, UNLESS OTHERWISE NOTED. COMMON PROPERTY No.8 INCLUDES THE WALLS, FLOORS, CEILINGS & SLABS THAT DEFINE BOUNDARIES OF LOTS.

<p>Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054</p>	<p>LICENSED SURVEYOR(PRINT) <u>MARK CHARLES TOMKINSON</u> SIGNATURE <u>DIGITALLY SIGNED</u> DATE / / REF VERSION</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE SHEET 2</p>
--	---	---

PLAN OF SUBDIVISION

STAGE No. _____

PLAN NUMBER

PS 617864Y

MGA NORTH
ZONE 55

EPHING ROAD

BUILDING A

SEE SHEETS 4 - 7

BUILDING C

SEE SHEETS 16 - 19

BUILDING B

SEE SHEETS 8 - 11

BUILDING D

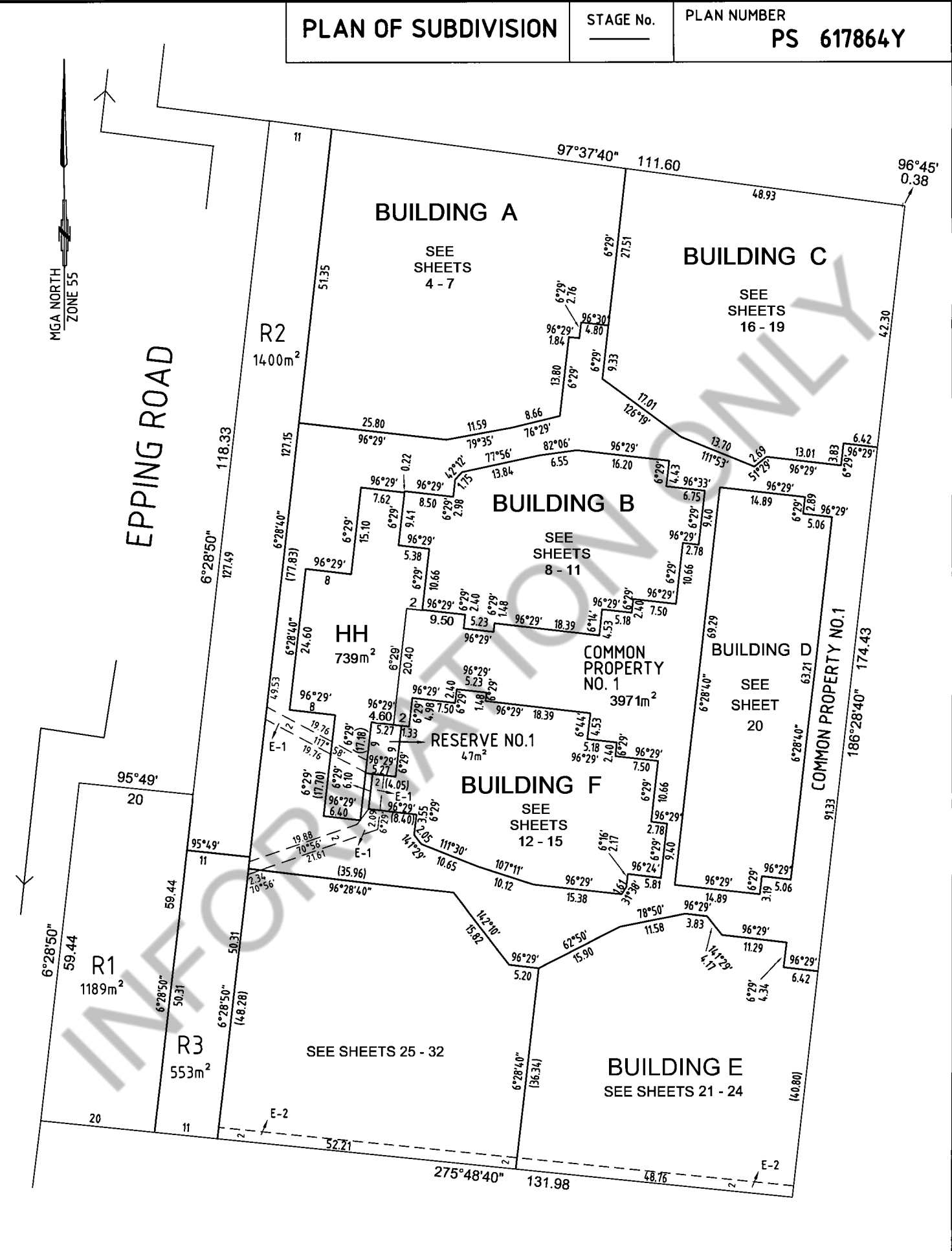
SEE SHEET 20

BUILDING F

SEE SHEETS 12 - 15

BUILDING E

SEE SHEETS 21 - 24



LICENSED SURVEYOR MARK CHARLES TOMKINSON

SHEET 3

SIGNATURE *[Signature]*

[Signature]

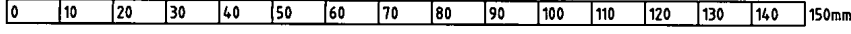
DATE 21/4/08 REF 2736 PS VERSION F

DATE 28/6/2010

COUNCIL DELEGATE SIGNATURE

Land Development Consulting
Suite 20, The Clocktower
255 Drummond St., Carlton, 3053
Phone 9347 5655 Fax 9347 5054

ORIGINAL SCALE	SCALE SHEET SIZE	SCALE
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LENGTHS ARE IN METRES		

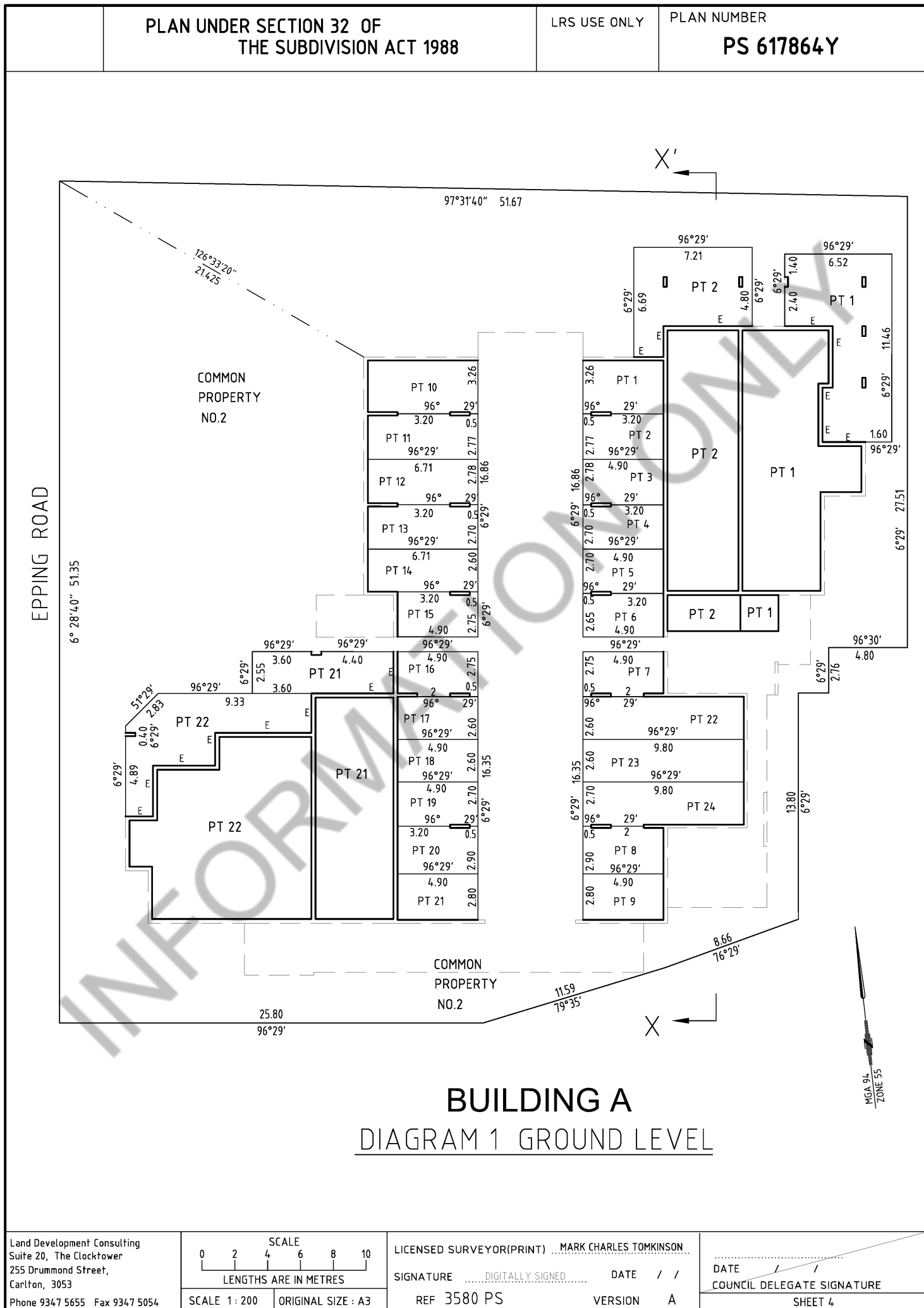


PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

LRS USE ONLY

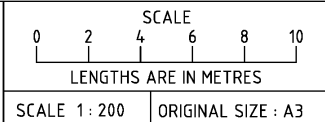
PLAN NUMBER

PS 617864Y



BUILDING A
DIAGRAM 1 GROUND LEVEL

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LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 3580 PS VERSION A

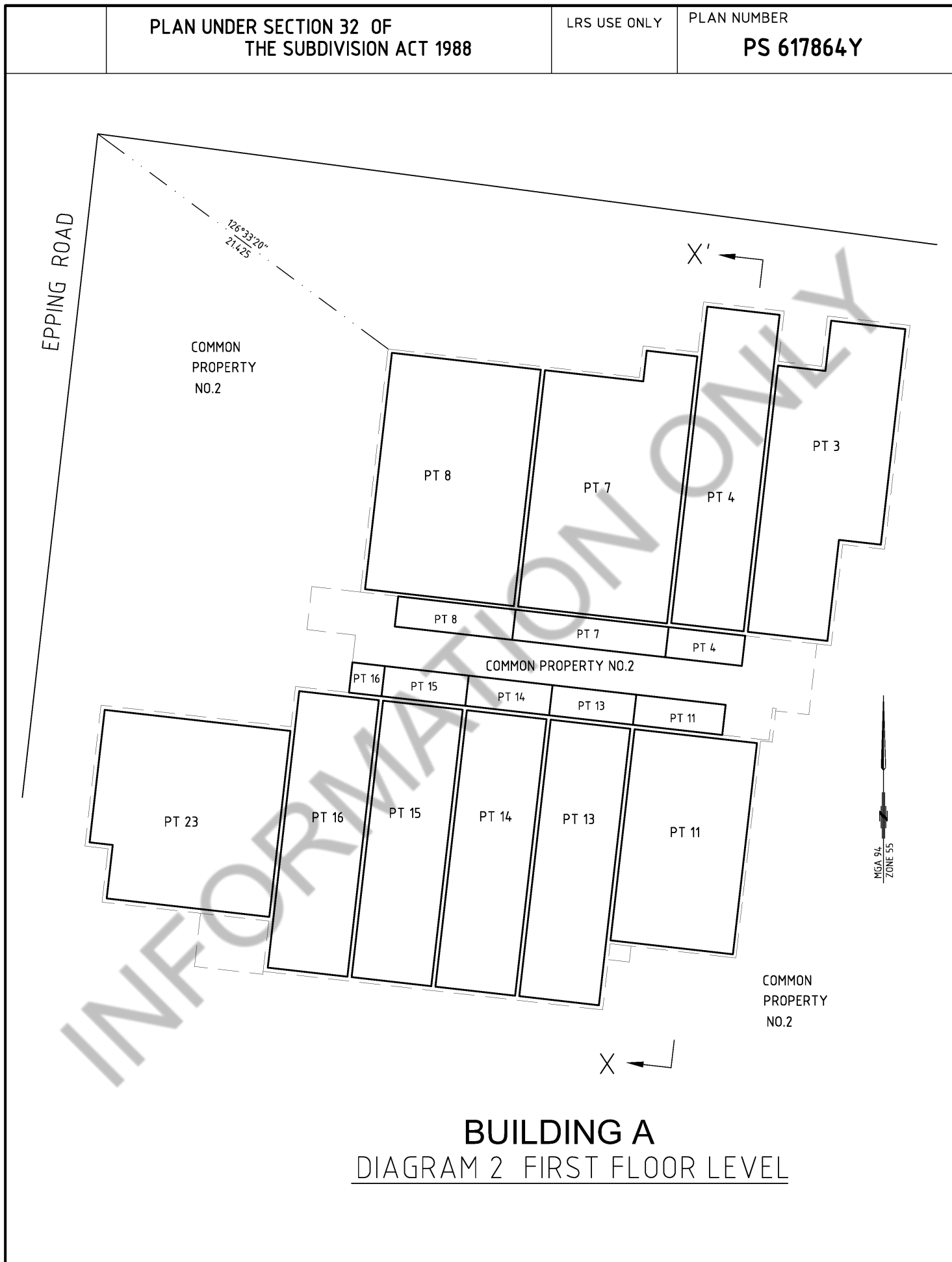
DATE / /
COUNCIL DELEGATE SIGNATURE
SHEET 4

PLAN UNDER SECTION 32 OF
THE SUBDIVISION ACT 1988

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PLAN NUMBER

PS 617864Y



BUILDING A
DIAGRAM 2 FIRST FLOOR LEVEL

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255 Drummond Street,
Carlton, 3053
Phone 9347 5655 Fax 9347 5054

SCALE
0 2 4 6 8 10
LENGTHS ARE IN METRES
SCALE 1 : 200 ORIGINAL SIZE : A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 3580 PS VERSION A

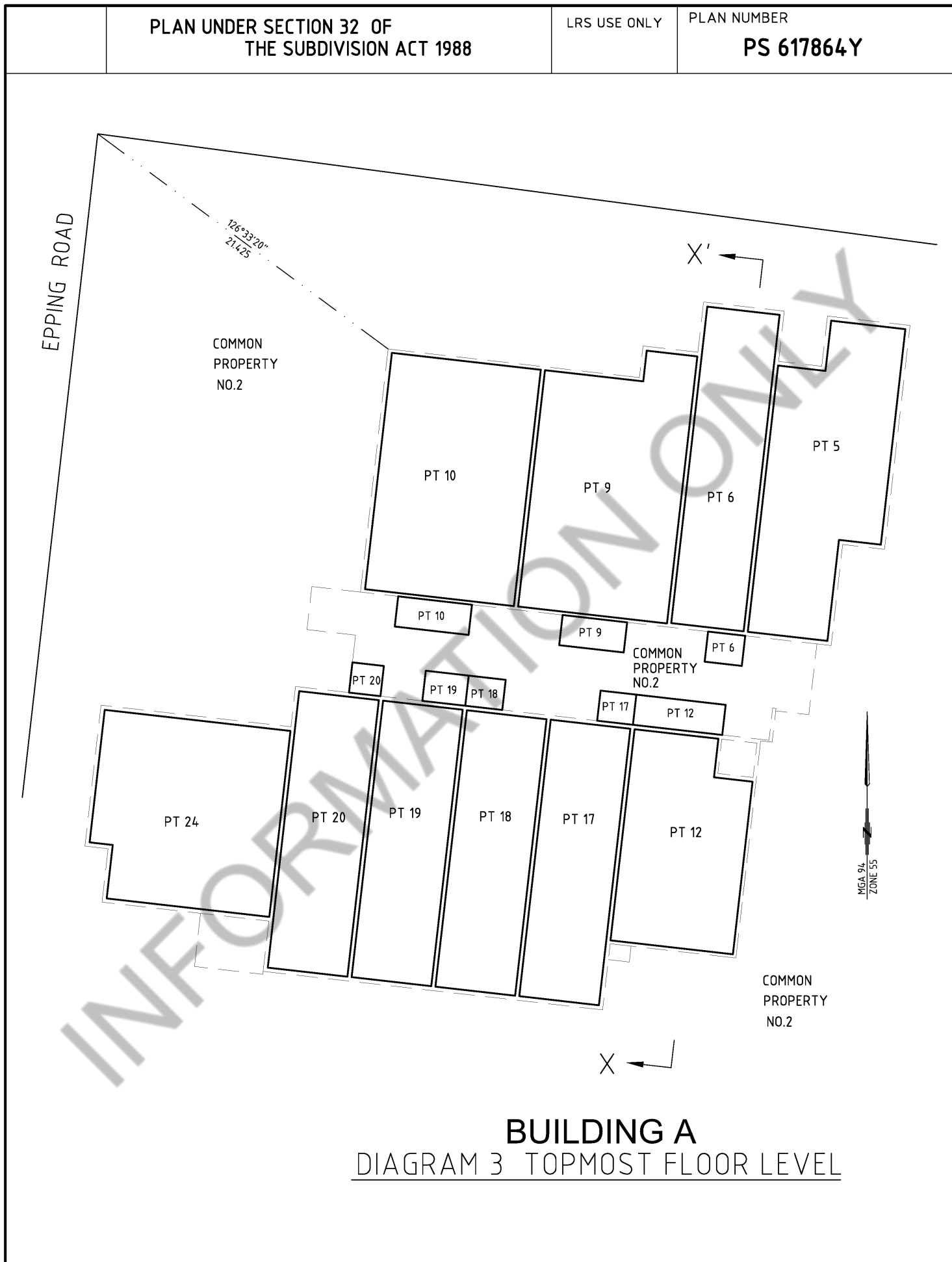
DATE / /
COUNCIL DELEGATE SIGNATURE
SHEET 5

PLAN UNDER SECTION 32 OF
THE SUBDIVISION ACT 1988

LRS USE ONLY

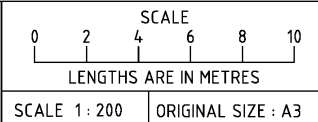
PLAN NUMBER

PS 617864Y



BUILDING A
DIAGRAM 3 TOPMOST FLOOR LEVEL

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255 Drummond Street,
Carlton, 3053
Phone 9347 5655 Fax 9347 5054



LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON
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REF 3580 PS VERSION A

DATE / /
COUNCIL DELEGATE SIGNATURE
SHEET 6

PLAN OF SUBDIVISION

LRS USE ONLY

PLAN NUMBER

PS 617864Y

SOUTHERN BOUNDARY OF BUILDING A

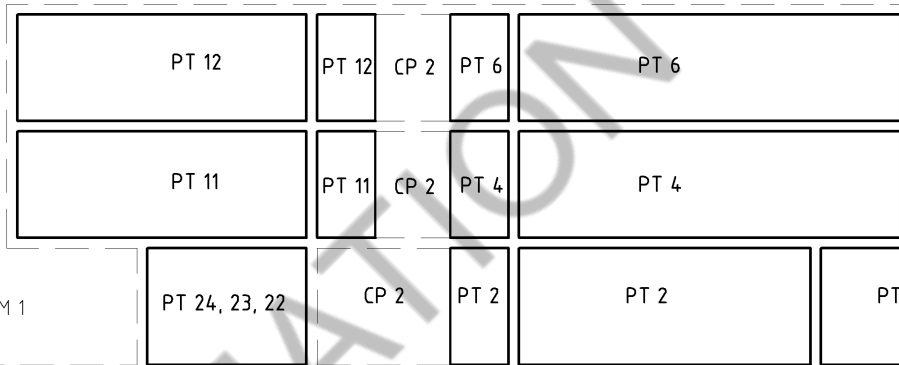
NORTHERN BOUNDARY OF BUILDING A

COMMON PROPERTY NO.2

TOPMOST FLOOR LEVEL REFER TO DIAGRAM 3 ON SHEET 6

FIRST FLOOR LEVEL REFER TO DIAGRAM 2 ON SHEET 5

GROUND LEVEL REFER TO DIAGRAM 1 ON SHEET 4



PROJECTION OF CEILING

X SITE LEVEL

X' SITE LEVEL

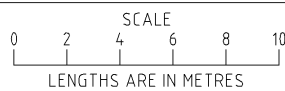
COMMON PROPERTY NO.2

TYPICAL SECTION X - X'

(ELEVATION TYPICAL FOR ALL LOTS IN BUILDING A)
(UPPER AND LOWER BOUNDARIES TYPICAL FOR ALL LOTS IN BUILDING A)
NOT TO SCALE

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Carlton, 3053

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SCALE 1:200

ORIGINAL SIZE: A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 3580 PS

VERSION A

DATE / /
COUNCIL DELEGATE SIGNATURE

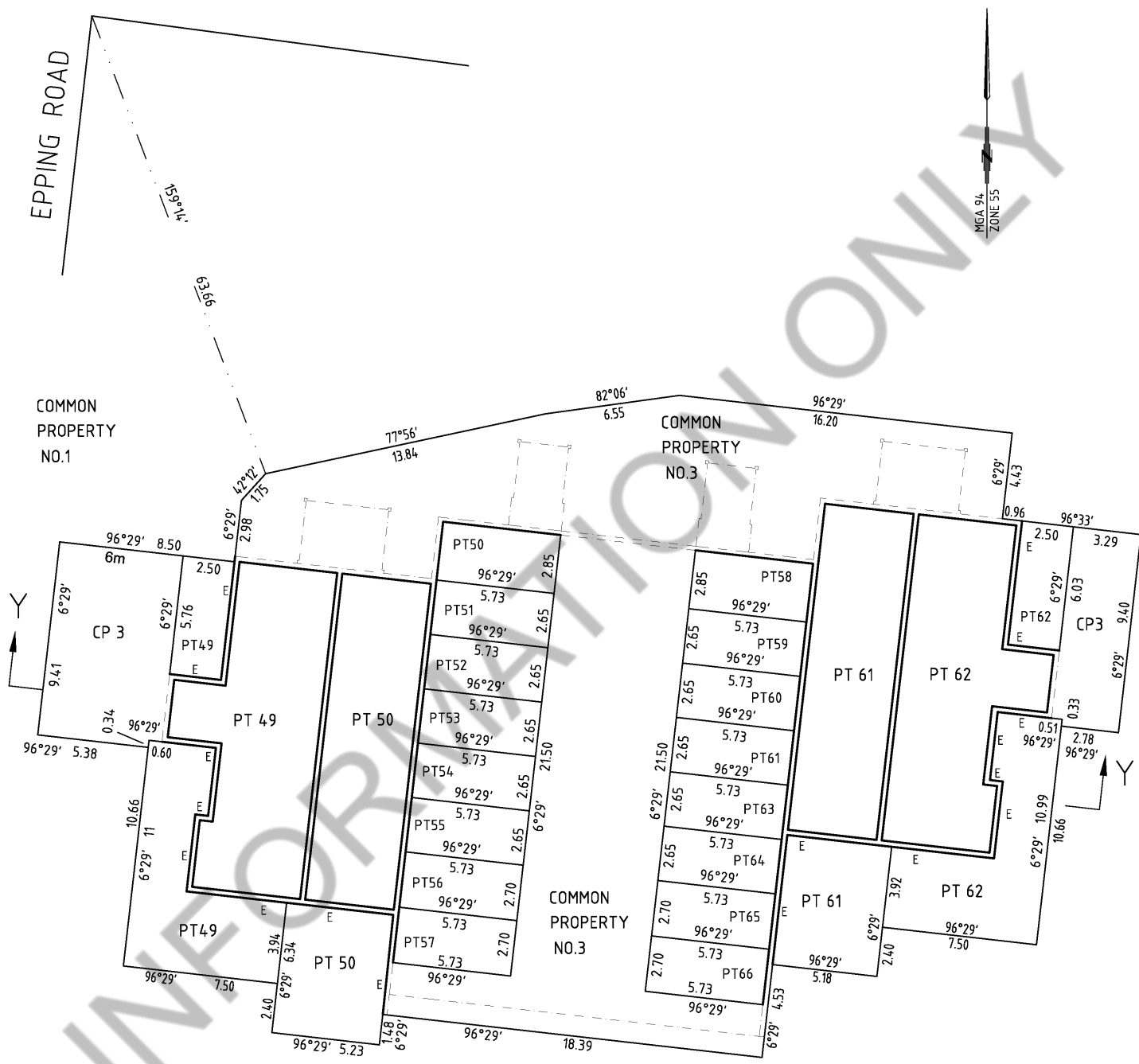
SHEET 7

PLAN UNDER SECTION 32 OF
THE SUBDIVISION ACT 1988

LRS USE ONLY

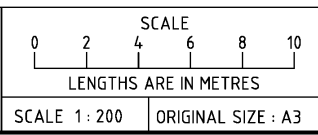
PLAN NUMBER

PS 617864Y



BUILDING B
DIAGRAM 4 - GROUND LEVEL

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Carlton, 3053
Phone 9347 5655 Fax 9347 5054



LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 3604 PS VERSION C

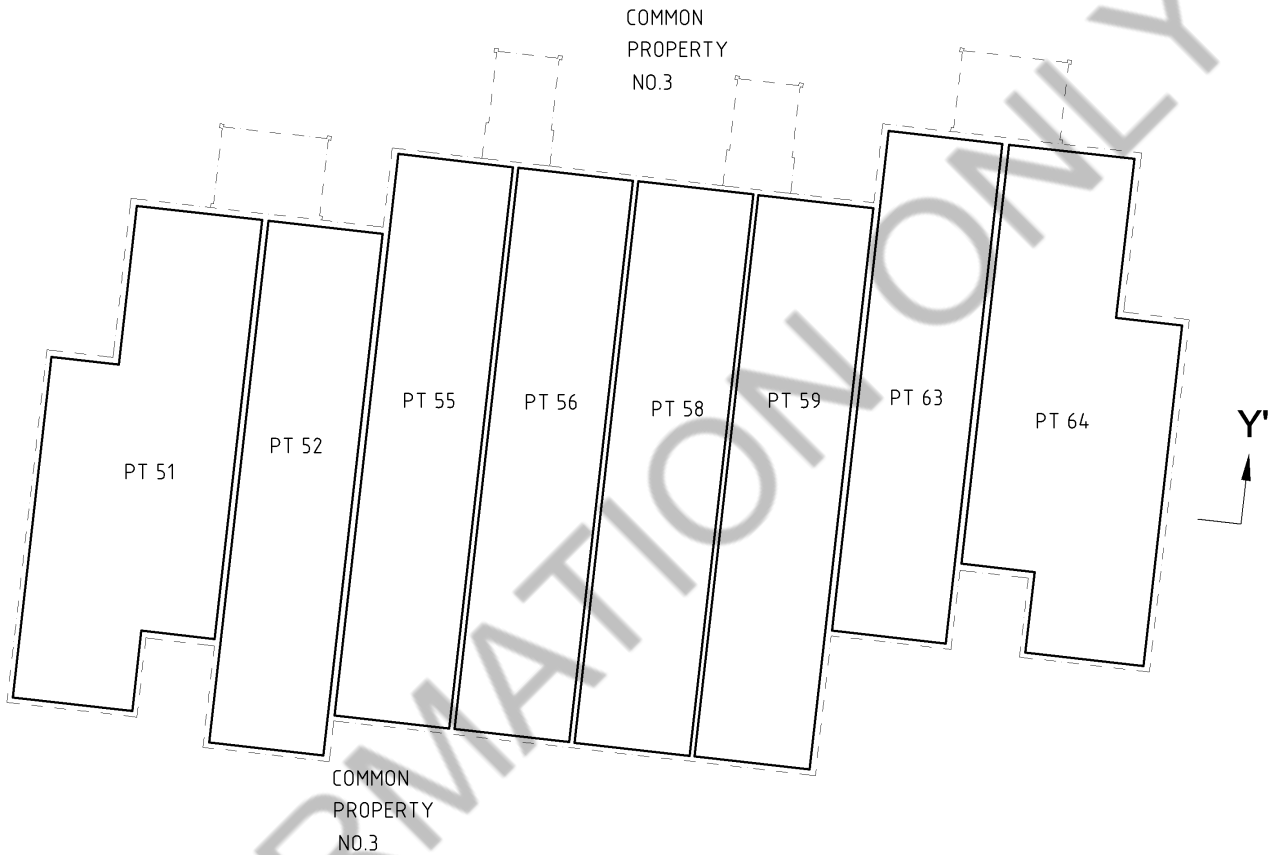
DATE / /
COUNCIL DELEGATE SIGNATURE
SHEET 8

PLAN OF SUBDIVISION

LRS USE ONLY

PLAN NUMBER

PS 617864Y

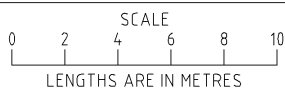


BUILDING B
 DIAGRAM 5 - FIRST FLOOR LEVEL

MGA 94
 ZONE 55

Land Development Consulting
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 255 Drummond Street,
 Carlton, 3053

Phone 9347 5655 Fax 9347 5054



SCALE 1:200 ORIGINAL SIZE: A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 3604 PS

VERSION C

DATE / /
 COUNCIL DELEGATE SIGNATURE

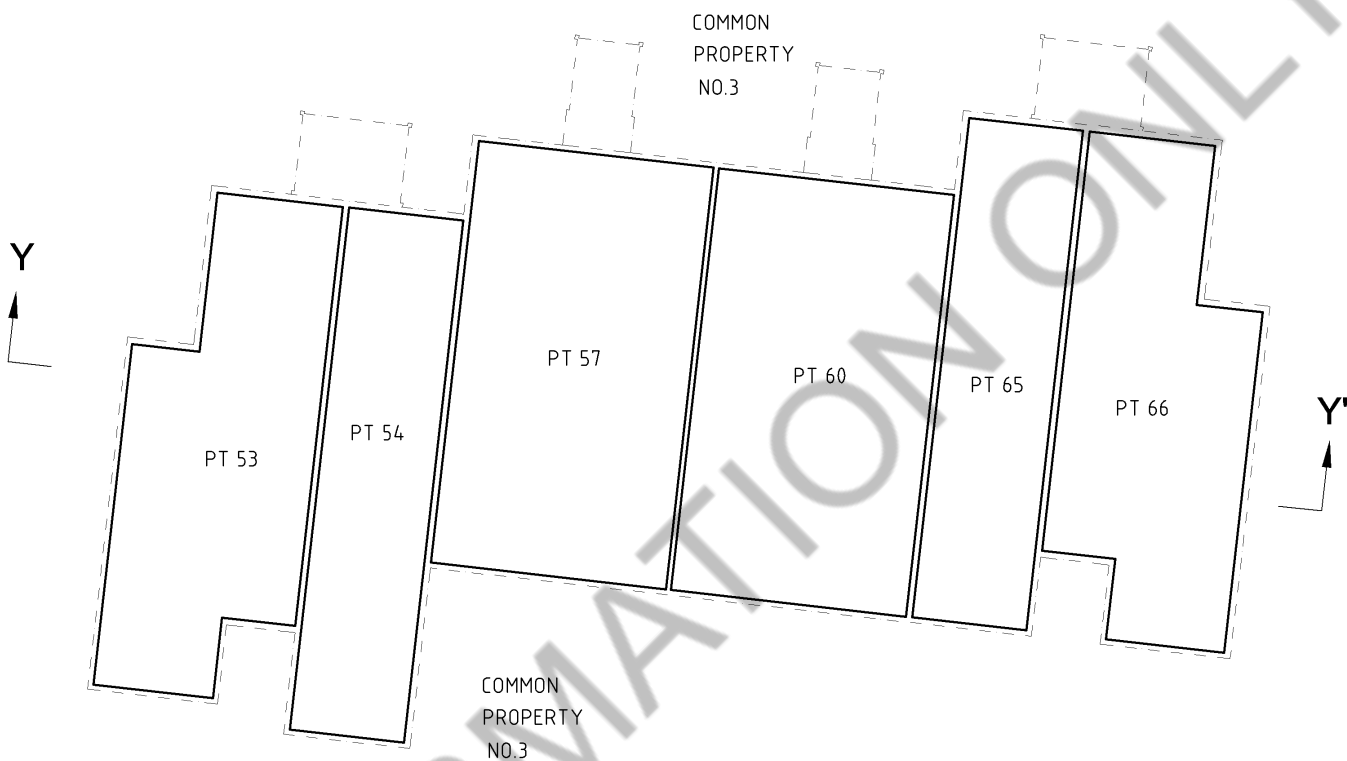
SHEET 9

PLAN OF SUBDIVISION

LRS USE ONLY

PLAN NUMBER

PS 617864Y

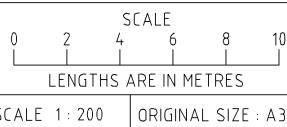


BUILDING B

DIAGRAM 6 - TOPMOST FLOOR LEVEL



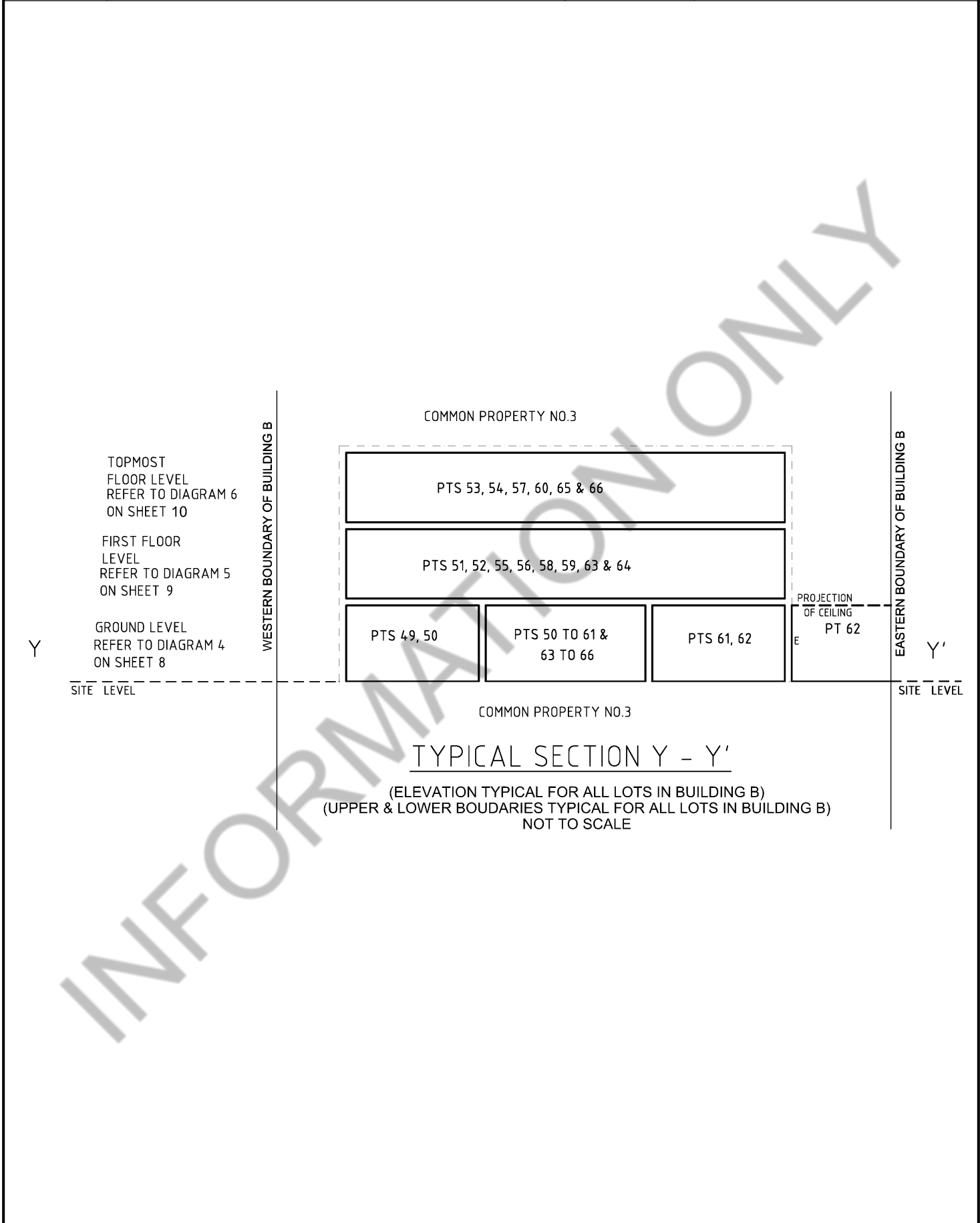
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Carlton, 3053
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LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 3604 PS VERSION C

DATE / /
COUNCIL DELEGATE SIGNATURE
SHEET 10

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988	LRS USE ONLY	PLAN NUMBER PS 617864Y
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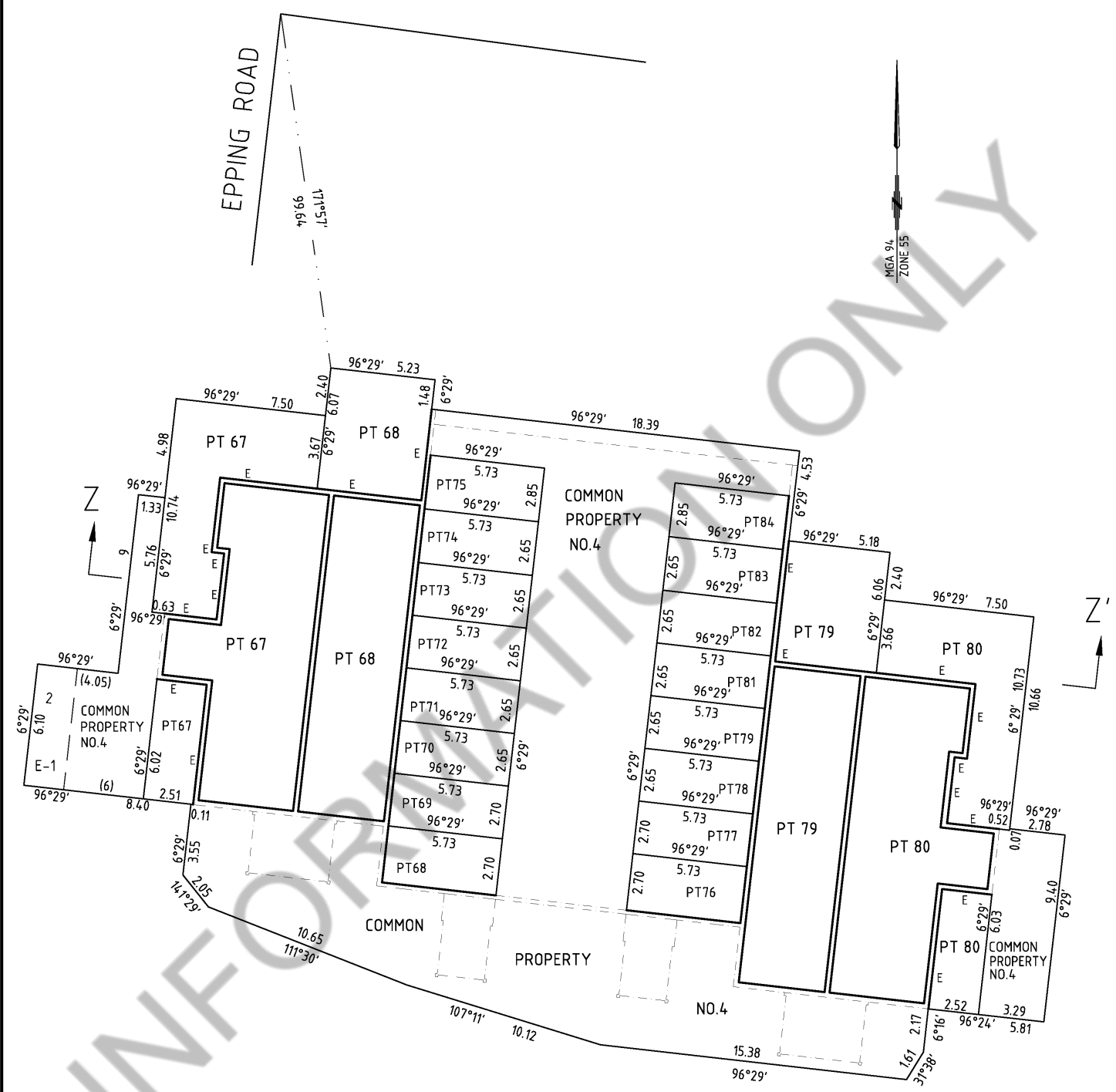
TYPICAL SECTION Y - Y'
 (ELEVATION TYPICAL FOR ALL LOTS IN BUILDING B)
 (UPPER & LOWER BOUNDARIES TYPICAL FOR ALL LOTS IN BUILDING B)
 NOT TO SCALE

Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON	DATE / /
	SCALE 1 : 200 ORIGINAL SIZE : A3	SIGNATURE DIGITALLY SIGNED	REF 3604 PS
		DATE / / COUNCIL DELEGATE SIGNATURE SHEET 11	

PLAN UNDER SECTION 32 OF
THE SUBDIVISION ACT 1988

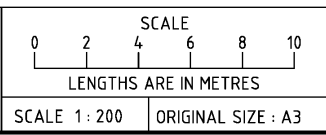
LRS USE ONLY

PLAN NUMBER
PS 617864Y



BUILDING F
DIAGRAM 7 - GROUND LEVEL

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Carlton, 3053
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LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 3605 PS VERSION C

DATE / /
COUNCIL DELEGATE SIGNATURE
SHEET 12

PLAN OF SUBDIVISION

LRS USE ONLY

PLAN NUMBER

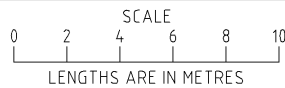
PS 617864Y



BUILDING F
DIAGRAM 8 - FIRST FLOOR LEVEL

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255 Drummond Street,
Carlton, 3053

Phone 9347 5655 Fax 9347 5054



SCALE 1:200

ORIGINAL SIZE: A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 3605 PS

VERSION C

DATE / /
COUNCIL DELEGATE SIGNATURE

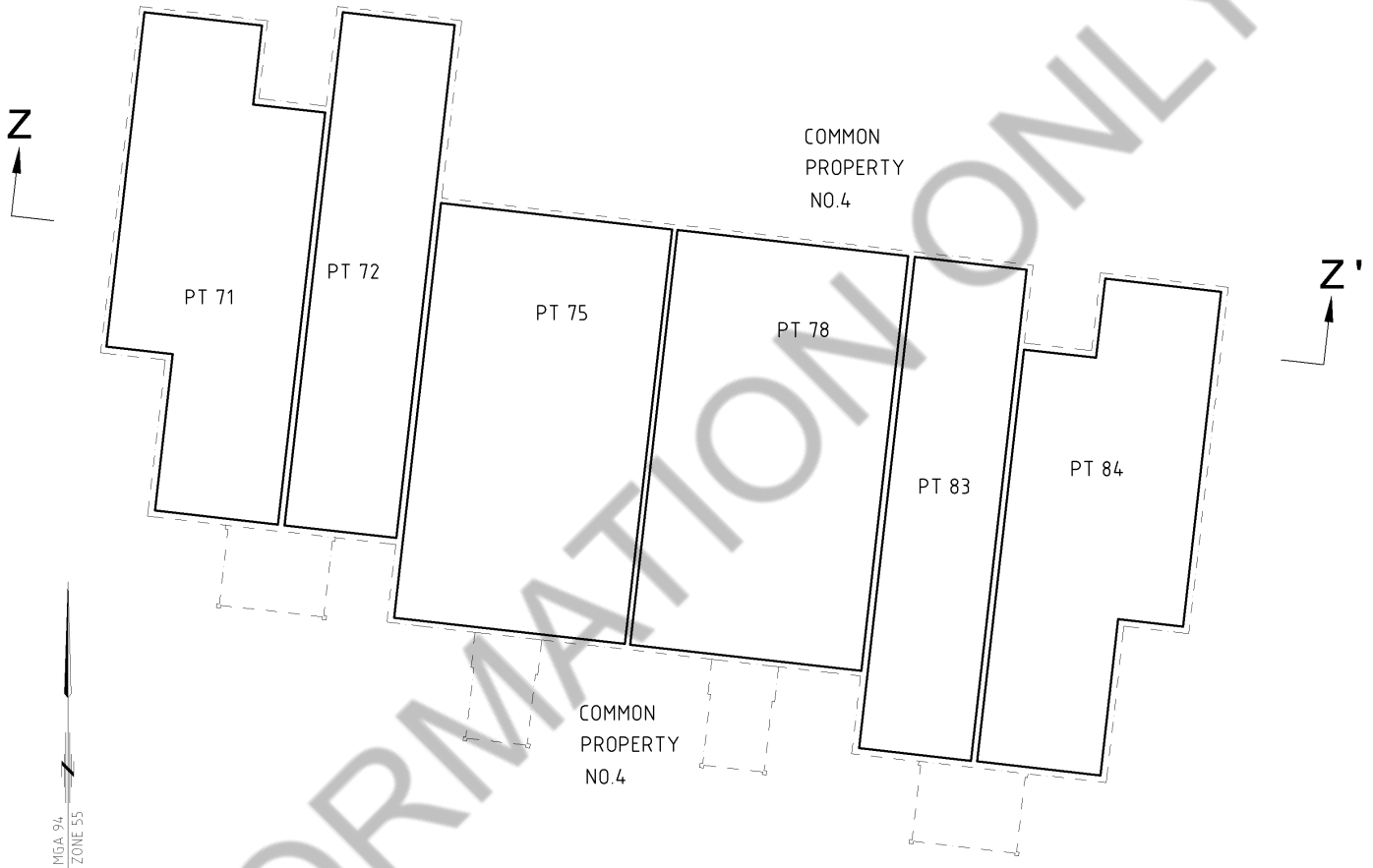
SHEET 13

PLAN OF SUBDIVISION

LRS USE ONLY

PLAN NUMBER

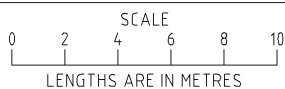
PS 617864Y



BUILDING F
DIAGRAM 9 - TOPMOST FLOOR LEVEL

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Carlton, 3053

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SCALE 1:200

ORIGINAL SIZE: A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /

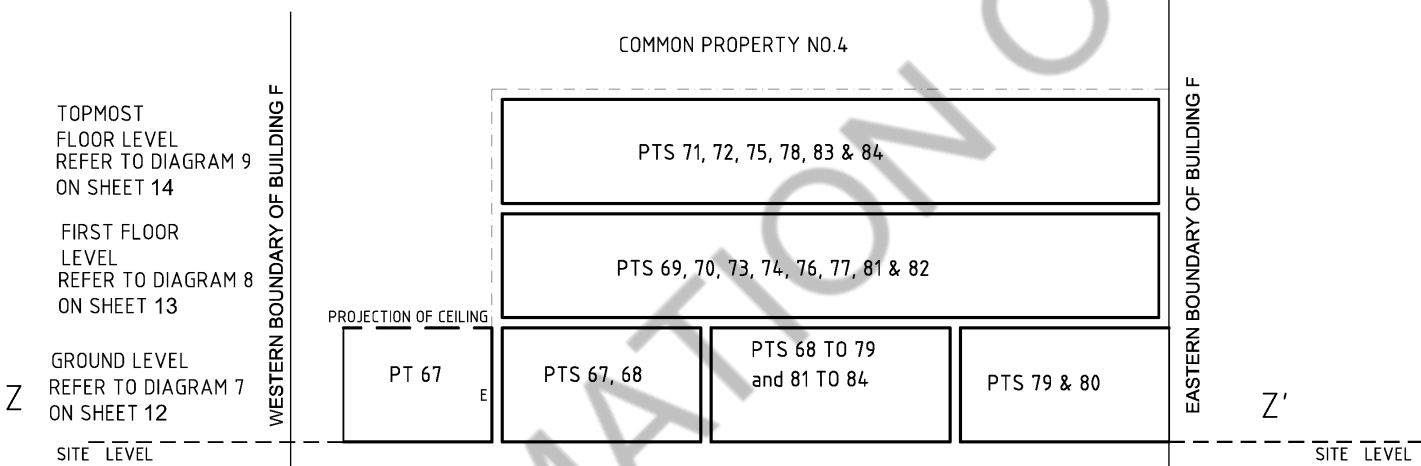
REF 3605 PS

VERSION C

DATE / /
COUNCIL DELEGATE SIGNATURE

SHEET 14

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988	LRS USE ONLY	PLAN NUMBER PS 617864Y
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TYPICAL SECTION Z - Z'

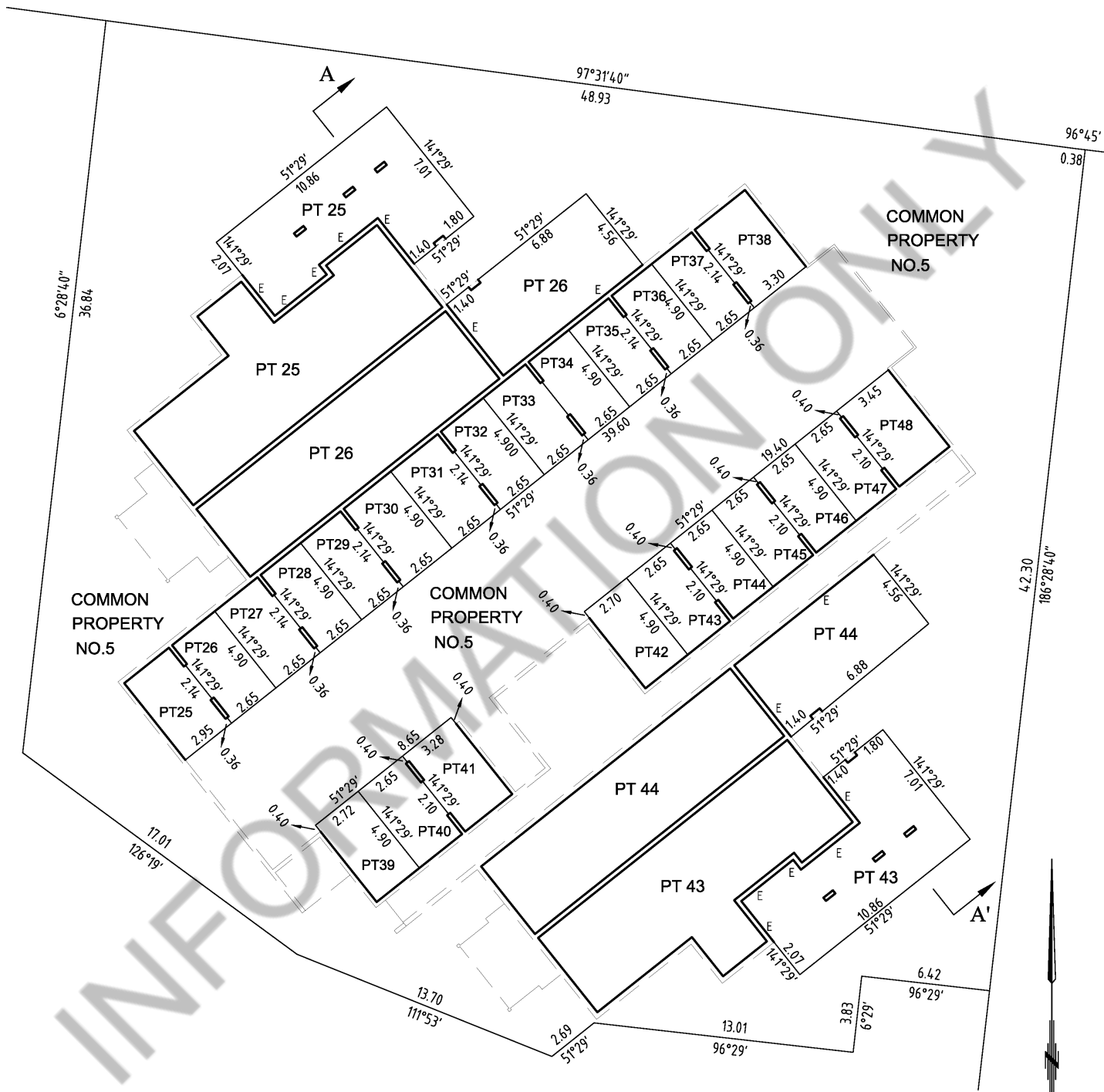
(ELEVATION TYPICAL FOR ALL LOTS IN BUILDING F)
(UPPER & LOWER BOUNDARIES TYPICAL FOR ALL LOTS IN BUILDING F)
NOT TO SCALE

Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON	DATE / /
	SCALE 1 : 200 ORIGINAL SIZE : A3	SIGNATURE DIGITALLY SIGNED	REF 3605 PS
			SHEET 15

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

LRS USE ONLY
EDITION

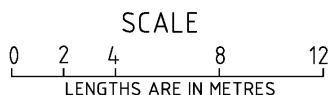
PLAN NUMBER
PS 617864Y



**BUILDING C
DIAGRAM 10 - GROUND LEVEL**

MGA NORTH
ZONE 55

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255 Drummond Street, Carlton, 3053
Phone 9347 5655 Fax 9347 5054



ORIGINAL
SCALE SHEET
1:200 SIZE
A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 3670 PS Sec 32 Plan VERSION A

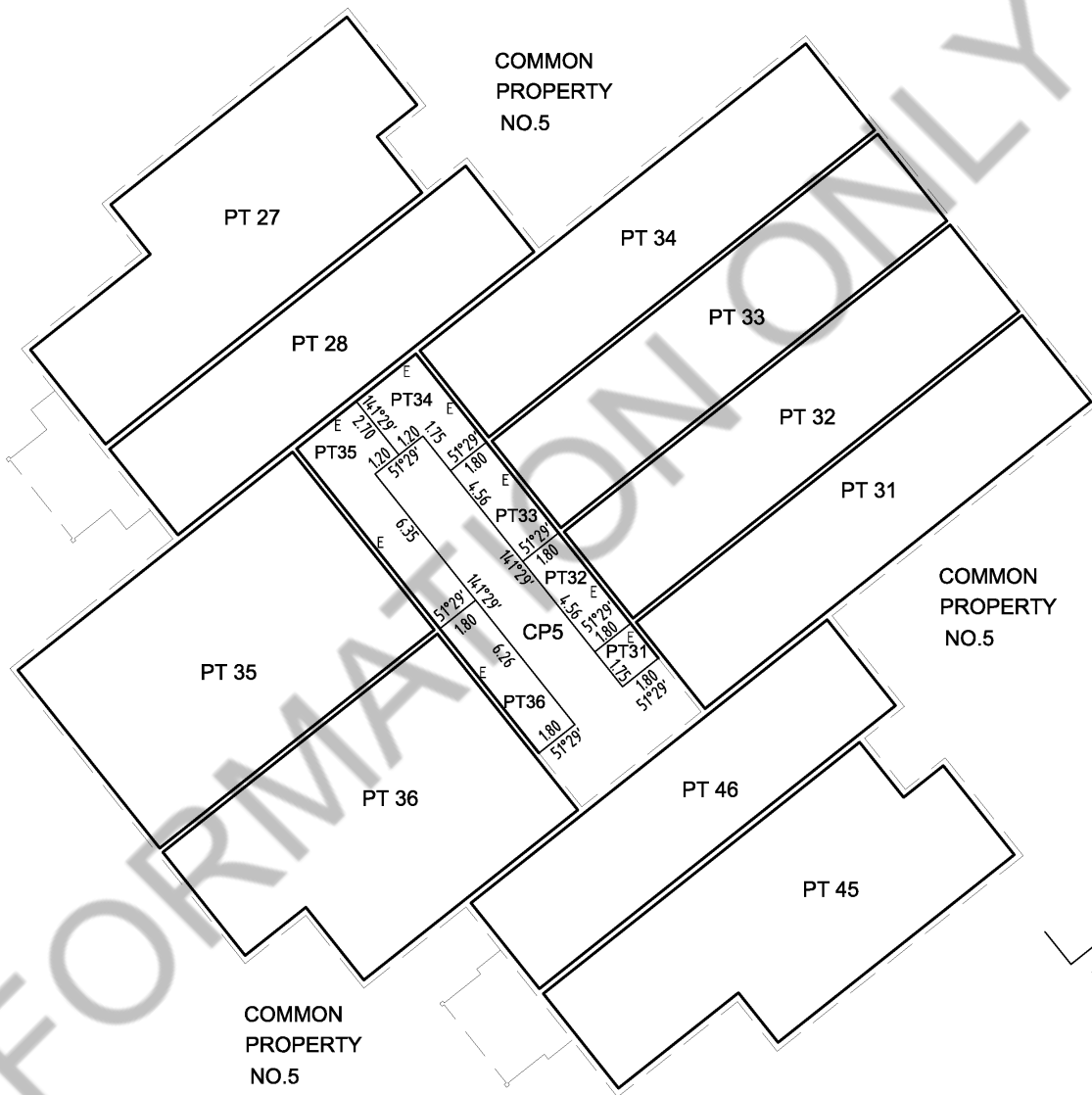
SHEET 16

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

LRS USE ONLY
EDITION

PLAN NUMBER
PS 617864Y



BUILDING C
DIAGRAM 11 - FIRST FLOOR LEVEL

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Phone 9347 5655 Fax 9347 5054



ORIGINAL
SCALE SHEET
1:200 SIZE
A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 3670 PS Sec 32 Plan VERSION A

SHEET 17

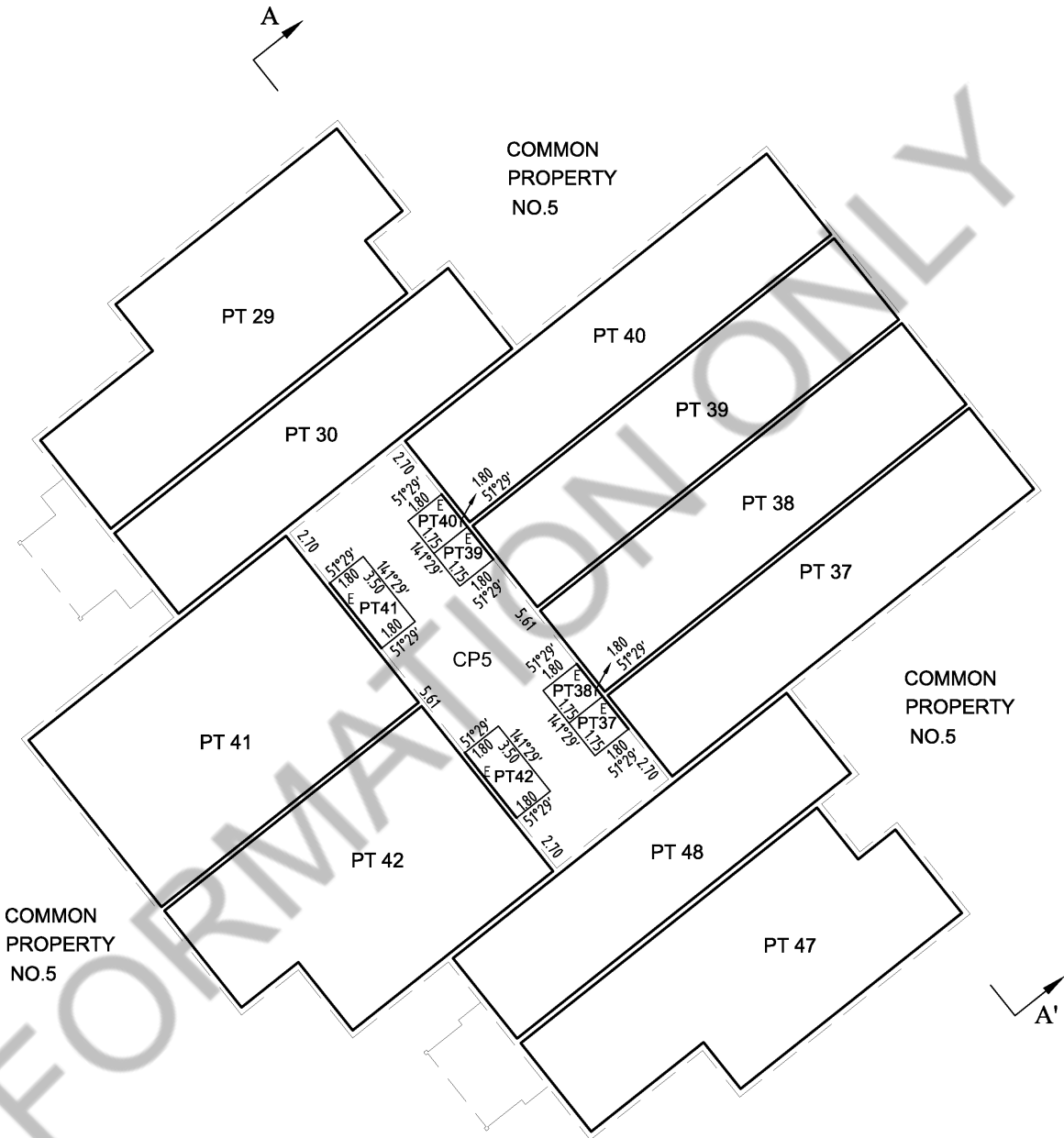
DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

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EDITION

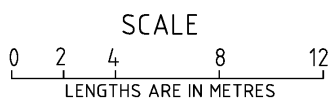
PLAN NUMBER
PS 617864Y

MGA NORTH
ZONE 55



BUILDING C
DIAGRAM 12 - TOPMOST FLOOR LEVEL

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255 Drummond Street, Carlton, 3053
Phone 9347 5655 Fax 9347 5054



ORIGINAL
SCALE
1:200
SHEET
SIZE
A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 3670 PS Sec 32 Plan VERSION A

SHEET 18

DATE / /

COUNCIL DELEGATE SIGNATURE

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

LRS USE ONLY
EDITION

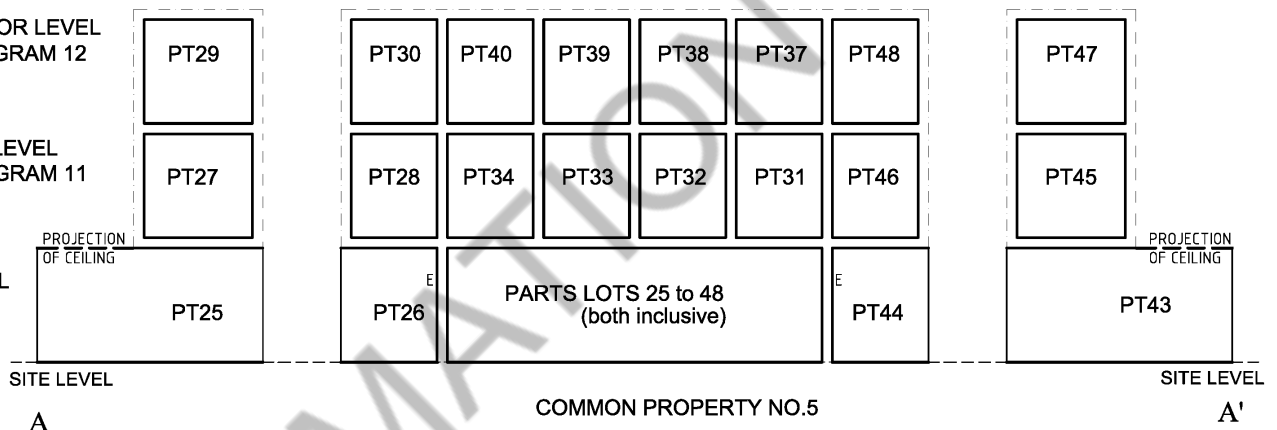
PLAN NUMBER
PS 617864Y

COMMON PROPERTY NO.5

TOPMOST FLOOR LEVEL
REFER TO DIAGRAM 12
ON SHEET 18

FIRST FLOOR LEVEL
REFER TO DIAGRAM 11
ON SHEET 17

GROUND LEVEL
REFER TO
DIAGRAM 10
ON SHEET 16

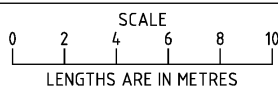


TYPICAL SECTION A - A'

(ELEVATION TYPICAL FOR ALL LOTS IN BUILDING C)
(UPPER AND LOWER BOUNDARIES TYPICAL FOR ALL LOTS IN BUILDING C)
NOT TO SCALE

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255 Drummond Street,
Carlton, 3053

Phone 9347 5655 Fax 9347 5054



SCALE 1:200

ORIGINAL SIZE: A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 3670 PS Sec 32 Plan VERSION A

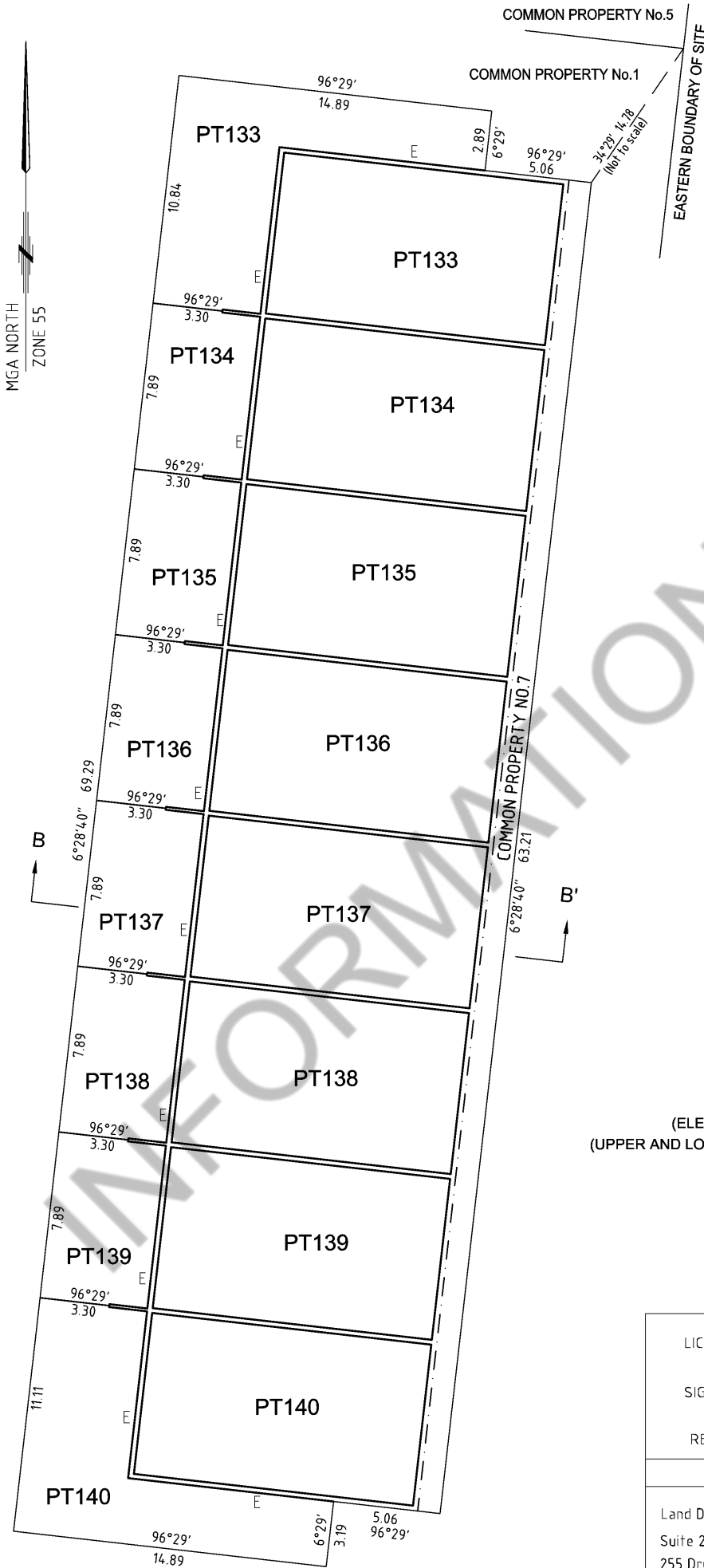
DATE / /
COUNCIL DELEGATE SIGNATURE

SHEET 19

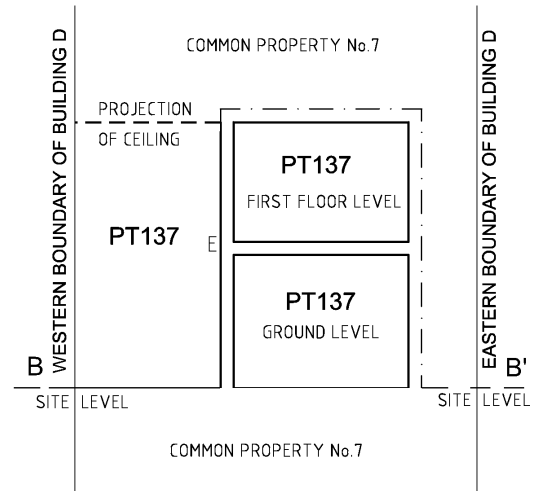
PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

LRS USE ONLY

PLAN NUMBER
PS617864Y



BUILDING D
DIAGRAM 13
GROUND & FIRST FLOOR LEVEL

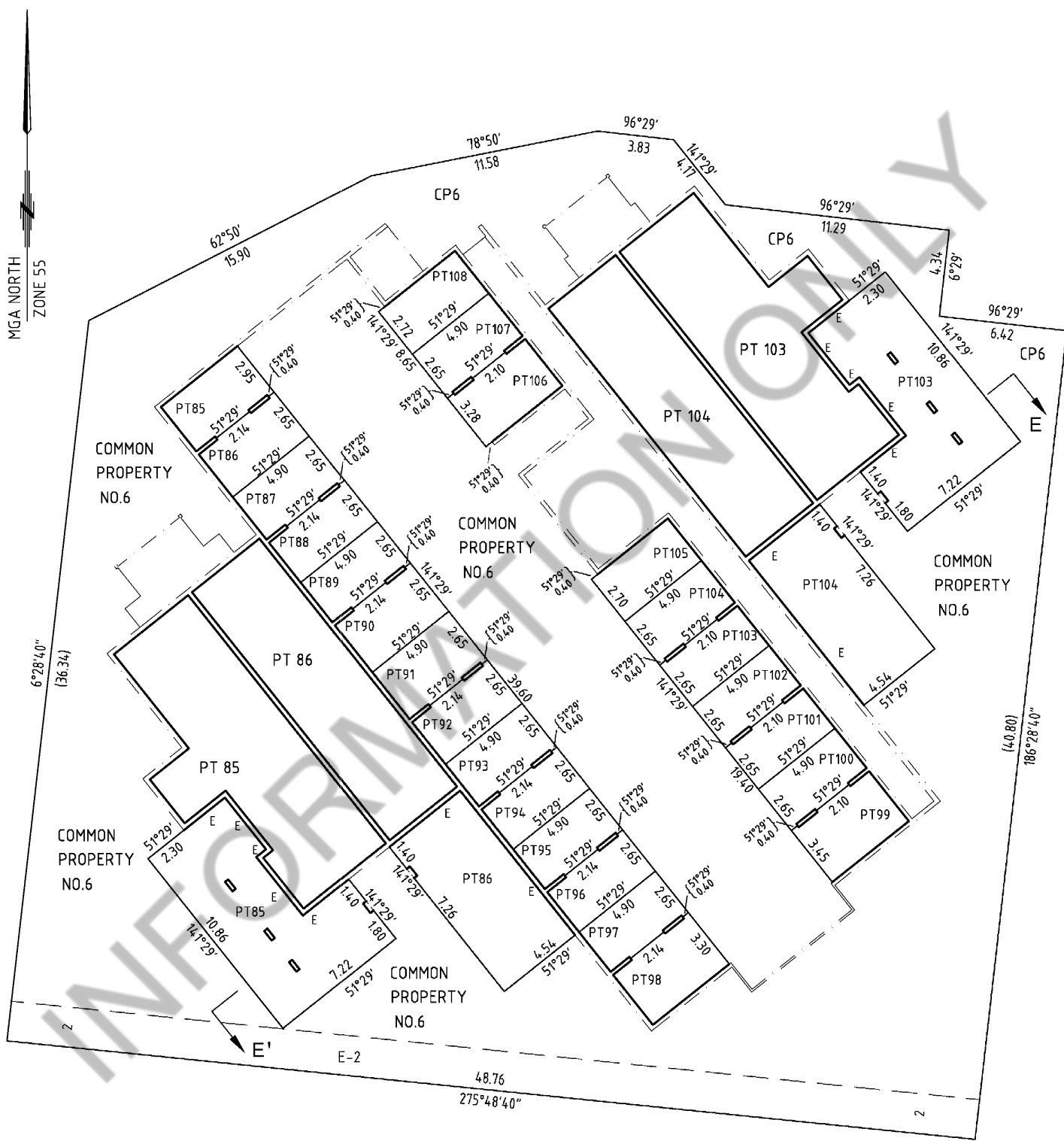


TYPICAL SECTION B - B'
(ELEVATION TYPICAL FOR ALL LOTS IN BUILDING D)
(UPPER AND LOWER BOUNDARIES FOR ALL LOTS IN BUILDING D)
NOT TO SCALE

SCALE		ORIGINAL
0 2 4 8 12		SCALE SHEET SIZE
LENGTHS ARE IN METRES		1:200 A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON	
SIGNATURE	DIGITALLY SIGNED DATE / /
REF 3687 PS Sec 32 Plan LOT D	VERSION C
SHEET 20	
Land Development Consulting Suite 20, The Clocktower 255 Drummond St., Carlton, 3053	DATE / / COUNCIL DELEGATE SIGNATURE

PS617864Y



**BUILDING E
DIAGRAM 14 - GROUND LEVEL**

<p>Land Development Consulting Pty Ltd Suite 20, 255 Drummond Street CARLTON, 3053 Ph : 9347 5655 E-mail : ldc@landevco.net.au</p>	<p>SCALE 1 : 200</p> <p>2 0 2 4 6 8</p> <p>LENGTHS ARE IN METRES</p> <p>Digitally signed by: Mark Charles Tomkinson (Land Development Consulting Pty Ltd), Surveyor's Plan Version (A), 09/06/2015 Amended: 06/01/2016</p>	<p>ORIGINAL SHEET SIZE: A3</p> <p>Digitally signed by: Whittlesea City Council, 04/08/2015, SPEAR Ref: S069094J</p>	<p>SHEET 21</p>
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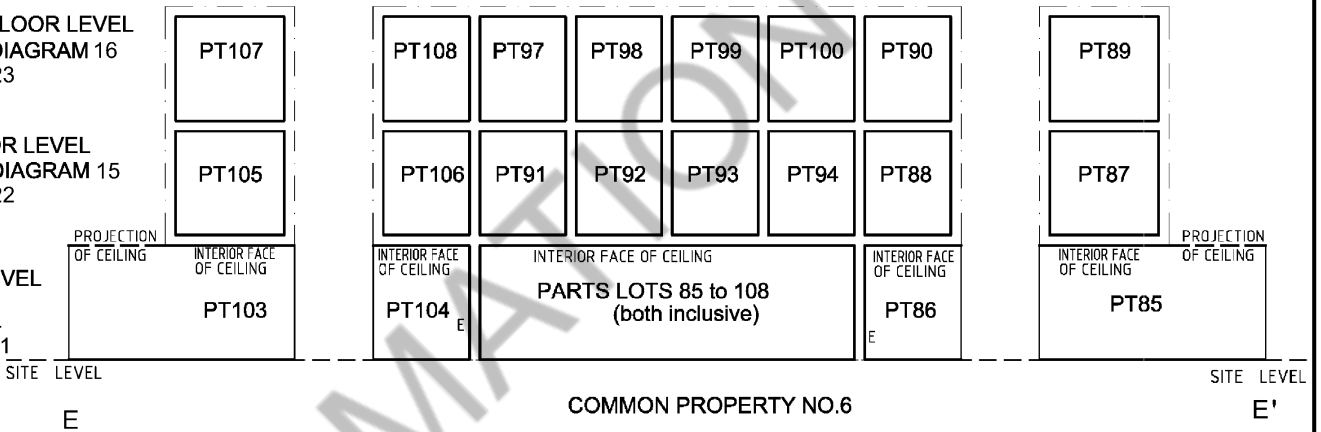
PS617864Y

COMMON PROPERTY NO.6

TOPMOST FLOOR LEVEL
REFER TO DIAGRAM 16
ON SHEET 23

FIRST FLOOR LEVEL
REFER TO DIAGRAM 15
ON SHEET 22

GROUND LEVEL
DIAGRAM 14
ON SHEET 21



TYPICAL SECTION E - E'

(ELEVATION TYPICAL FOR ALL LOTS IN BUILDING E)
(UPPER & LOWER BOUNDARIES TYPICAL FOR ALL LOTS IN BUILDING E)

NOT TO SCALE

Land Development Consulting Pty Ltd
Suite 20, 255 Drummond Street
CARLTON, 3053

Ph : 9347 5655 E-mail : ldc@landevco.net.au

NOT TO SCALE

Digitally signed by: Mark Charles Tomkinson (Land Development Consulting Pty Ltd),
Surveyor's Plan Version (A),
09/06/2015 Amended: 06/01/2016

ORIGINAL SHEET
SIZE: A3

SHEET 24

Digitally signed by:
Whittlesea City Council,
04/08/2015,
SPEAR Ref: S069094J

PS617864Y

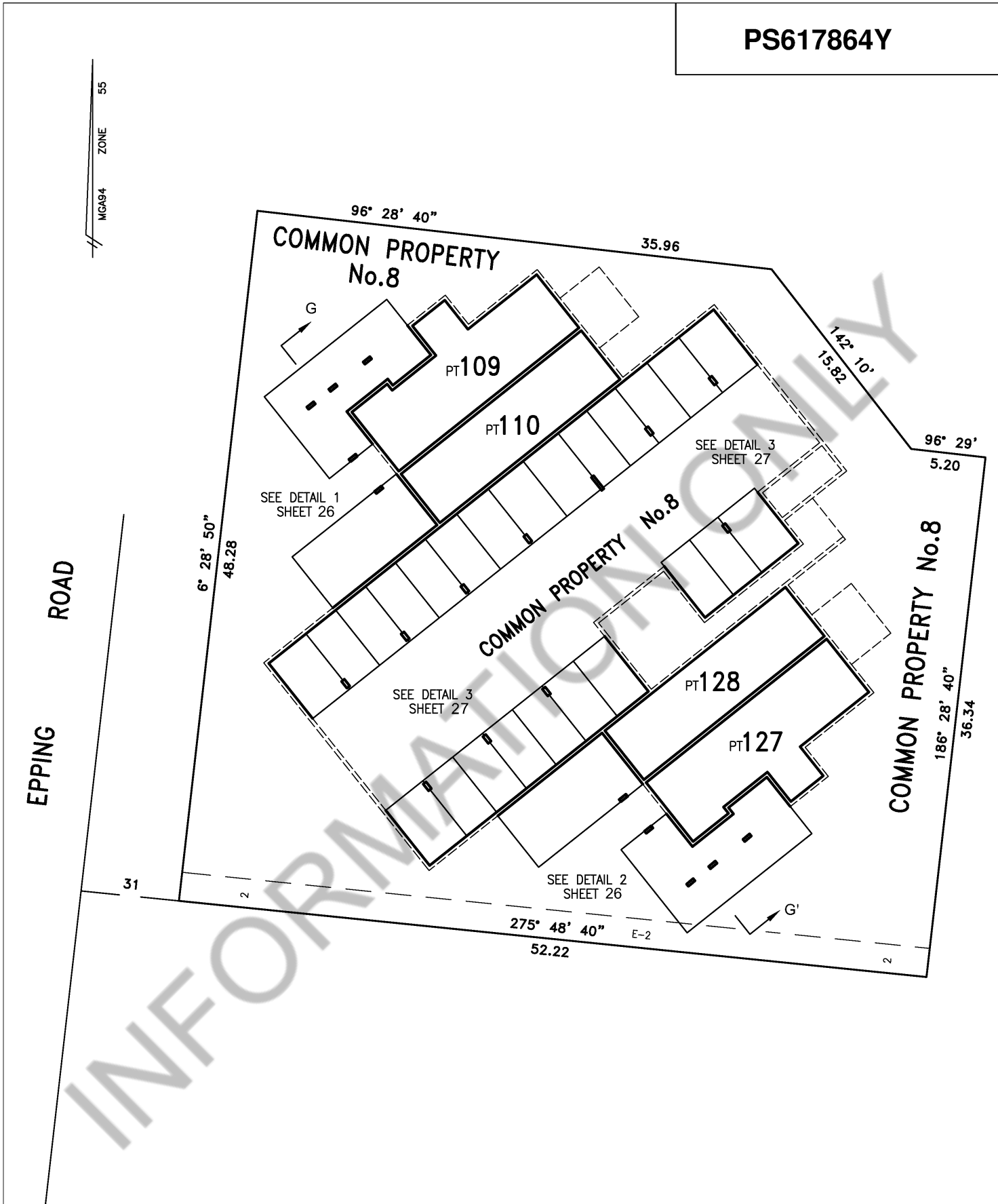

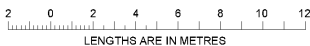


DIAGRAM 17

(GROUND STOREY AND SITE LEVEL)
NOT TO SCALE

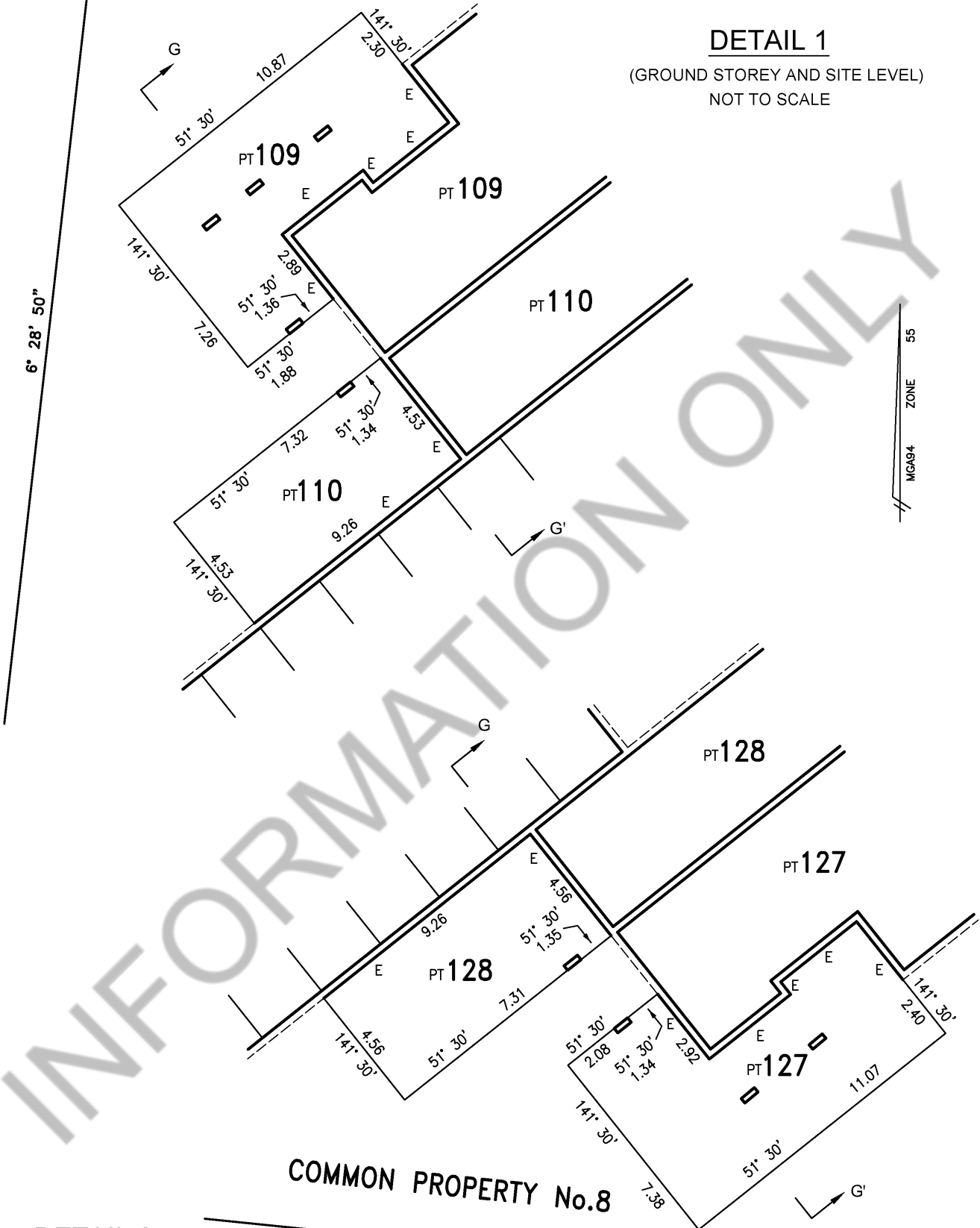
 <p>SMC LAND SURVEYORS 153d ANDERSON RD SUNSHINE, 3020 PO BOX 337, SUNSHINE, 3020 Tele. : 9312 2247</p>	<p>SCALE 1:250</p>  <p>LENGTHS ARE IN METRES</p> <p>Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors), Surveyor's Plan Version (2), 18/05/2018, SPEAR Ref: S113546J</p>	<p>ORIGINAL SHEET SIZE: A3</p> <p>Digitally signed by: Whittlesea City Council, 22/05/2018, SPEAR Ref: S113546J</p>	<p>SHEET 25</p>
--	--	--	-----------------

PS617864Y

COMMON PROPERTY No.8

DETAIL 1

(GROUND STOREY AND SITE LEVEL)
NOT TO SCALE



DETAIL 2

(GROUND STOREY AND SITE LEVEL)
NOT TO SCALE

COMMON PROPERTY No.8

275° 48' 40"



SMC LAND SURVEYORS

153d ANDERSON RD SUNSHINE, 3020
PO BOX 337, SUNSHINE, 3020
Tele. : 9312 2247

SCALE
N.T.S

LENGTHS ARE IN METRES

Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors),
Surveyor's Plan Version (2),
18/05/2018, SPEAR Ref: S113546J

ORIGINAL SHEET
SIZE: A3

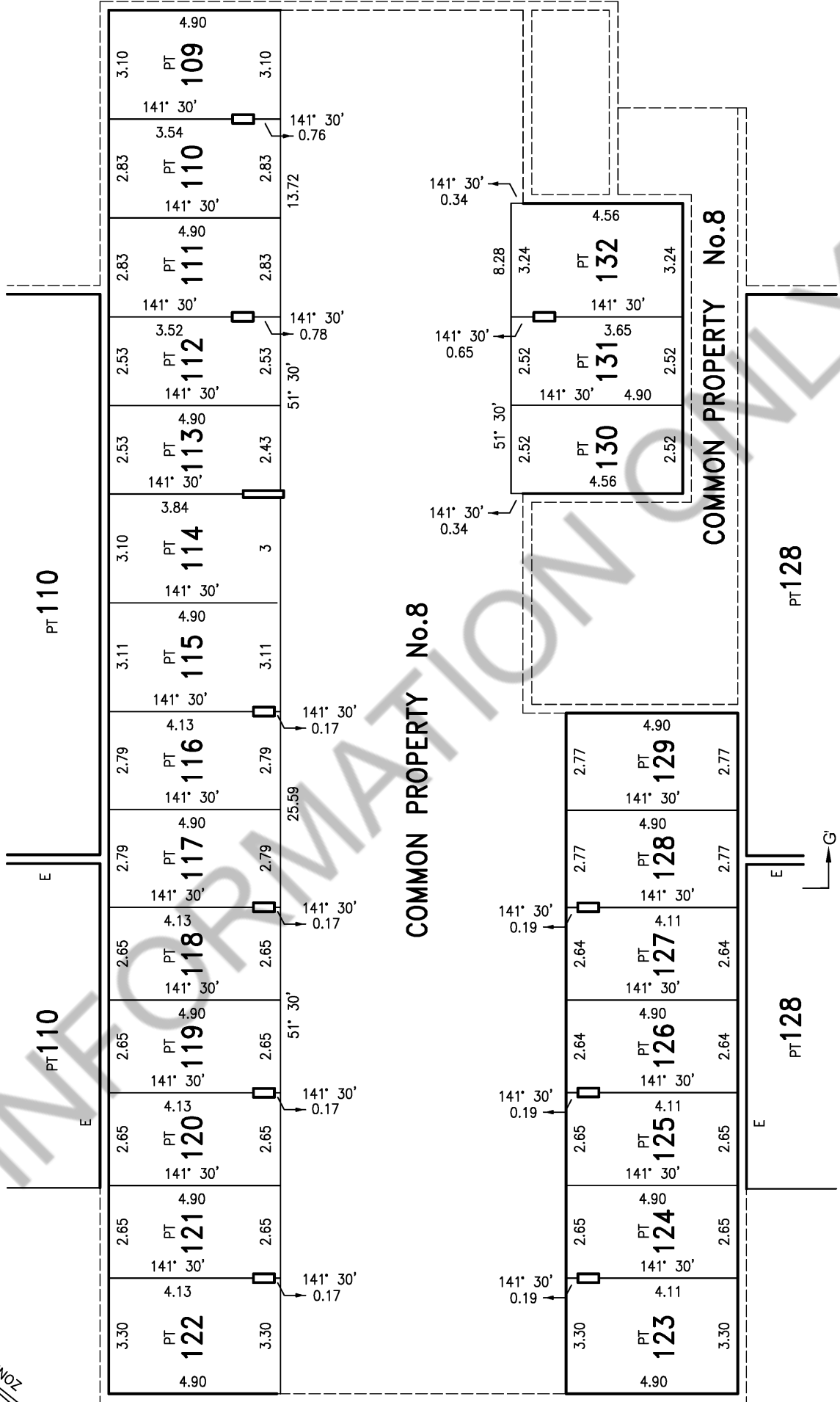
SHEET 26

Digitally signed by:
Whittlesea City Council,
22/05/2018,
SPEAR Ref: S113546J

PS617864Y

DETAIL 3

(GROUND STOREY AND SITE LEVEL)
NOT TO SCALE



ORIGINAL SHEET
SIZE: A3
SHEET 27

SCALE
N.T.S.
LENGTHS ARE IN METRES

Digitally signed by: Adam Deane Anthony Carter (SMC
Land Surveyors),
Surveyor's Plan Version (2),
18/05/2018, SPEAR Ref: S113546J

SMC LAND SURVEYORS
153d ANDERSON RD SUNSHINE, 3020
PO BOX 337, SUNSHINE, 3020
Tele. : 9312 2247



PS617864Y

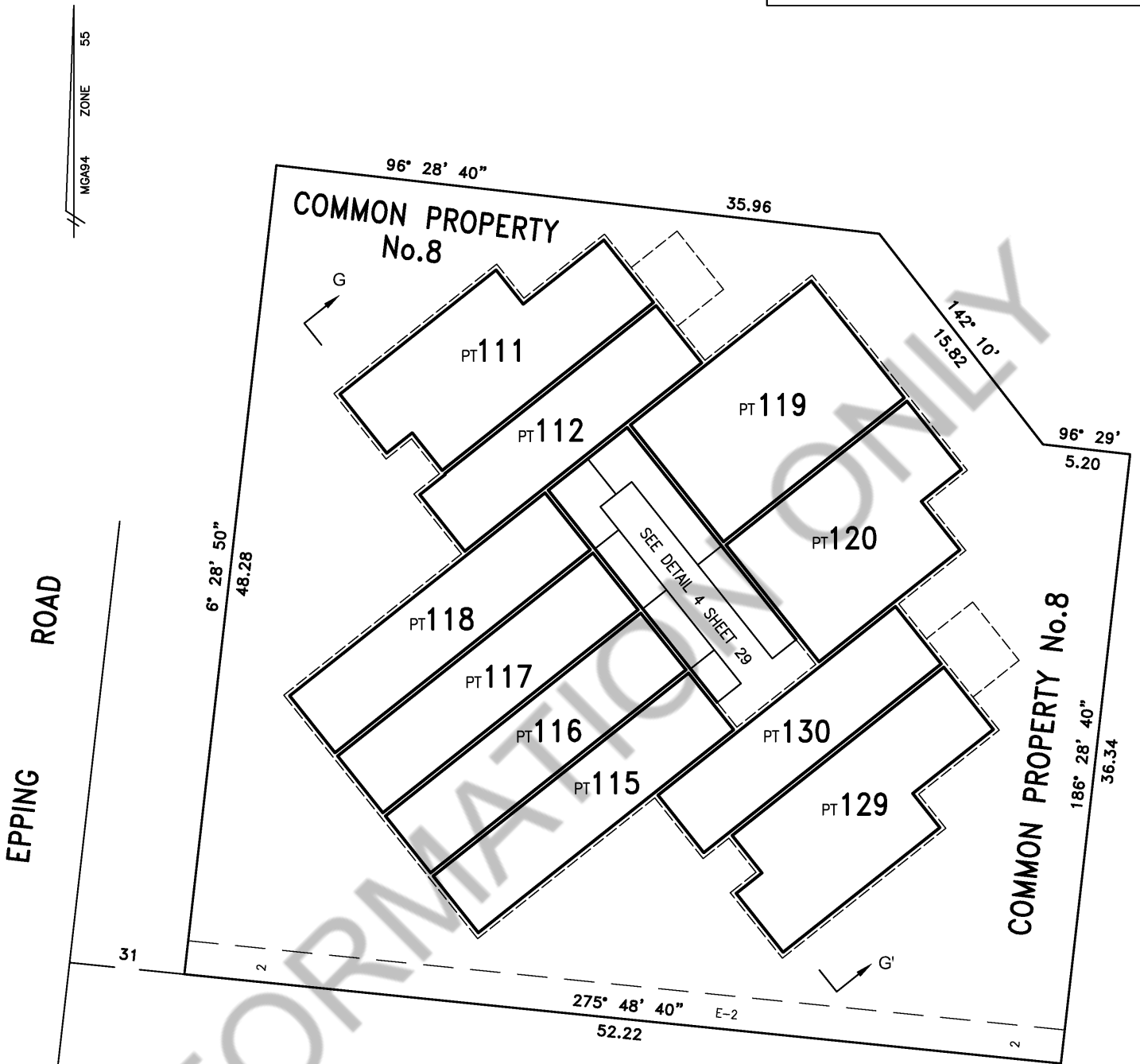


DIAGRAM 18

(FIRST STOREY)
NOT TO SCALE



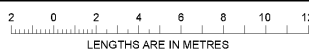
SMC LAND SURVEYORS

153d ANDERSON RD SUNSHINE, 3020

PO BOX 337, SUNSHINE, 3020

Tele. : 9312 2247

SCALE
1:250



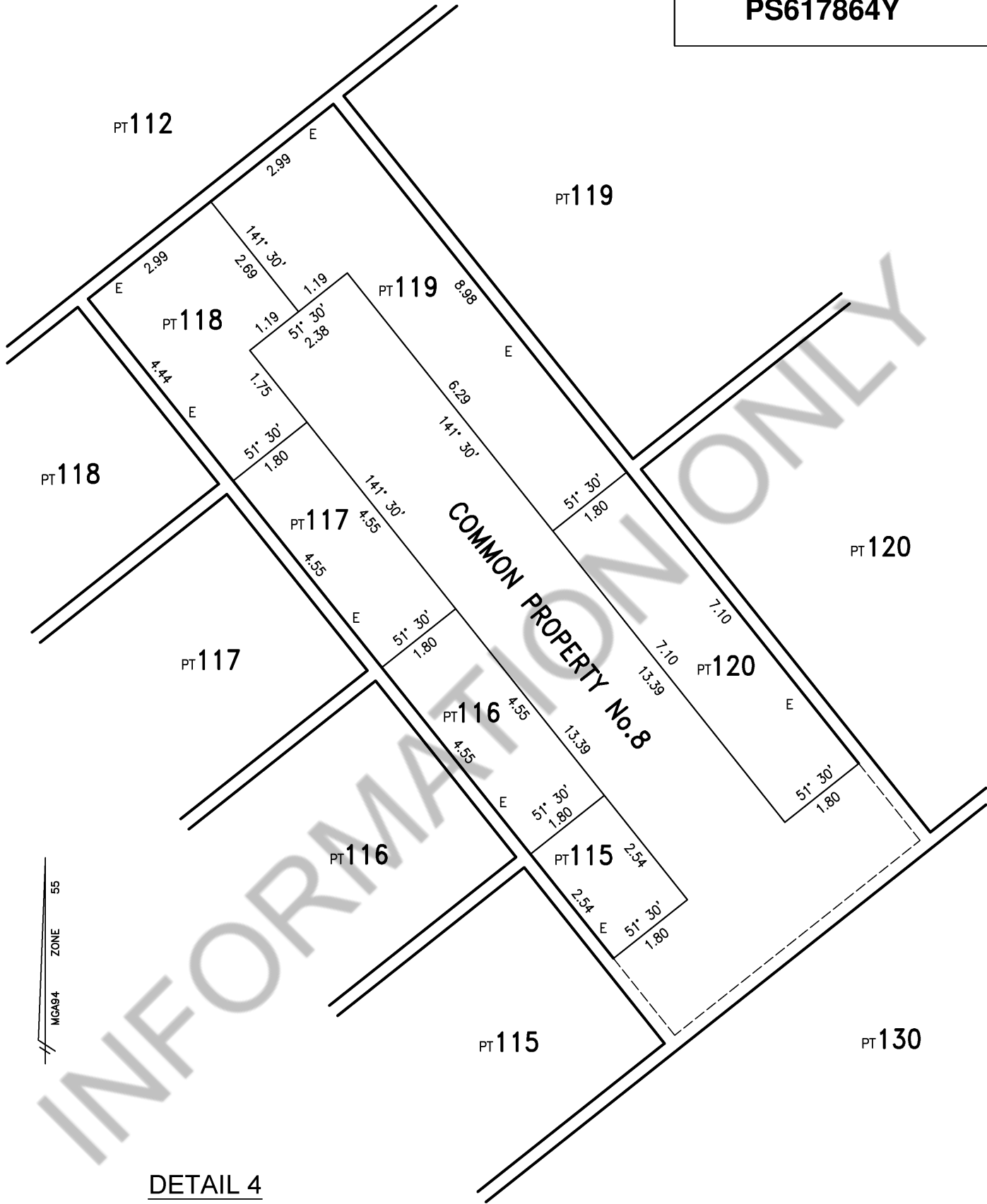
ORIGINAL SHEET
SIZE: A3

SHEET 28

Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors),
Surveyor's Plan Version (2),
18/05/2018, SPEAR Ref: S113546J

Digitally signed by:
Whittlesea City Council,
22/05/2018,
SPEAR Ref: S113546J

PS617864Y



DETAIL 4
(FIRST STOREY)
NOT TO SCALE

SMC LAND SURVEYORS
153d ANDERSON RD SUNSHINE, 3020
PO BOX 337, SUNSHINE, 3020
Tele. : 9312 2247

SCALE N.T.S
LENGTHS ARE IN METRES

Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors),
Surveyor's Plan Version (2),
18/05/2018, SPEAR Ref: S113546J

ORIGINAL SHEET SIZE: A3	SHEET 29
Digitally signed by: Whittlesea City Council, 22/05/2018, SPEAR Ref: S113546J	

PS617864Y

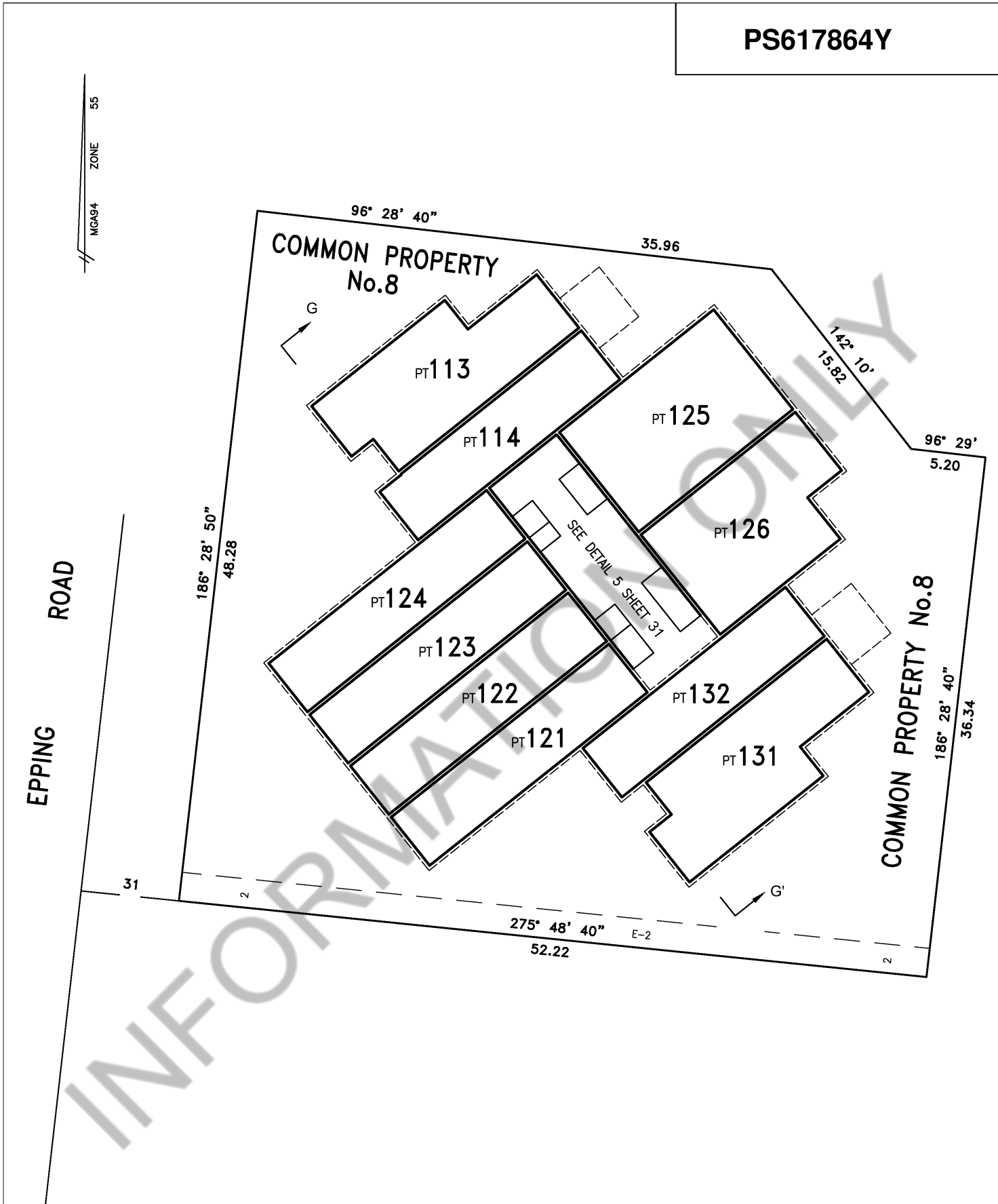

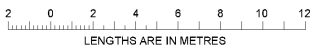
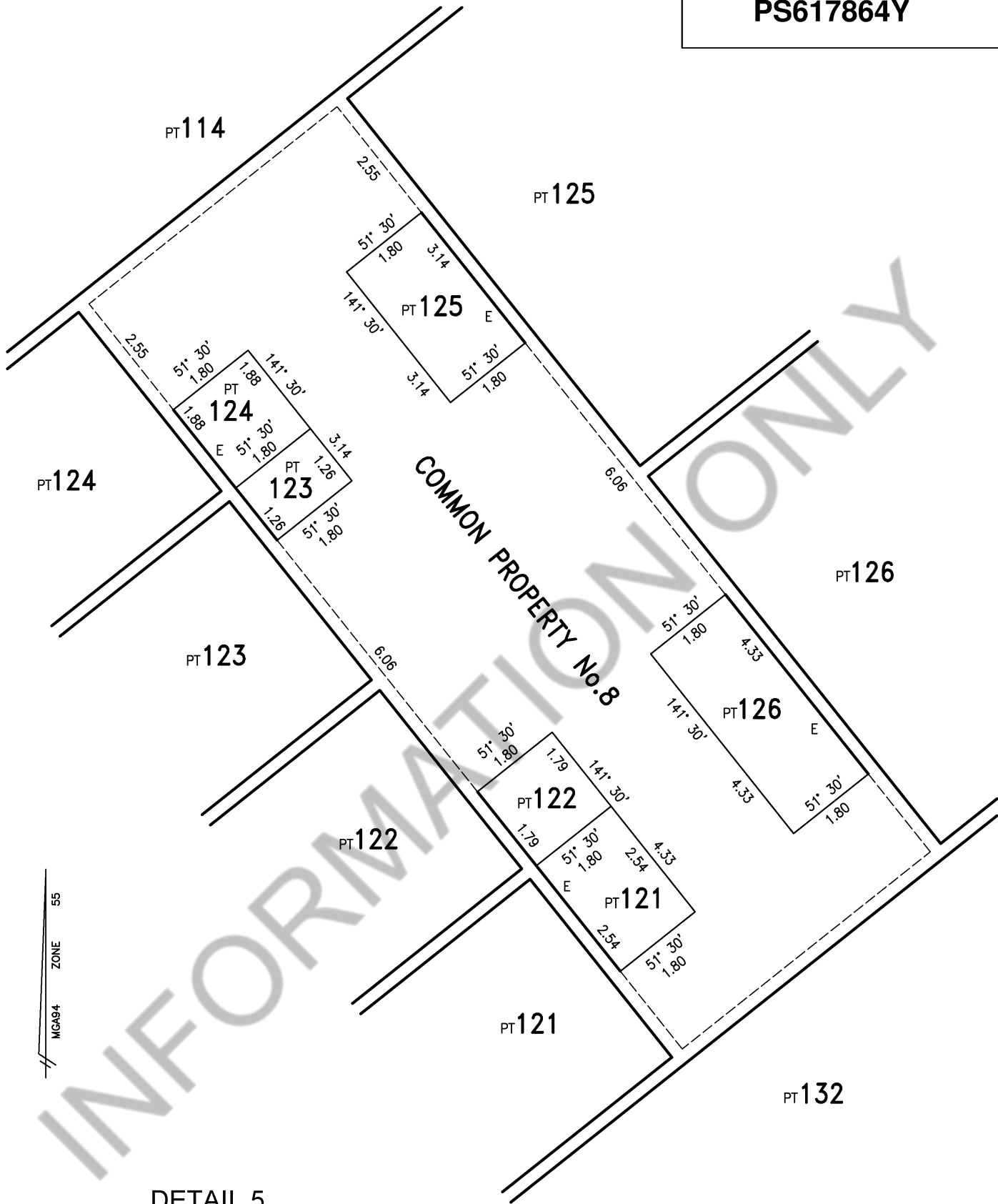


DIAGRAM 19

(SECOND STOREY AND TOPMOST LEVEL)


 <p>SMC LAND SURVEYORS 153d ANDERSON RD SUNSHINE, 3020 PO BOX 337, SUNSHINE, 3020 Tele. : 9312 2247</p>	<p>SCALE 1:250</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 30</p>
	<p>Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors), Surveyor's Plan Version (2), 18/05/2018, SPEAR Ref: S113546J</p>		<p>Digitally signed by: Whittlesea City Council, 22/05/2018, SPEAR Ref: S113546J</p>

PS617864Y



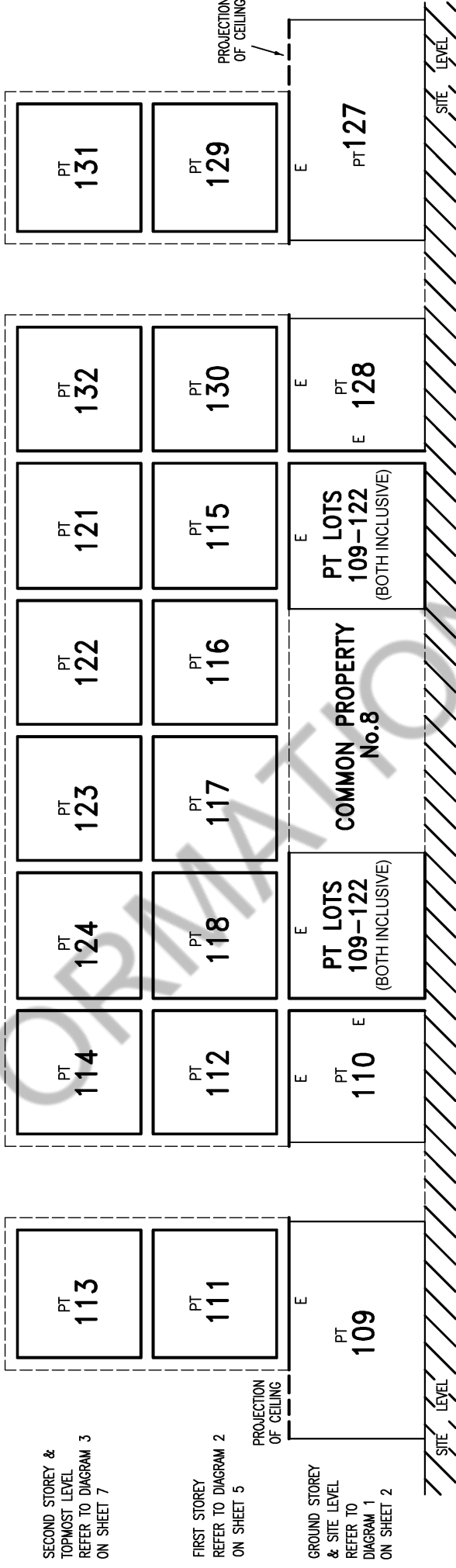
DETAIL 5

(SECOND STOREY AND TOPMOST LEVEL)
NOT TO SCALE

 <p>SMC LAND SURVEYORS 153d ANDERSON RD SUNSHINE, 3020 PO BOX 337, SUNSHINE, 3020 Tele. : 9312 2247</p>	<p>SCALE N.T.S</p>	<p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 31</p>
	<p>Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors), Surveyor's Plan Version (2), 18/05/2018, SPEAR Ref: S113546J</p>		<p>Digitally signed by: Whittlesea City Council, 22/05/2018, SPEAR Ref: S113546J</p>	

PS617864Y

COMMON PROPERTY NO.8



SECOND STOREY & TOPMOST LEVEL REFER TO DIAGRAM 3 ON SHEET 7

FIRST STOREY REFER TO DIAGRAM 2 ON SHEET 5

GROUND STOREY & SITE LEVEL REFER TO DIAGRAM 1 ON SHEET 2

COMMON PROPERTY NO.8

TYPICAL SECTION G - G'

(TYPICAL FOR ALL LOTS)
NOT TO SCALE

SMC LAND SURVEYORS
153d ANDERSON RD SUNSHINE, 3020
PO BOX 337, SUNSHINE, 3020
Tele. : 9312 2247



Amended by: Adam Deane Anthony Carter, 02/10/2018.

ORIGINAL SHEET SIZE: A3 SHEET 32

SCALE N.T.S. LENGTHS ARE IN METRES
Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors), Surveyor's Plan Version (2), 18/05/2018, SPEAR Ref: S113546J

Digitally signed by: Whittlesea City Council, 22/05/2018, SPEAR Ref: S113546J

PLAN OF SUBDIVISION	STAGE No. _____	PLAN NUMBER PS 617864Y
----------------------------	--------------------	----------------------------------

CREATION OF RESTRICTION

REGULATION 17 SUBDIVISION (PROCEDURES) REGULATIONS 1989

UPON REGISTRATION OF THE PLAN OF SUBDIVISION THE FOLLOWING RESTRICTION IS CREATED :

LAND TO BENEFIT : LOTS 1 TO 84(BI), 109 TO 140(BI), E, HH & COMMON PROPERTY No's 2 TO 5 , 7 & 8 ON THIS PLAN

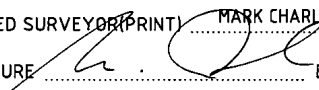
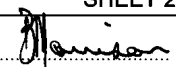
LAND TO BE BURDENED : LOTS 1 TO 84(BI), 109 TO 140(BI), E, HH & COMMON PROPERTY No's 2 TO 5, 7 & 8 ON THIS PLAN

DESCRIPTION OF RESTRICTIONS : 1. THE REGISTERED PROPRIETOR OF PROPRIETORS FOR THE TIME BEING OF LOTS 1 TO 84(BI), LOTS 109 TO 140(BI), E, HH & COMMON PROPERTY No's 2 TO 5, 7 & 8 ON THIS PLAN OF SUBDIVISION SHALL NOT ALLOW ANY USE, BUILDINGS OR WORKS OTHER THAN THOSE WORKS, BUILDINGS OR USES ALLOWED & PERMITTED IN PLANNING PERMIT NO. 708800(AMENDED), ISSUED BY WHITTLESEA CITY COUNCIL ON 22 DECEMBER 2005 & AMENDED ON 14 FEBRUARY 2006.

* LOT HH VARIED BY AN400311T.

INFORMATION ONLY

Land Development Consulting
 Licensed Surveyors, Town Planners
 & Development Consultants
 Suite 20, The Clocktower
 255 Drummond Street, Carlton, 3053
 Phone 9347 5655 Fax 9347 5054

SCALE	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR (PRINT) <u>MARK CHARLES TOMKINSON</u> SIGNATURE  DATE <u>2/12/08</u> REFERENCE : 2736 PS VERSION : F	SHEET 25  DATE <u>28/6/2010</u> COUNCIL DELEGATE SIGNATURE
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Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AN438290L
Number of Pages (excluding this cover sheet)	1
Document Assembled	14/11/2022 15:50

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AN438290L

Mortgage

Section 74 Transfer of Land Act 1958

Privacy Collection Statement

The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

1. Land/s

Land Title

Volume 11625 Folio 698

2. Estate and Interest

FEE SIMPLE

3. Memorandum of common provisions

MCP Number AA1530

4. Mortgagor/s

Mortgagor

Given Name/s BILJANA

Family Name PILI

5. Mortgagee/s

Mortgagee

Name WESTPAC BANKING CORPORATION

ABN 33 007 457 141

Australian Credit Licence 233714

6. Signing

The mortgagor mortgages to the mortgagee (the "Lender") the estate and interest specified in the land described subject to the encumbrances affecting the land including any created by dealing lodged for registration before the lodging of this mortgage. The mortgagor covenants with the mortgagee that the provisions of the Memorandum of Common Provisions (MCP) referred to in this mortgage and retained by the Registrar of Titles form part of this mortgage.

Mortgagor

B. Pili

Signature of BILJANA PILI

[Signature]

Signature of Witness

Vincent Yang

Name of Witness (BLOCK LETTERS)

7. Date 09/12/2016
Date: (DD/MM/YYYY)

8. Lodging Party

Customer Code ~~15570~~

Reference

**WBC
Code 12690B**

You may lodge this form in two ways:

1. In person

Land Registration Services
Land Victoria
Level 9, 570 Bourke Street
Melbourne Vic 3000

2. By mail (extra fee applies)

Land Registration Services
Land Victoria
PO Box 500
East Melbourne Vic 8002
Or DX 250639 Melbourne

Security No : 124101832862K
Produced 14/11/2022 03:50 PM

Volume 11625 Folio 698

ACTIVITY IN THE LAST 125 DAYS

NIL

ADMINISTRATIVE NOTICES

NIL

eCT Control 12690B WESTPAC BANKING CORPORATION (63)
Effective from 10/01/2017

STATEMENT END



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 14/11/2022 03:50:03 PM

OWNERS CORPORATION 1
PLAN NO. PS617864Y

The land in PS617864Y is affected by 8 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 8, Lots 1 - 140, HH.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108

AV402863V 11/03/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC008241J 05/08/2010

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3. Only the members of Owners Corporation 4 are entitled to use Common Property No. 4. Only the members of Owners Corporation 5 are entitled to use Common Property No. 5. Only the members of Owners Corporation 7 are entitled to use Common Property No. 7. Only the members of Owners Corporation 6 are entitled to use Common Property No. 6. Only the members of Owners Corporation 8 are entitled to use Common Property No. 8.

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/11/2022 03:50:03 PM

OWNERS CORPORATION 1
PLAN NO. PS617864Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 6	0	0
Common Property 7	0	0
Common Property 8	0	0
Lot 1	20	20
Lot 2	15	15
Lot 3	20	20
Lot 4	15	15
Lot 5	20	20
Lot 6	15	15
Lot 7	20	20
Lot 8	20	20
Lot 9	20	20
Lot 10	20	20
Lot 11	15	15
Lot 12	15	15
Lot 13	15	15
Lot 14	15	15
Lot 15	15	15
Lot 16	15	15
Lot 17	15	15
Lot 18	15	15
Lot 19	15	15
Lot 20	15	15
Lot 21	15	15
Lot 22	20	20
Lot 23	20	20
Lot 24	20	20
Lot 25	20	20
Lot 26	15	15



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/11/2022 03:50:03 PM

OWNERS CORPORATION 1
PLAN NO. PS617864Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 27	20	20
Lot 28	15	15
Lot 29	20	20
Lot 30	15	15
Lot 31	15	15
Lot 32	15	15
Lot 33	15	15
Lot 34	15	15
Lot 35	20	20
Lot 36	20	20
Lot 37	15	15
Lot 38	15	15
Lot 39	15	15
Lot 40	15	15
Lot 41	20	20
Lot 42	20	20
Lot 43	20	20
Lot 44	15	15
Lot 45	20	20
Lot 46	15	15
Lot 47	20	20
Lot 48	15	15
Lot 49	20	20
Lot 50	15	15
Lot 51	20	20
Lot 52	15	15
Lot 53	20	20
Lot 54	15	15
Lot 55	15	15



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/11/2022 03:50:03 PM

OWNERS CORPORATION 1
PLAN NO. PS617864Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 56	15	15
Lot 57	20	20
Lot 58	15	15
Lot 59	15	15
Lot 60	20	20
Lot 61	15	15
Lot 62	20	20
Lot 63	15	15
Lot 64	20	20
Lot 65	15	15
Lot 66	20	20
Lot 67	20	20
Lot 68	15	15
Lot 69	20	20
Lot 70	15	15
Lot 71	20	20
Lot 72	15	15
Lot 73	15	15
Lot 74	15	15
Lot 75	20	20
Lot 76	15	15
Lot 77	15	15
Lot 78	20	20
Lot 79	15	15
Lot 80	20	20
Lot 81	15	15
Lot 82	20	20
Lot 83	15	15
Lot 84	20	20



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS617864Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 85	20	20
Lot 86	15	15
Lot 87	20	20
Lot 88	15	15
Lot 89	20	20
Lot 90	15	15
Lot 91	15	15
Lot 92	15	15
Lot 93	15	15
Lot 94	15	15
Lot 95	20	20
Lot 96	20	20
Lot 97	15	15
Lot 98	15	15
Lot 99	15	15
Lot 100	15	15
Lot 101	20	20
Lot 102	20	20
Lot 103	20	20
Lot 104	15	15
Lot 105	20	20
Lot 106	15	15
Lot 107	20	20
Lot 108	15	15
Lot 109	20	20
Lot 110	15	15
Lot 111	20	20
Lot 112	15	15
Lot 113	20	20



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS617864Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 114	15	15
Lot 115	15	15
Lot 116	15	15
Lot 117	15	15
Lot 118	15	15
Lot 119	20	20
Lot 120	20	20
Lot 121	15	15
Lot 122	15	15
Lot 123	15	15
Lot 124	15	15
Lot 125	20	20
Lot 126	20	20
Lot 127	20	20
Lot 128	15	15
Lot 129	20	20
Lot 130	15	15
Lot 131	20	20
Lot 132	15	15
Lot 133	20	20
Lot 134	20	20
Lot 135	20	20
Lot 136	20	20
Lot 137	20	20
Lot 138	20	20
Lot 139	20	20
Lot 140	20	20
Lot HH	200	200
Total	2620.00	2620.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/11/2022 03:50:03 PM

**OWNERS CORPORATION 1
PLAN NO. PS617864Y**

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.

INFORMATION ONLY

Property Clearance Certificate

Taxation Administration Act 1997



ZARA SYED

Your Reference: LD:66113386-030-7.

Certificate No: 57684920

Issue Date: 27 SEP 2022

Enquiries: ESYSPROD

Land Address: UNIT 207, 78 EPPING ROAD EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42645115	101	617864	11625	697	\$0.00

Vendor: PILI BILJANA

Purchaser: SHAH NICK

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS BILJANA PILI	2022	\$60,000	\$0.00	\$0.00	\$0.00

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$350,000

SITE VALUE: \$60,000

AMOUNT PAYABLE: \$0.00

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

Certificate No: 57684920

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$60,000

Calculated as \$0 plus (\$60,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 57684920

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 57684920

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Contact Name Alex Grenville
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: 66113386-031-4

2 November 2022

Zara Syed
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

Unit 207, 78 Epping Road, Epping (Volume 11625 Folio 698) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 18 September 2022 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987* (PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at www.sro.vic.gov.au

For further details regarding GAIC, please visit the SRO website or telephone 13 21 61.

Yours sincerely



Alex Grenville
Customer Service Officer
Land Revenue

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Zara Syed
S408, L4, 517 Flinders Lane
MELBOURNE 3000

Client Reference:

NO PROPOSALS. As at the 26th September 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 207 78 EPPING ROAD, EPPING 3076
CITY OF WHITTLESEA

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

Date of issue: 26th September 2022

Telephone enquiries regarding content of certificate: 13 11 71

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and Reg 16 of the Owners Corporations Regulations 2018

Owners Corporation No. **1 PS 617864Y**

Address 76-90 Epping Road
Epping VIC 3076

This certificate is issued for **Lot 101** on Plan of Subdivision No **1 PS 617864Y**

Postal address is C/- Australian Body Corporate
PO Box 278
Doncaster Heights VIC 3109
Tel: 03 8418 8787

IMPORTANT:

The information in this certificate is issued on **29 September 2022**.

You can inspect the owners corporations register for additional information and you should confirm all information prior to settlement.

(a) The current fees for the lot are **\$913.13*** per annum which is payable in quarterly instalments due every 1st March, 1st June, 1st September & 1st December

***The Owners Corporation advises that the fees listed above are based on the budget for the FY 2020-21, this amount may change in the forthcoming AGM.**

(b) The period for which the fees for the lot have been levied is 1/09/22 to 30/11/22.

(c) The total of any unpaid fees or charges for the lot is **\$0.00**

*** Please contact our office via email prior to Settlement for updated figures.**

(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?

If so, then provide details:

The Owners Corporation is currently in discussion with council for new landscaping plan. Costs are yet to be finalised. A special levy may be required to cover these costs.

(f) The owners corporation has the following insurance cover:

1.1	Name of Company:	CHU Underwriting Agencies Pty Ltd
1.2	No. of Policy:	HU0015334
1.3	Kind of Policy:	Residential Strata Insurance
1.4	Building Amount:	\$23,268,400
1.5	Public Liability Amount:	\$20,000,000
1.6	Renewal Date:	1 March 2023

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO

(h) The total funds held by the owners corporation as of 29 September 2022 are **\$33,944.14**.

(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?

If so, then provide details: NIL

(j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details: NIL

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details: Origin Energy has an embedded Network for Bulk Hot Water Service

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

The Owners Corporation received a notice of contravention from City of Whittlesea regarding landscaping at the building. This was issued 10th April 2019. This notice is yet to be satisfied.

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details:

The Owners Corporation is a party to proceedings at VCAT/Magistrate Court to recover outstanding Owners Corporation fees which may occur from time to time.

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

The manager is Australian Body Corporate
PO Box 278
Doncaster Height VIC 3109
Telephone: 03 8418 8787

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the minutes of the last annual general meeting of the owners corporation
A copy of the model/consolidated rules registered at Land Victoria.
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

Date: 29 September 2022

This owners corporation certificate was prepared by Australian Body Corporate Management Pty Ltd ACN 154 482 274 T/As Australian Body Corporate



Signature of Robert Manfredi
Owners Corporation Manager For and behalf of
Owners Corporation No. **1 PS 617864Y**



OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and Reg 16 of the Owners Corporations Regulations 2018

Owners Corporation No. **6 PS 617864Y**

Address 78 Epping Road
Epping VIC 3076

This certificate is issued for **Lot 101** on Plan of Subdivision No **PS 617864Y**

Postal address is C/- Australian Body Corporate
PO Box 278
Doncaster Heights VIC 3109
Tel: 03 8418 8787

IMPORTANT:

The information in this certificate is issued on **29 September 2022**.

You can inspect the owners corporations register for additional information and you should confirm all information prior to settlement.

(a) The current fees for the lot are **\$2,388.29*** per annum payable annually every 1st April.

***The Owners Corporation advises that the fees listed above are based on the budget for the FY 2020-21, this amount may change in the forthcoming AGM.**

(b) The period for which the fees for the lot have been levied is 1/04/22 to 31/03/23.

(c) The total of any unpaid fees or charges for the lot is: **\$0.00***

***Please contact our office via email prior to Settlement for updated figures.**

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

Special Levy – Roof Repair Works Building E
Date Struck: 17/09/20 Due: 16/10/20
Amount: \$1,353.66 Status: paid

(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?

If so, then provide details:

The Owners Corporation is currently in discussion with council for new landscaping plan. Costs are yet to be finalised. A special levy may be required to cover these costs.

(f) The owners corporation has the following insurance cover under Owners Corporation No. 1:

1.1	Name of Company:	CHU Underwriting Agencies Pty Ltd
1.2	No. of Policy:	HU0015334
1.3	Kind of Policy:	Residential Strata Insurance
1.4	Building Amount:	\$23,966,452
1.5	Public Liability Amount:	\$20,000,000
1.6	Renewal Date:	1 March 2023

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO

(h) The total funds held by the owners corporation as of 29 August 2022 are \$28,570.23

(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?

If so, then provide details: NIL

(j) Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details: NIL

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?
If so, then provide details: Origin Energy has an embedded Network for Bulk Hot Water Service

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?
If so, then provide details:

The Owners Corporation received a notice of contravention from City of Whittlesea regarding landscaping at the building. This was issued 10th April 2019. This notice is yet to be satisfied.

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?
If so, then provide details:

The Owners Corporation is not party or aware of any legal proceedings other than proceedings at VCAT/Magistrate Court to recover outstanding Owners Corporation fees which may occur from time to time.

(n) Has the owners corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is Australian Body Corporate
PO Box 278
Doncaster Height VIC 3109
Telephone: 03 8418 8787

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?
No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the minutes of the last annual general meeting of the owners corporation
A copy of the model/consolidated rules registered at Land Victoria.
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

Date: 29 September 2022

This owners corporation certificate was prepared by Manningham Owners Corporation Pty Ltd ACN 154 482 274
T/As Australian Body Corporate



Signature of Robert Manfredi
Owners Corporation Manager For and behalf of
Owners Corporation No. **6** PS **617864Y**





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Australian Body Corporate

ABN 60 873 029 429

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E admin@ausbodycorp.com.au

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W ausbodycorp.com.au

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION – PS 617864Y-1

76-90 Epping Rd EPPING VIC 3076

Minutes of the Annual General Meeting held via ZOOM VIDEO
on **Wednesday 18th August 2021** at 5:00pm

1. Welcome and Appointment of Chairperson

Mr Frank Covalea welcomed all members to the Annual General Meeting of OC PS 617864Y-1 which commenced at 5:12pm.

It was agreed that Mr Robert Manfredi was elected as Chairperson of the meeting and he take the meeting minutes.

It was resolved by the members present to hold the Annual General Meeting for Owners Corporation No. 1 concurrently with the Annual General Meetings of Owners Corporation No. 2, Owners Corporation No. 3, Owners Corporation No. 4, Owners Corporation No. 5, Owners Corporation No. 6 and Owners Corporation No. 7

2. Noting Attendance, Apologies & Proxies

Present

Lot 4 – Shelley Pearce
Lot 28 – Tim Alexopoulos
Lot 31 – Bernadine Rozells
Lot 35 – Ari Dollas
Lot 42 – Anthony Motta
Lot 43 – Stephanie Nativo
Lot 45 – Frank Covalea
Lot 47 – Danny Covalea
Lot 51 – Nisa Oner
Lot 53 – Mary Tabaki
Lot 54 – Elena Salvador
Lot 60 – Tanya Lowe
Lot 61 – Kelly McIlwaine
Lot 62 – Jo Dobson



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Lot 77 – Phillip McNeil
Lot 82 – Boris Georgiou
Lot 86 – Jimmy Cuilean
Lot 89 – Syed Danyal Naqvi
Lot 100 – Nickolas Paschalidis
Lot 102 – Vivian Le
Lot 120 – Peter Pepi
Lot 128 – Marija Pop-Stefanova
Lot 129 – Akua Bioh-Oparanozie

Proxy

Lot 41 – Danny Covalea for Mark Covalea
Lot 43 – Gino Nativo for Stephanie Nativo
Lot 91 – Ali Naqvi for Shams Shaikh
Lot 111 – Irena Krsteska for Okan Benek
Lot 128 – Irena Krsteska for Marija Pop-Stefanova

Apologies

Nil

Manager(s) in attendance

Mr Robert Manfredi of Australian Body Corporate

Quorum Present

26 of 141 lots were present which represented 18.44% of total votes were either in attendance or received by proxy. Pursuant to Sec 77 of the Owners Corporation Act 2006, a quorum was NOT present. Therefore, all general resolutions made at the AGM are INTERIM resolutions of the Owners Corporation.

Resolutions become binding on the Owners Corporation 29 days after the date of the meeting unless members representing 25% of the voting entitlement in writing object to the resolutions to the secretary.

Please note only members who are financial are allowed to vote on general resolutions of the Owners Corporation. Matters requiring a special or unanimous resolution do not require members to be financial.

3. Acceptance of previous AGM minutes

The minutes of the following meeting were tabled:



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Annual General Meeting (Tuesday 14th May 2019)

Members resolved to confirm the minutes of this meeting were an accurate record of the discussions which took place.

4. Reports

- a. Manager – The manager tabled a report which was accepted by the members present.
- b. Committee – The chairperson gave a verbal report.
- c. Maintenance Fund Plan – The manager noted that as per OC Act 2006 section 36(1), a prescribed Owners Corporation such as PS 617864Y-1 must prepare a maintenance plan. It was resolved that the manager obtain quotes for a maintenance fund plan and will liaise with the committee on how they wish to progress the matter. Once the report is obtained, it will be tabled at the next AGM along with proposed maintenance fund amounts that will be required. The manager noted that the Owners Corporation can add various aspects to the report that are individual to each building.

5. Presentation and Acceptance of previous years financial reports

The manager tabled the following financial reports:

2018-2019 financial year

2019-2020 financial year

Balance Sheet & Income/Expenditure Statement.

Resolution and acceptance of previous year's financial statement.

The member(s) confirmed the financial reports were a true and accurate record of the financial position of Owners Corporation No. 1

It was noted that as Owners Corporation No. 1 is a prescribed Owners Corporation it is a requirement of the OC Act 2006 that the financials are audited annually. Therefore, it was noted that the financials for the 2018-2019 and 2019-2020 financial years were audited by Willis Partners – Chartered Accountants & Advisors and the audit reports concluded that the financials are a true & fair view of the Owners Corporation financial position.

6. Owners Corporation Committee

- a. **Election** – It was resolved that the following lots be appointed as Owners Corporation No. 1 committee members:

Lot 35 – Ari Dollas

Lot 41 – Mark Covalea

Lot 43 – Gino Nativo (Proxy)

Lot 45 – Frank Covalea

Lot 47 – Danny Covalea



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Lot 82 – Boris Georgiou
Lot 111 – Okan Benek
Lot 120 – Peter Pepi
Lot 128 – Irena Krsteska (Proxy)

7. Review of Building and Public Liability Cover

The manager noted that the property has building insurance currently held by Owners Corporation PS 617864Y-1.

Details of the policy are:

CHU

Policy Period 01/03/2021 – 01/03/2022

Policy No.	HU0015334
Building Coverage	\$23,268,400
Public Liability	\$20,000,000
Fidelity Guarantee	\$100,000
Office Bearer's	\$2,000,000
Excess	\$500

Financials Services Declaration

Australian Body Corporate, the manager, is an authorised representative of Strata Community Insurance Australia & CHU Underwriting Agencies P/L & an agent of QBE Insurance (Australia) Ltd & QBE Workers Compensation (NSW) Ltd. The Manager is qualified to give general advice & factual information about insurance, not personal advice. If the Owners Corporation requires specialist insurance advice the manager can refer the Owners Corporation to an insurance advisor. If the manager recommends that your building insurance should be placed with an insurer, the Owners Corporation acknowledges and agrees that the recommendation is general advice (not personal) The Owners Corporation should read the Product Disclosure Statement before making a decision to purchase that insurance."

Financial Services Guide and Product Disclosure Statement

Please contact our office if you require a copy of the insurers Financial Services Guide & Product Disclosure Statement.

Standing Direction

Members have resolved that - "To ensure the Owners Corporation continues to have insurance that meets the requirements of the law, Division 6, Part 3 of the Owners Corporations Act 2006,



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Australian Body Corporate be granted a Standing Direction to automatically renew the Owners Corporation insurance policies annually. This direction is to renew insurance with the same policy benefits and increase the limits of cover by 5% at renewal with committee's approval."

Valuation

As noted, Owners Corporation No. 1 is a prescribed Owners Corporation and is required to obtain an up-to-date valuation. Thus, it resolved that the manager seek quotes to be presented to the OC committee.

Public Liability

Public liability cover of \$20 Million complies with the legal minimum under Part 3, Division 6, s60 of the Act and was deemed adequate.

Members are reminded that public liability within the Unit, and owner's contents such as carpet, light fittings & business-related items ARE NOT COVERED under Owners Corporation policy. Separate insurance cover should be taken by owners or occupiers to cover such items.

Excess

Members have previously resolved that the excess payment attached to any claim is payable by the Unit Owner making the claim. The current excess is \$500 per event.

Manager's Note: In accordance with the provisions of the current legislation, CHU issue an insurance commission to the Owners Corporation managers. The fee that the OC manager receives is for assisting in the management of insurance claims, management of insurance policy, the issuing of certificate of currencies and general insurance negotiations on behalf of owners.

8. Occupational Health & Safety Compliance

The OC will monitor to monitor the common areas and will advise the manager of any OH&S concerns.

The issue of the non-finished swimming pool on common property was raised as a high concern by the members present. The committee noted that despite numerous attempts over the years to try get the required 75% (special resolution) approval to have it removed, they are still looking at possible options to removed the pool. OC1 committee have advised the members that this item will be high priority on their list.

Lighting around the complex was discussed as being inadequate. Most bollard lights have either been damaged by vehicles parking on common property and gardens or no longer working due



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to water ingress and have been isolated. It was noted that OC1 doesn't have a common electricity meter so all lights are connected to various buildings around complex. That being said, OC1 will look at a uniform design for new flood lights that may be installed to external walls of each building instead of on ground to prevent future impact damage. And OC1 will look at covering the cost to supply & install all these lights around the complex.

9. Common Property Maintenance

- a. Gardening – It was resolved the current gardening arrangement will remain in place.
- b. Landscaping Upgrade – It was noted that no further progress has been made with Council. Committee had drafted up new plans to present to council but these plans were rejected. Thus, the OC 1 committee will discuss putting into place a staged process of upgrading the common landscape, including the swimming pool area for common property No. 1. The manager reminded all that each OC are responsible for any costs and how to best decide to satisfy the request from council around the landscaping within the common property of each OC.
- c. Underground Stormwater/Sewer in common driveway – Both the committee and manager advised the owners that there issues with the underground stormwater pipes under the driveway around the complex. The plumbing reports indicate that the original work may not have been done correctly. Considerable effort has been put towards discussions with council and VBA in relation to who may have originally installed the undergrounds years ago. Seems VBA and council don't have such information. In the last 18 months there has been 3 occasions where a burst pipe needed to be urgently repaired. Costs between plumbing works and water usage due to leak totalled over \$40,000. It was noted that the OC need to ensure enough funds are on hand in the event that similar instances occur again in the future. Such instances can occur at any time so it's difficult to budget for such situations. Thus, the owners were advised that in the event of similar issues around the burst pipes and subsequent repairs, a special levy may be required to be raise to cover these costs if the Owners Corporation don't have sufficient funds on hand.

10. Proposed Budget

- a. **Resolution to accept and adopt Owners Corporation Administration Fund Budget (01/09/2020 to 31/08/2021)**

The proposed budget of \$119,620.00 was tabled to the members and after further discussion, the tabled budget was approved by the members present.



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It was resolved that this approved increase will not be back dated to the 2020-2021 financial year but will be introduced from the 2021-2022 financial year, commencing September 2021 to August 2022. This increase will be added on the remaining levies in the 2021-2022 financial year.

Levy Frequency – It was resolved that levies will be issued on a quarterly basis.

It was resolved that the Manager will strike a special levy if expenses for emergency repairs and maintenance have not been budgeted for.

11. Debt Collection & Penalty Interest

Arrears

Members have resolved to commence Debt Recovery action against any owner in default of payment of Owners Corporation Fees & Charges.

Penalty Interest

Members resolved that - "Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006" for any amounts outstanding greater than 90 days.

Legal Action

Members resolved that - "That the Owners Corporation Manager is authorized to commence legal proceedings for the recovery of outstanding contributions and charges for any lot when necessary to do so."

Cost Recovery

Members resolved "That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation."

12. Appointment of Manager



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The manager expressed appreciation for the opportunity to continue to work for the members with regards to management services. All powers and functions (capable of being delegated) were delegated to the manager under and in accord with the OC Act 2006.

A new Contract of Appointment will be provided to the committee for review and signing appointing Australian Body Corporate for additional 12 months.

13. General Business

- a. SALE/FOR LEASE Boards – To ratify that all SALE/FOR LEASE boards are prohibited from being erected anywhere at the complex as per previous resolutions of the Owners Corporation.
- b. Anytime Towing – The members were reminded that the Owners Corporation have in place Anytime Towing for any vehicles that park on the common property. Signage is in place around the complex. The Owners Corporation will continue to monitor these areas regularly to ensure no vehicles are parking on common property. Offending vehicles will be issued with warning notices and risk being towed if they continue to park on common property. Only approved committee members have authority to issue warning notices to vehicles parked on common property. (Owners having parking issues need to deal with the matter privately by calling Anytime Towing directly).
- c. Installation of Awnings, Blinds or Verandahs – All requests to install awnings, blinds or verandahs to private balconies must be presented in writing to the manager. The request in writing will need to provide all necessary information such as style, size, colour. The lot owner requesting to install awnings, blinds or verandahs are required to obtain all relevant builders design plans and council permits to then be presented to the committee for review. All costs associated with these requests will be at the lot owners expense. In addition to the above, it was resolved that any changes to any building needs to keep in harmony with existing building. This include any modifications or additions to any fences, private or common.
- d. Water Recharge from OC1 to each individual OC – It was noted that currently OC1 is paying for water usage that supplies the hot water to the entire complex. Thus, it was decided that charges are passed onto each Owners Corporation based the reading the main water in each building. And then this usage is on charged the individual lot based on the reading of their hot water meter. The manager will work out how best to process this change with the assistance of the Origin Hot Water and individual meter reads of each apartment (Please note that it was confirmed after this meeting that all buildings will be charged via this same format)
- e. Emergency Services – The manager explained to members that Australian Body Corporate uses ROSCON (1800 767 266) for all after hours emergency services to the common



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property. Commencing 2021, ROSCON will be charge an annual subscription of \$1,093.40. After hours call out will be charged in addition to this annual subscription.

After some discussion, it was resolved that ROSCON contact Frank Covalea of the OC committee to discuss this change further.

- f. Electronic Communication (paperless documentation) – It was resolved that all levy invoicing and correspondence will be electronically provided to lot owners with a valid email address.
- g. Date of next AGM – It was resolved that the next AGM be held early 2022 at 5:00pm. ZOOM VIDEO will be an option.

14. Close of Meeting

As there was no other business the meeting closed at 8:07pm.

27th August 2021

Minutes Prepared by:

Robert Manfredi

Owners Corporation Manager

For and on behalf of OC PS 617864Y-1



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0015334
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/03/2022 to 01/03/2023 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 617864Y (OC1 - OC8)
Situation	80-90 EPPING ROAD EPPING VIC 3076

Policies Selected

Policy 1 – Insured Property

Building: \$23,966,452

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$3,594,967

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$2,000,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: \$250,000

Flood Cover is included.

Date Printed

01/02/2022

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 working days after the dispute comes to the attention of all the parties.
 - (a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

INFORMATION ONLY

Enquiries: Sara Seif

In Reply
Please Quote: 708800

10 April 2019

Australian Body Corporate
PO BOX 278
Doncaster Heights VIC 3109
E: admin@ausbodycorp.com.au
P: 8418 8787

Att: Robert Manfredi

Dear Mr. Manfredi

Failure to Comply with Whittlesea Planning Scheme and Planning Permit 708800 issued 22 December 2005, amended on 14 February 2006 and amended again on 19 September on 2007 for 80 - 90 Epping Rd, Epping

I refer to the above matter and advise that Council has committed itself to improving the appearance and functioning of all areas within the municipality.

Council would like to achieve this with the full co-operation of land owners.

Council's Planning Enforcement Officers have carried out an inspection of your site and observed that the Whittlesea Planning Scheme is not being complied with in the following respects:-

- **The areas designated as landscaping have not been planted or maintained to the satisfaction of the Responsible Authority.**

You are therefore afforded 60 days from the date of this letter to fully comply with the attached planning permit conditions:-

- **Weed, re-plant, re-mulch and maintain the areas designated as landscaping.**
- **Make sure all footpaths are provided as indicated on the plans**
- **Ensure the correct number and location of parking bays are provided**
- **All parking bays to be clearly line marked including disabled parking bays**
- **All trees to be planted are of species indicated on the plans**
- **All Outdoor urban furniture to be provided**
- **All fencing to be provided**

Please be advised that once the landscaping has been weeded, planted and mulched to the satisfaction of the Responsible Authority it **MUST** be continuously maintained to Council's satisfaction. Your site will be inspected on a random basis and should the landscaping be found to be unsatisfactory, enforcement action may be initiated against you without further notice.

Please note that failure to comply with Council's directives may result in further enforcement action being taken against you.

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

Tel 03 9217 2170
Fax 03 9409 9880
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 Free Telephone Interpreter Service

العربية	9679 9871	ਪੰਜਾਬੀ	9679 9879
Ελληνικά	9679 9873	தமிழ்	9679 9879
हिंदी	9679 9879	Türkçe	9679 9877
Italiano	9679 9874	Tiếng Việt	9679 9878
Македонски	9679 9875	Other	9679 9879
简体中文	9679 9857		

Should you have any queries please contact Council's Planning Enforcement Officer, Sara Seif, on telephone number 9217 2423.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'Sara Seif', written over a faint circular stamp.

Sara Seif
Planning Enforcement Officer

INFORMATION ONLY

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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



AUSTRALIAN BODY CORPORATE

Australian Body Corporate

ABN 60 873 029 429

PO Box 278

Doncaster Heights Vic 3109

E admin@ausbodycorp.com.au

P 03 8418 8787

W ausbodycorp.com.au

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION – PS 617864Y-6

78 Epping Rd EPPING VIC 3076

Minutes of the Annual General Meeting held via ZOOM VIDEO
on **Wednesday 18th August 2021** at 5:00pm

1. Welcome and Appointment of Chairperson

Mr Frank Covalea welcomed all members to the Annual General Meeting of OC PS 617864Y-1 which commenced at 5:12pm.

It was agreed that Mr Robert Manfredi was elected as Chairperson of the meeting and he take the meeting minutes.

It was resolved by the members present to hold the Annual General Meeting for Owners Corporation No. 6 concurrently with the Annual General Meetings of Owners Corporation No. 1, Owners Corporation No. 2, Owners Corporation No. 3, Owners Corporation No. 4, Owners Corporation No. 5 and Owners Corporation No. 7.

2. Noting Attendance, Apologies & Proxies

Present

Lot 86 – Jimmy Cuilean

Lot 89 – Ali Naqvi

Lot 100 – Nickolas Paschalidis

Proxy

Lot 91 – Ali Naqvi for Shams Shaikh

Apologies

Nil

Manager(s) in attendance

Mr Robert Manfredi of Australian Body Corporate



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Quorum Present

4 of 24 lots were present which represented 16.67% of total votes were either in attendance or received by proxy. Pursuant to Sec 77 of the Owners Corporation Act 2006, a quorum was NOT present. Therefore, all general resolutions made at the AGM are INTERIM resolutions of the Owners Corporation.

Resolutions become binding on the Owners Corporation 29 days after the date of the meeting unless members representing 25% of the voting entitlement in writing object to the resolutions to the secretary.

Please note only members who are financial are allowed to vote on general resolutions of the Owners Corporation. Matters requiring a special or unanimous resolution do not require members to be financial.

3. Acceptance of previous AGM minutes

The minutes of the following meeting were tabled:

Annual General Meeting (Saturday 29th September 2018)

Members resolved to confirm the minutes of this meeting were an accurate record of the discussions which took place.

4. Reports

- a. Manager – The manager tabled a report which was accepted by the members present.
- b. Committee – Nil

5. Presentation and Acceptance of previous years financial reports

The manager tabled the following financial reports:

2018-2019 financial year
2019-2020 financial year
2020-2021 financial year

Balance Sheet & Income/Expenditure Statement.

Resolution and acceptance of previous year's financial statements.

The member(s) confirmed the financial reports were a true and accurate record of the financial position of Owners Corporation No. 6.



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6. Owners Corporation Committee

- a. Election – It was resolved that the following Lot owners be appointed as the Owners Corporation committee:

Lot 86 – Jimmy Cuilean

Lot 89 – Ali Naqvi

Lot 91 – Shams Shaikh

7. Review of Building and Public Liability Cover

The manager noted that the property has building insurance currently held by Owners Corporation PS 617864Y-1 (Please refer to OC1 minutes for more details)

Details of the policy are:

CHU

Policy Period 01/03/2021 – 01/03/2022

Policy No.	HU0015334
Building Coverage	\$23,268,400
Public Liability	\$20,000,000
Fidelity Guarantee	\$100,000
Office Bearer's	\$2,000,000
Excess	\$500

8. Occupational Health & Safety Compliance

The OC will monitor to monitor the common areas and will advise the manager of any OH&S concerns.

Lighting around the complex was discussed as being inadequate. Most bollard lights have either been damaged by vehicles parking on common property and gardens or no longer working due to water ingress and have been isolated. It was noted that OC1 doesn't have a common electricity meter so all lights are connected to various buildings around complex. That being said, OC1 will look at a uniform design for new flood lights that may be installed to external walls of each building instead of on ground to prevent future impact damage. And OC1 will look at covering the cost to supply & install all these lights around the complex.

9. Common Property Maintenance

- a. Cleaning – It was resolved the current cleaning arrangements will remain in place.
- b. Gardening – It was resolved the current gardening arrangement will remain in place.



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- c. Landscaping Upgrade – It was noted that no further progress has been made with Council. Committee had drafted up new plans to present to council but these plans were rejected. Thus, the OC 1 committee will discuss putting into place a staged process of upgrading the common landscape, including the swimming pool area for common property No. 1. The manager reminded all that each OC are responsible for any costs and how to best decide to satisfy the request from council around the landscaping within the common property of each OC.
- d. Roof/Gutter Cleaning – It was resolved to have these works done annually or more often if approved.
- e. External Cleaning – It was noted the external stairs haven't been cleaned for some time. Thus, the manger will seek a quote to pressure wash these areas and seek advice from the OC committee.

10. Proposed Budget

a. Resolution to accept and adopt Owners Corporation Administration Fund Budget (01/04/2021 to 31/03/2022)

The proposed budget of \$48,960.00 was tabled to the members and this budget was approved.

It was noted that this increase works out to be \$2,400 extra annually overall than previous financial year and an adjustment levy will be raised to cover the difference between the old admin fund contribution rate and the new rate. This \$2,400 will be divided by lot liability.

Levy Frequency – It was resolved that levies will be issued on an annual basis.

It was resolved that the Manager will strike a special levy if expenses for emergency repairs and maintenance have not been budgeted for.

11. Debt Collection & Penalty Interest

Arrears

Members have resolved to commence Debt Recovery action against any owner in default of payment of Owners Corporation Fees & Charges.

Penalty Interest

Members resolved that - "Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006" for any amounts outstanding greater than 90 days.



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Legal Action

Members resolved that - "That the Owners Corporation Manager is authorized to commence legal proceedings for the recovery of outstanding contributions and charges for any lot when necessary to do so."

Cost Recovery

Members resolved "That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation."

12. Appointment of Manager

The manager expressed appreciation for the opportunity to continue to work for the members with regards to management services. All powers and functions (capable of being delegated) were delegated to the manager under and in accord with the OC Act 2006.

A new Contract of Appointment will be provided to the committee for review and signing appointing Australian Body Corporate for additional 12 months.

13. General Business

- a. Special Resolution – Origin Energy Hot Water Plant Upgrade Proposal – Due to no quorum being present at this meeting, the special resolution did not pass.
- b. Added Security to rear bin area – due to instance where theft and break into vehicles parked in building carpark, it was noted that the rear fence where bins are located needs to be modified to try prevent people accessing carpark. If the committee want to proceed, the manager will arrange quotes. It was noted that some other buildings will be going ahead with similar work to better secure their carpark. Any changes to these fences need to be in harmony with existing fences to keep uniform.
- c. SALE/FOR LEASE Boards – To ratify that all SALE/FOR LEASE boards are prohibited from being erected anywhere at the complex as per previous resolutions of the Owners Corporation.
- d. Anytime Towing – The members were reminded that the Owners Corporation have in place Anytime Towing for any vehicles that park on the common property. Signage is in place around the complex. The Owners Corporation will continue to monitor these areas regularly to ensure no vehicles are parking on common property. Offending vehicles will be issued with warning notices and risk being towed if they continue to park on common property. Only approved committee members have authority to issue warning notices to



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vehicles parked on common property. (Owners having parking issues need to deal with the matter privately by calling Anytime Towing directly).

- e. Installation of Awnings, Blinds or Verandahs – All requests to install awnings, blinds or verandahs to private balconies must be presented in writing to the manager. The request in writing will need to provide all necessary information such as style, size, colour. The lot owner requesting to install awnings, blinds or verandahs are required to obtain all relevant builders design plans and council permits to then be presented to the committee for review. All costs associated with these requests will be at the lot owners expense. In addition to the above, it was resolved that any changes to any building needs to keep in harmony with existing building. This includes any modifications or additions to any fences, private or common.
- f. Emergency Services – The manager explained to members that Australian Body Corporate uses ROSCON (**1800 767 266**) for all after hours emergency services to the common property. Commencing 2021, ROSCON will be charge an annual subscription of \$1,093.40 to OC1. After hours call out will be charged in addition to this annual subscription.

After some discussion, it was resolved that ROSCON contact Frank Covalea of the OC committee to discuss this change further.

- g. Electronic Communication (paperless documentation) – It was resolved that all levy invoicing and correspondence will be electronically provided to lot owners with a valid email address.
- h. Date of next AGM – It was resolved that the next AGM be held early 2022 at 5:00pm. ZOOM VIDEO will be an option.

14. Close of Meeting

As there was no other business the meeting closed at 8:07pm.

27th August 2021

Minutes Prepared by:

Robert Manfredi

Owners Corporation Manager

For and on behalf of OC PS 617864Y-6



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0015334
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/03/2022 to 01/03/2023 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 617864Y (OC1 - OC8)
Situation	80-90 EPPING ROAD EPPING VIC 3076

Policies Selected

Policy 1 – Insured Property

Building: \$23,966,452

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$3,594,967

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$2,000,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: \$250,000

Flood Cover is included.

Date Printed

01/02/2022

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

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(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

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

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6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 working days after the dispute comes to the attention of all the parties.
 - (a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

INFORMATION ONLY

Enquiries: Sara Seif

In Reply
Please Quote: 708800

10 April 2019

OC6
PO BOX 278
Doncaster Heights VIC 3109
E: admin@ausbodycorp.com.au
P: 8418 8787

Att: Robert Manfredi

Dear Mr. Manfredi

Failure to Comply with Whittlesea Planning Scheme and Planning Permit 708800 issued 22 December 2005, amended on 14 February 2006 and amended again on 19 September 2007 for 78 Epping Rd, Epping

I refer to the above matter and advise that Council has committed itself to improving the appearance and functioning of all areas within the municipality.

Council would like to achieve this with the full co-operation of land owners.

Council's Planning Enforcement Officers have carried out an inspection of your site and observed that the Whittlesea Planning Scheme is not being complied with in the following respects:-

- **The areas designated as landscaping have not been planted or maintained to the satisfaction of the Responsible Authority.**

You are therefore afforded 60 days from the date of this letter to fully comply with the attached planning permit conditions:-

- **Weed, re-plant, re-mulch and maintain the areas designated as landscaping.**
- **Make sure all footpaths are provided as indicated on the plans**
- **Ensure the correct number and location of parking bays are provided**
- **All parking bays to be clearly line marked including disabled parking bays**
- **All trees to be planted are of species indicated on the plans**
- **All Outdoor urban furniture to be provided**
- **All fencing to be provided**

Please be advised that once the landscaping has been weeded, planted and mulched to the satisfaction of the Responsible Authority it **MUST** be continuously maintained to Council's satisfaction. Your site will be inspected on a random basis and should the landscaping be found to be unsatisfactory, enforcement action may be initiated against you without further notice.

Please note that failure to comply with Council's directives may result in further enforcement action being taken against you.

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

Tel 03 9217 2170
Fax 03 9409 9880
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

Free Telephone Interpreter Service

العربية	9679 9871	ਪੰਜਾਬੀ	9679 9879
Ελληνικά	9679 9873	தமிழ்	9679 9879
हिंदी	9679 9879	Türkçe	9679 9877
Italiano	9679 9874	Tiếng Việt	9679 9878
Македонски	9679 9875	Other	9679 9879
简体中文	9679 9857		

Should you have any queries please contact Council's Planning Enforcement Officer, Sara Seif, on telephone number 9217 2423.

Yours faithfully



Sara Seif
Planning Enforcement Officer

INFORMATION ONLY

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

Date of issue
28/09/2022

Assessment No.
954701

Certificate No.
146137

Your reference
66113386-036-9

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2023

Property location: 207/78 Epping Road EPPING 3076

Description: LOT: 101 PS: 617864Y

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2022	1 July 2022	\$380,000	\$80,000	\$19,000

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2022 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2022	\$881.08
Fire services charge (Res) levied on 01/07/2022	\$117.00
Fire services levy (Res) levied on 01/07/2022	\$20.14
Arrears to 30/06/2022	\$0.00
Interest to 28/09/2022	\$0.00
Other adjustments	-\$0.02
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$1,018.20

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$1,018.20**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2288.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:

Full private waste management service



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 954701



Phone 1300 301 185
Ref 954701



Biller Code **5157**
Ref 954701

Enquiries: 9217 2259

Your Ref: 66113386-038-3

12 October 2022

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
78 Unit 207 (Lot 101) Epping Road Epping**

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

Regulation 51 1 (a)*

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

In the last 10 years no building permits were issued.

Permit issued for related parcel at 80E Epping Road, EPPING with the following permit details:

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-u14142/201406130/0	10/10/2014	Multi residential building and carpark	Yes – 11/09/2015

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act **No**

Please refer attached details where applicable.

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building Services on 9217 2259 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

Yours sincerely



**LEO PARENTE
MUNICIPAL BUILDING SURVEYOR**

Council Offices
25 Ferres Boulevard
South Morang VIC 3752

Locked Bag 1
Bundoora MDC VIC 3083

ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
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 **Free Telephone Interpreter Service**

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Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

888424

APPLICANT'S NAME & ADDRESS

ZARA C/- LANDATA
MELBOURNE

VENDOR

PILI, BILJANA

PURCHASER

SHAH, SHAH

REFERENCE

Biljana2.0

This certificate is issued for:

LOT 101 PLAN PS617864 ALSO KNOWN AS 78 EPPING ROAD EPPING
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 2
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 12
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2

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/>

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

14 November 2022

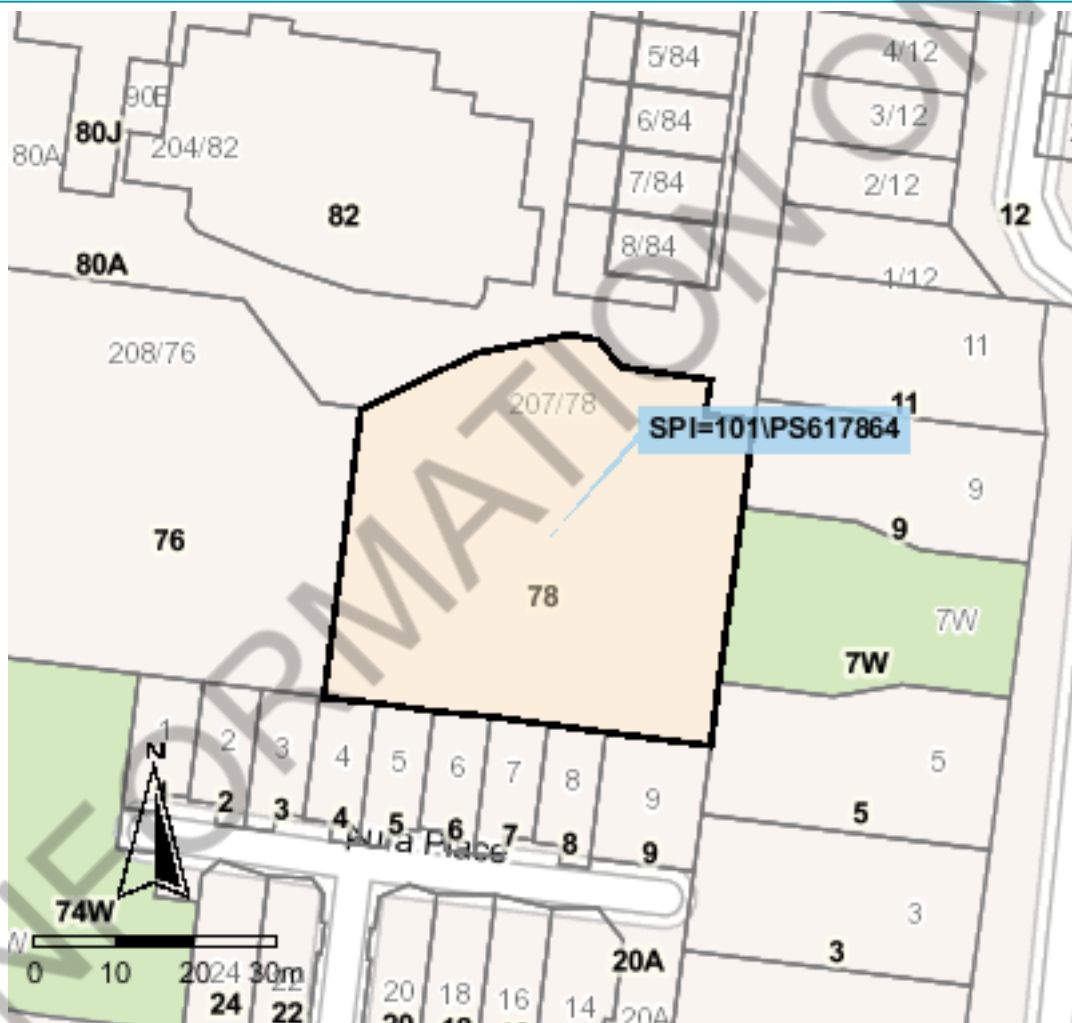
Ms. Lizzie Blandthorn MP
Minister for Planning

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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.

From www.planning.vic.gov.au at 16 September 2022 01:53 PM

PROPERTY DETAILS

Address: **207/78 EPPING ROAD EPPING 3076**
 Lot and Plan Number: **Lot 101 PS617864**
 Standard Parcel Identifier (SPI): **101\PS617864**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **954701**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 182 B6**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **MILL PARK**

OTHER

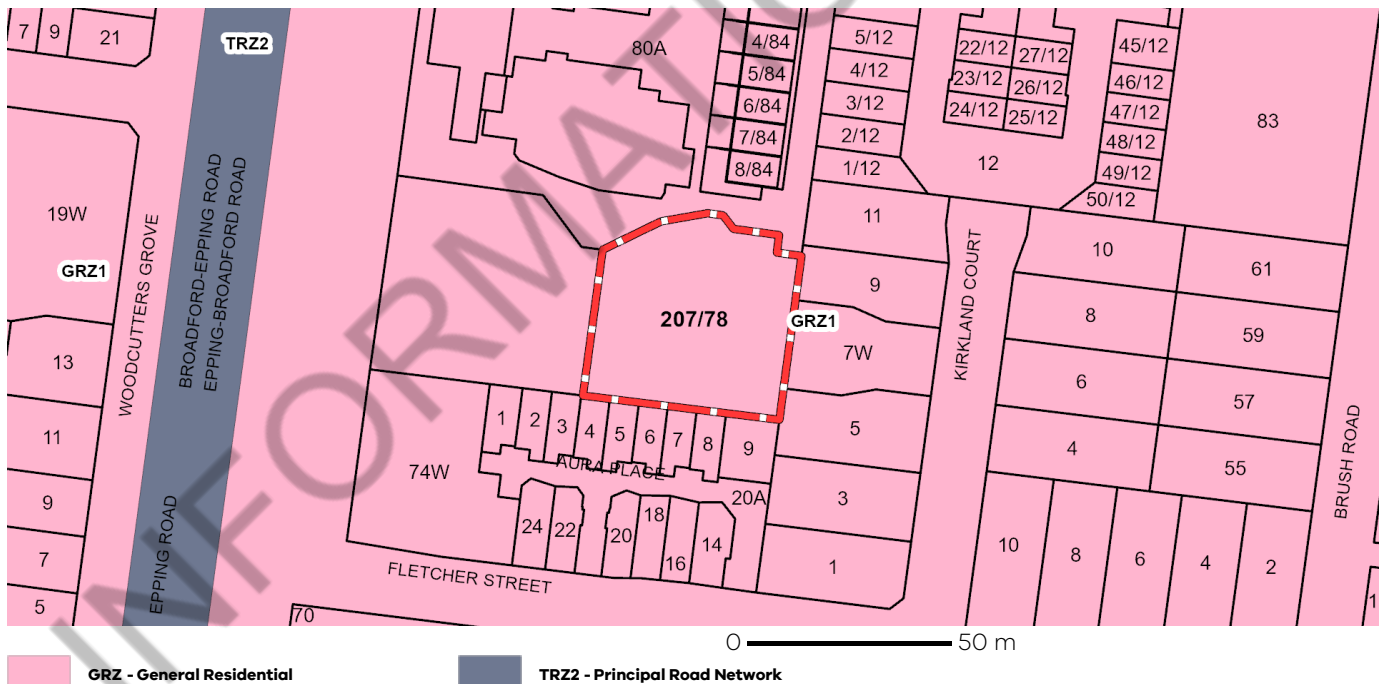
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)

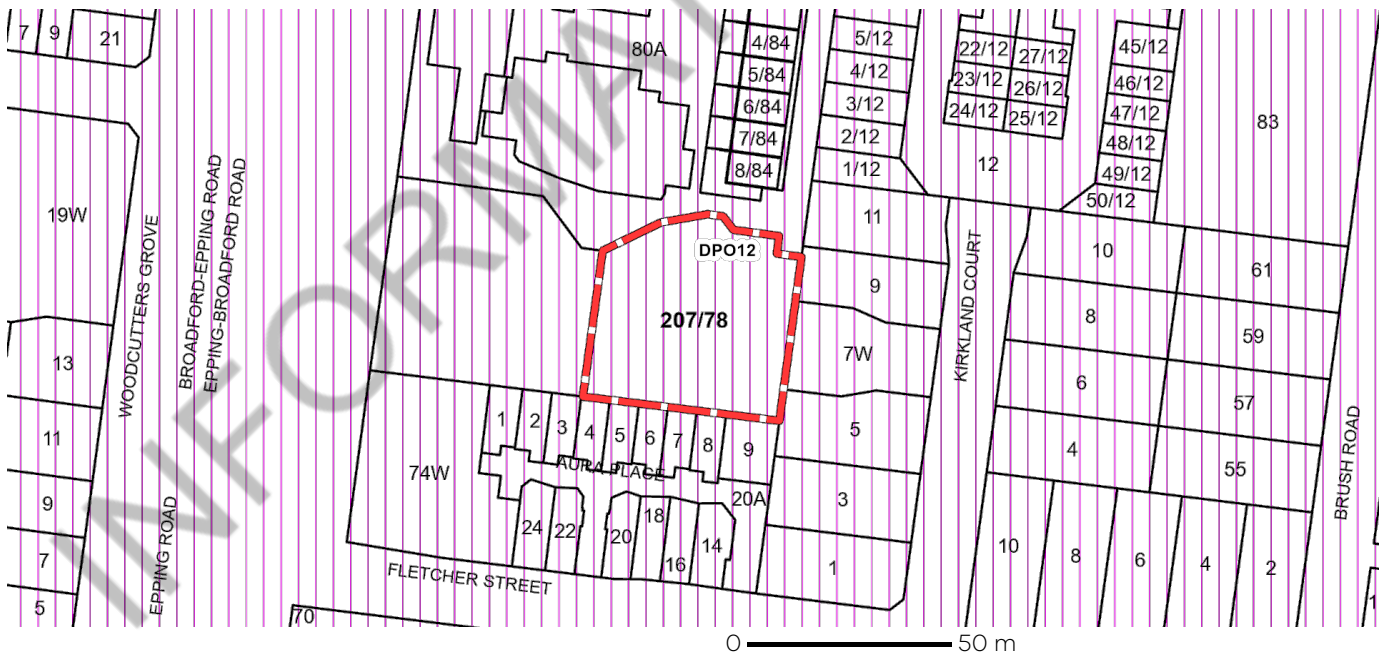


DCPO - Development Contributions Plan Overlay

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

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 12 \(DPO12\)](#)



DPO - Development Plan Overlay

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

Planning Overlays

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)



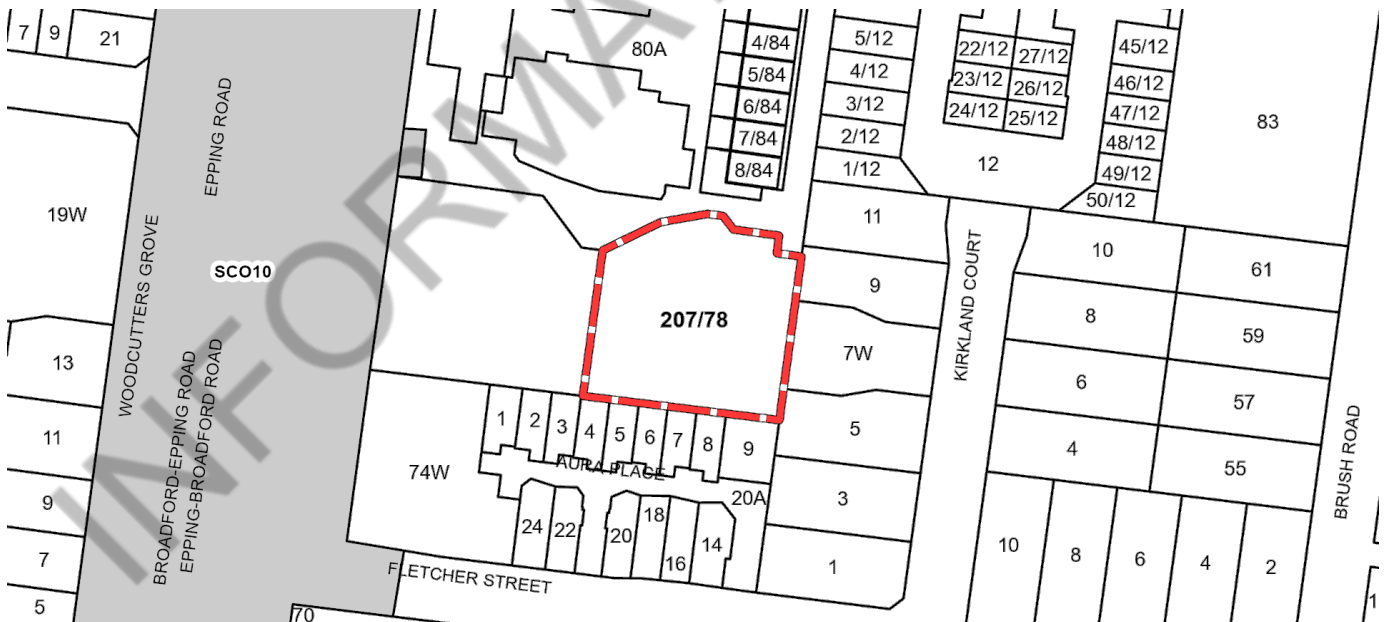
VPO - Vegetation Protection Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



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

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

Further Planning Information

Planning scheme data last updated on 14 September 2022.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

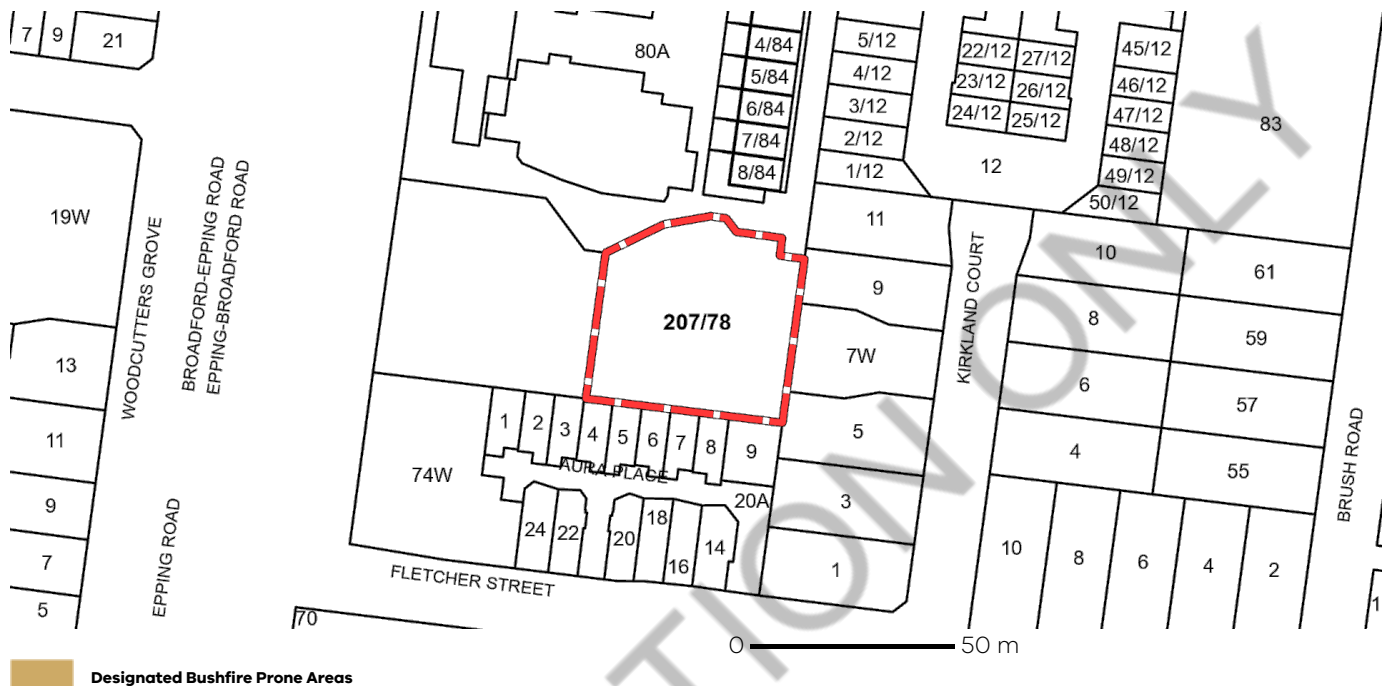
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(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://NatureKit%20(environment.vic.gov.au))

PROPERTY DETAILS

Address: **207/78 EPPING ROAD EPPING 3076**

Lot and Plan Number: **Lot 101 PS617864**

Standard Parcel Identifier (SPI): **101\PS617864**

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

Council Property Number: **954701**

Directory Reference: **Melway 182 B6**

www.whittlesea.vic.gov.au

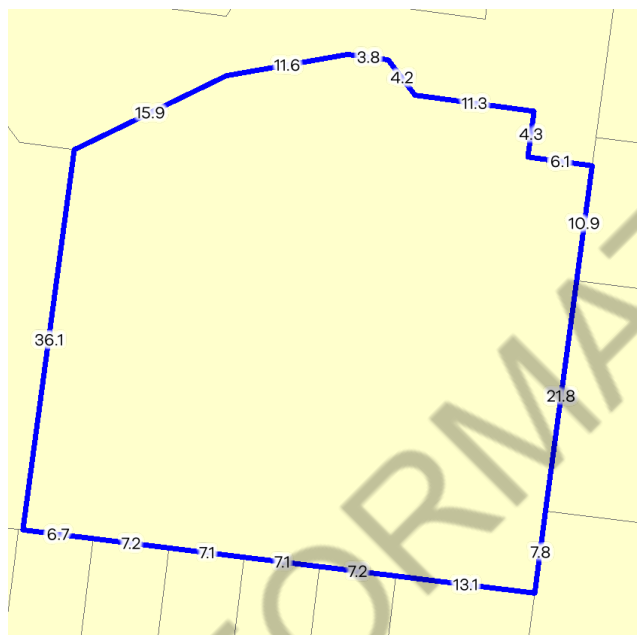
Note: There are 25 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

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

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>

SITE DIMENSIONS

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



Area: 2124 sq. m

Perimeter: 182 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **MILL PARK**

PLANNING INFORMATION

- Planning Zone** [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)
- Planning Overlay** [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 12 \(DPO12\)](#)
[VEGETATION PROTECTION OVERLAY \(VPO\)](#)
[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)

Planning scheme data last updated on 14 September 2022.

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>

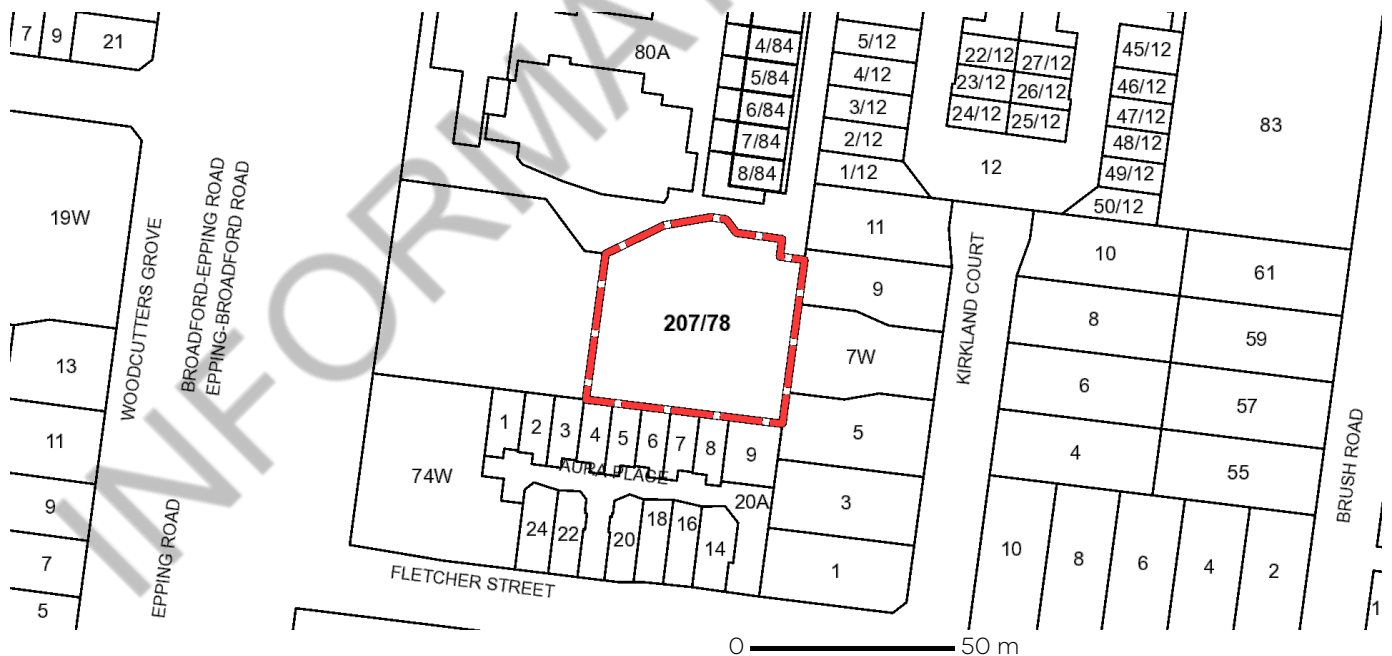
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For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Area Map



 Selected Property

26th September 2022

Zara Syed C/- LANDATA
LANDATA

Dear Zara Syed C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	78 EPPING ROAD EPPING 3076
Applicant	Zara Syed C/- LANDATA LANDATA
Information Statement	30724302
Conveyancing Account Number	7959580000
Your Reference	

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

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

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	207/78 EPPING ROAD EPPING 3076
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	207/78 EPPING ROAD EPPING 3076
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

Zara Syed C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4358711813
Rate Certificate No: 30724302

Date of Issue: 26/09/2022
Your Ref:

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 207/78 EPPING RD, EPPING VIC 3076	101\PS617864	5133928	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2022 to 30-09-2022	\$19.90	\$0.00
Residential Sewer Service Charge	01-07-2022 to 30-09-2022	\$113.69	\$0.00
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$0.00
Drainage Fee	01-07-2022 to 30-09-2022	\$27.65	\$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

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

Property Address	Lot & Plan	Property Number	Property Type
80E EPPING RD, EPPING VIC 3076	E\PS617864	1783020	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

Total Due \$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2022, Residential Water Usage is billed using the following step pricing system: 248.51 cents per kilolitre for the first 44 kilolitres; 316.53 cents per kilolitre for 44-88 kilolitres and 467.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Property No: 5133928

Address: UNIT 207/78 EPPING RD, EPPING VIC 3076

Water Information Statement Number: 30724302

HOW TO PAY



Biller Code: 314567
Ref: 43587118138

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

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.

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.