

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **UNIT 105, FLOOR 1, 86 EPPING ROAD, EPPING VIC 3076**

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

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/...../202

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

on/...../202

Print name(s) of person(s) signing: Anita Sareswati Nivedita Queay

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off 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 or within 3 clear business days **before or after** a publicly advertised auction;
- 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 have 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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

Name:	Harcourts Rata & Co			
Address:	1/337 Settlement Road, Thomastown, 3074 Victoria			
Email:	sold@rataandco.com.au			
Tel:	03 9436 6888	Mob: 0415 115 557	Fax:	Ref: Con Tsalkos

Vendor

Name:	Anita Saeswati Nivedita Queay
Address:	
ABN/ACN:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	National Conveyancing Solutions Pty. Ltd.			
Address:	PO Box 448, Northcote VIC 3070			
Email:	info@nationalconveyancingsolutions.com.au			
Tel:	0409 133 873	Fax:	DX:	Ref: HB: Queay

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:				
Address:				
Email:				
Tel:		Fax:	DX:	Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11367	Folio	529	58	PS617864Y

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 105, Floor 1, 86 Epping Road, Epping VIC 3076

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, fixtures and fittings as inspected

Payment (general condition 11)

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

GST (general condition 13)

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

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

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

Settlement (general condition 10)

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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

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

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

*residential tenancy agreement for a fixed term ending

OR

*periodic residential tenancy agreement determinable by notice

OR

*lease for a term ending on _____ with _____ options to renew, each of _____ years.

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount:

Approval date:

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

special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - 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.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- must not exceed 10% of the price; and
 - 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.
- 11.3 The purchaser must pay all money other than the deposit:
- to the vendor, or the vendor's legal practitioner or conveyancer; or
 - in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- up to \$1,000 in cash; or
 - by cheque drawn on an authorised deposit-taking institution; or
 - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- 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
 - 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.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 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.

Special condition 2 – Acceptance of title

General condition 12.4 is added:

- 12.4 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.

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- the price includes GST; or
 - the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus

GST" or under general condition 13.1(a), (b) or (c),
the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST,
until a tax invoice has been provided.

Special condition 4 – Adjustments

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

Special condition 5 - Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general 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 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.
- 15A.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.
- 15A.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.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.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.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 5A – GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.

- 15B.2 This general condition 15B 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 general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.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.
- 15B.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 general condition; and
 - (b) ensure that the representative does so.
- 15B.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 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.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.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.
- 15B.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 general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.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.
- 15B.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.
- 15B.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.
- 15B.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.
- 15B.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 general condition 15B.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.

15B.12 This general condition will not merge on settlement.

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 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.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

Special condition 8 – Electronic conveyancing

- 8.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 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.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions 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 lodgment.
- 8.7 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 special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 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 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 Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) “deposit bond” means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) “issuer” means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

Special condition 10 – Bank guarantee

- 10.1 In this special 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)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor’s legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 10.4 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 special condition 10.3.
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

Special condition 11 – Building report

- 11.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special 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.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

Special condition 12 – Pest report

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special 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.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

Special Condition 13: Condition of the Property

- 13.1 The Purchaser warrants to the vendor that as a result of the Purchasers inspections and enquiries concerning the property, the Purchaser is satisfied with the conditions, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 13.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 13.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendors title and the Purchaser must not delay settlement or refuse to settle or make any requisition or claim any compensation from the Vendor on that ground.
- 13.4 The Purchaser acknowledges that if there is swimming pool or spa on the property which is or may be required to be fenced by building regulations, the Purchaser must comply, at the Purchasers cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnifies the Vendor on and from the day of sale in respect of all orders or requirements under the building regulations.
- 13.5 The Purchaser shall accept the property with its current amenities, and it shall be assumed that all fittings at settlement are in the same condition as at date of sale, and the purchaser shall accept same without requiring any repair or compensation, and general condition 24.4 to 24.6 are deleted.

**Special condition 14 – Default**

In the event that the Purchaser fails to complete the purchase of the Property on the date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue defined in the Contract ("the due date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract;

- a) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance
- b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the Due Date.
- c) Accommodation expenses necessarily incurred by the Vendor
- d) Legal costs and expenses as between the Vendor's solicitor/conveyancer and the Vendor
- e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendors purchase.

**Special condition 15- Subject to Finance**

In the even the contract is subject to finance and the finance is not approved, the said purchaser/s and or their representative must provide the vendors representative a letter on purchasers Bank/Lender letterhead confirming loan not approved on the approval date or within 2 clear business days after the approval date or any later date allowed by the vendor.

GUARANTEE and INDEMNITY

I/We, of

And of

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

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

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

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED by the said)
)
 Print Name.....)
 Director (Sign)

in the presence of:)
)
 Witness.....)

SIGNED by the said)
)
 Print Name.....)
 Director (Sign)

in the presence of:)
)
 Witness.....)

General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 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.
- 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(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.

- 7.11 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.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. 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.

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 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 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.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) 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
 - (b) if 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
 - (c) if 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.
- 13.2 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 the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

14. LOAN

14.1 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.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

15.1 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.

15.2 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.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

17.1 Any document sent by—

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) 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*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. 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.

20. 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.

21. NOTICES

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. 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.

23. TERMS CONTRACT

23.1 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.

23.2 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.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 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 24.2 at settlement.

24.5 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.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. DEFAULT NOTICE

27.1 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.

27.2 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.

28. DEFAULT NOT REMEDIED

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

Vendor GST Withholding Notice

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

To: Purchaser
From: Anita Sareshwathi Nivedita Queay,

Property Address: 105/86 Epping Road, Epping VIC
Lot: 58 Plan of subdivision: PS617864Y

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

Dated: 19/12/2025

Signed for and on behalf of the Vendor: *National Conveyancing Solutions Pty. Ltd.*

INFORMATION ONLY

Vendor Statement

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

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

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

Land	UNIT 105, FLOOR 1, 86 EPPING ROAD, EPPING VIC
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Vendor's name	Anita Sareswati Nivedita Queay	Date	/ /
Vendor's signature	_____		

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

1. FINANCIAL MATTERS

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

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

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. The purchaser may be responsible for land tax upon the property as the result of the purchase.

1.2 Terms Contract

This section 1.2 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.3 Sale Subject to Mortgage

This section 1.3 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

1.4 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

3.2 **Road Access**

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

3.1 **Designated Bushfire Prone Area**

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

3.2 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

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

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

Are contained in the attached certificates and/or statements

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

The purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser may have to have the service reconnected at the Purchasers expense.

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 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):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11367 FOLIO 529

Security no : 124130972337S
Produced 23/12/2025 08:54 AM

LAND DESCRIPTION

Lot 58 on Plan of Subdivision 617864Y.
PARENT TITLE Volume 11218 Folio 613
Created by instrument PS617864Y/D3 01/08/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ANITA SARESWATI NIVEDITA QUEAY of "WARATAH GARDENS" UNIT 105 FLOOR 1 86
EPPING ROAD EPPING VIC 3076
AV483736V 31/03/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV483737T 31/03/2022
NATIONAL AUSTRALIA BANK LTD

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: "WARATAH GARDENS" UNIT 105 FLOOR 1 86 EPPING ROAD EPPING VIC
3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 31/03/2022

OWNERS CORPORATIONS

The land in this folio is affected by

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

OWNERS CORPORATION 1 PLAN NO. PS617864Y
OWNERS CORPORATION 3 PLAN NO. PS617864Y

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	23/12/2025 08:54

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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. 01 / 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 *Markinson* DATE 21/12/08

REF 2736 PS VERSION F

Markinson
 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>
-----------------------------------	------------------------	---------------------------------	--

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

R2
14.00m²

HH
739m²

RESERVE NO.1
4.7m²

R1
1189m²

R3
553m²

COMMON PROPERTY NO. 1
3971m²

COMMON PROPERTY NO.1
174.43

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 1:600
SHEET SIZE A3

SCALE
0 10 20 40 60
LENGTHS ARE IN METRES

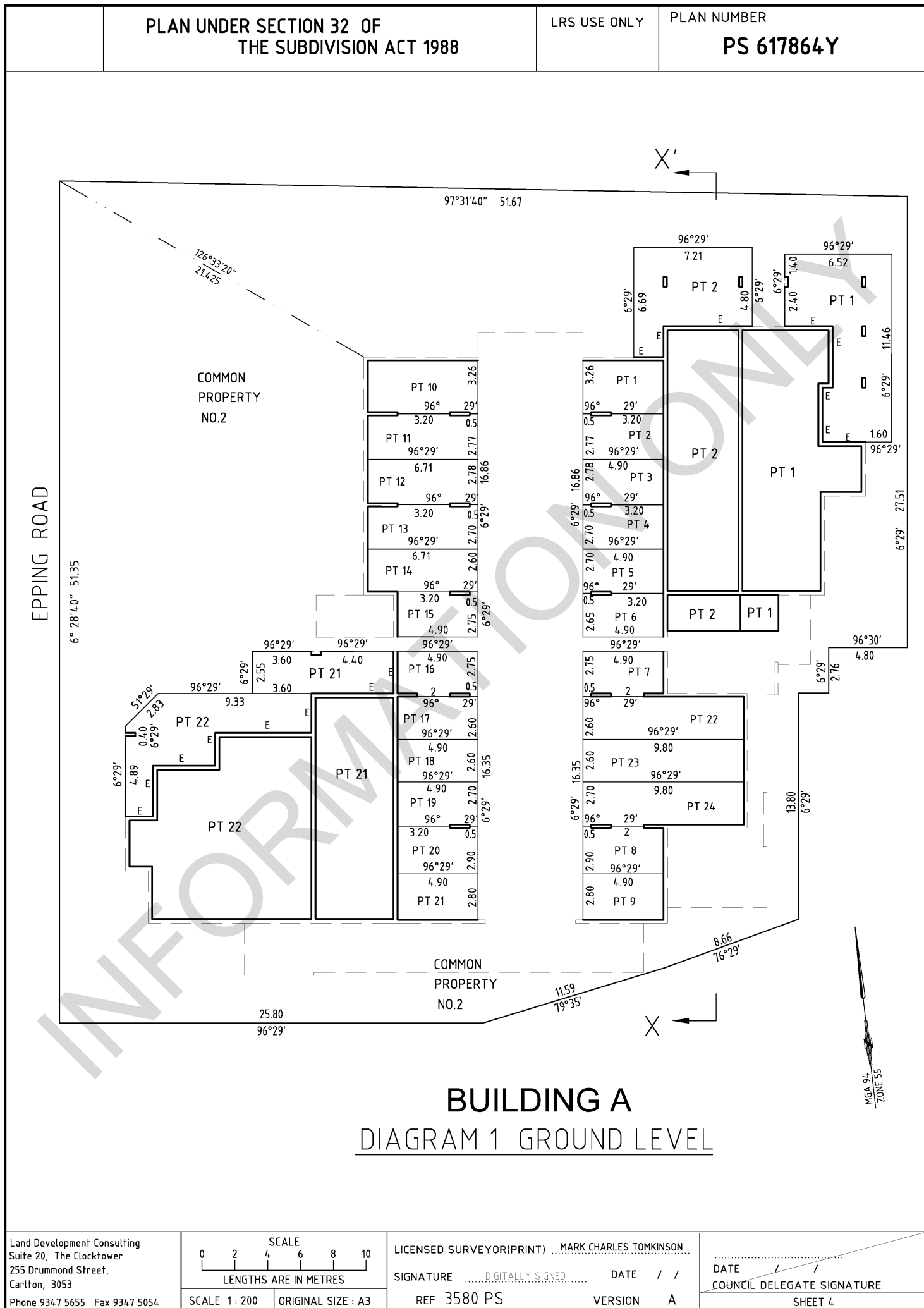
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

LRS USE ONLY

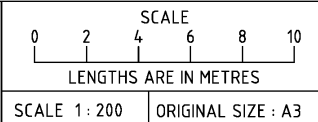
PLAN NUMBER

PS 617864Y



BUILDING A
DIAGRAM 1 GROUND LEVEL

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Carlton, 3053
Phone 9347 5655 Fax 9347 5054



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SIGNATURE DIGITALLY SIGNED DATE / /
REF 3580 PS VERSION A

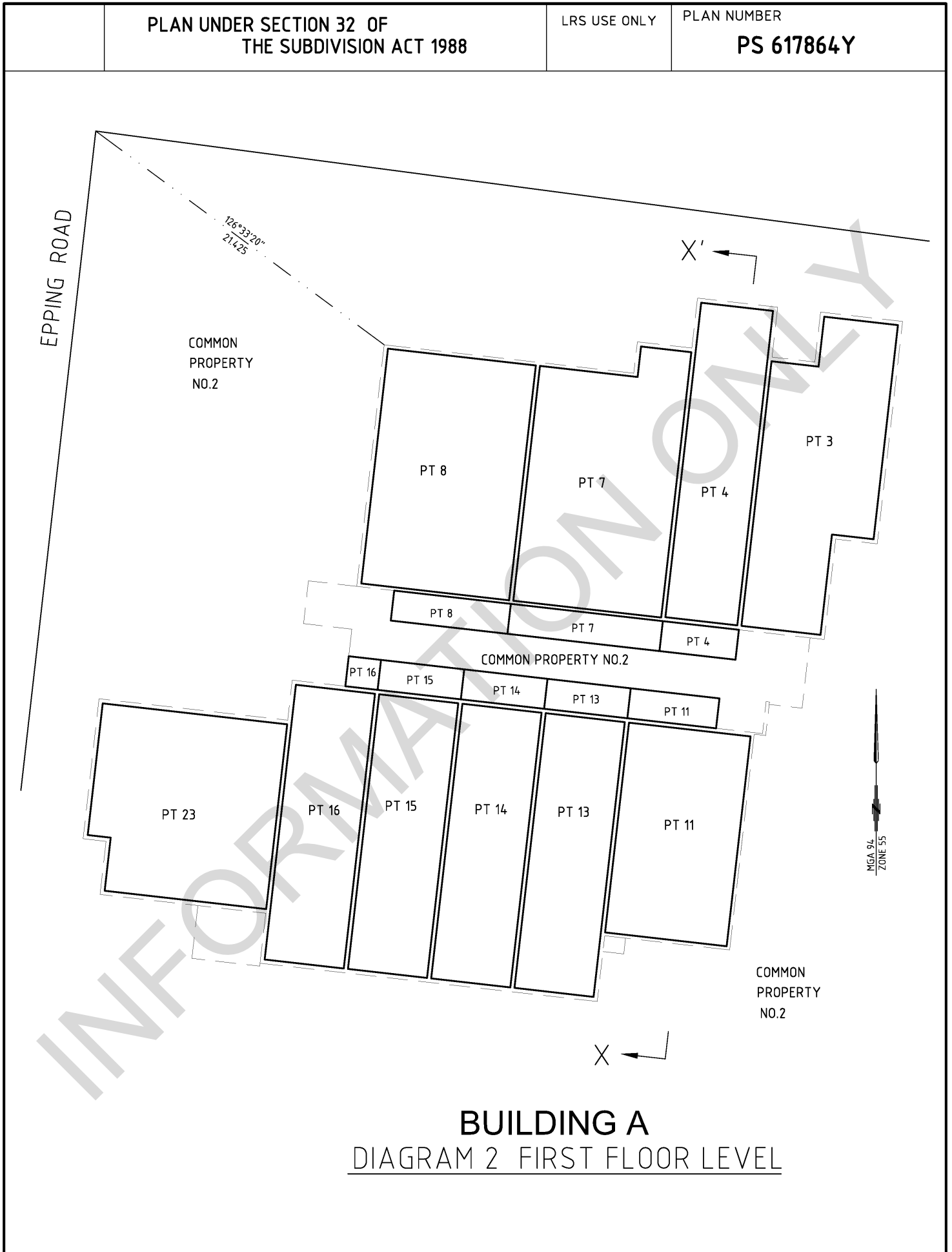
DATE / /
COUNCIL DELEGATE SIGNATURE
SHEET 4

PLAN UNDER SECTION 32 OF
THE SUBDIVISION ACT 1988

LRS USE ONLY

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

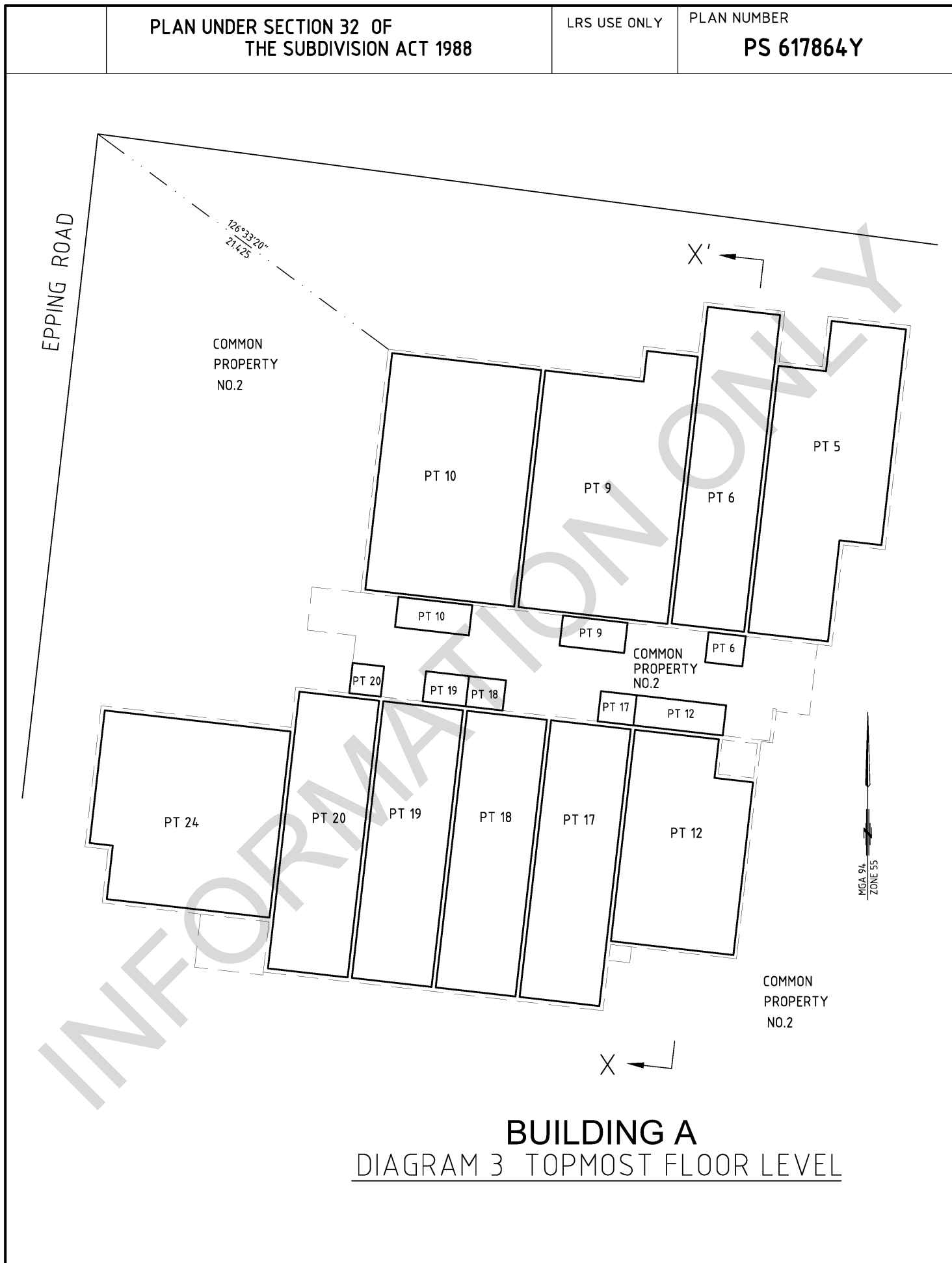
DATE / /
COUNCIL DELEGATE SIGNATURE
SHEET 5

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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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 6

PLAN OF SUBDIVISION

LRS USE ONLY

PLAN NUMBER

PS 617864Y

COMMON PROPERTY NO.2

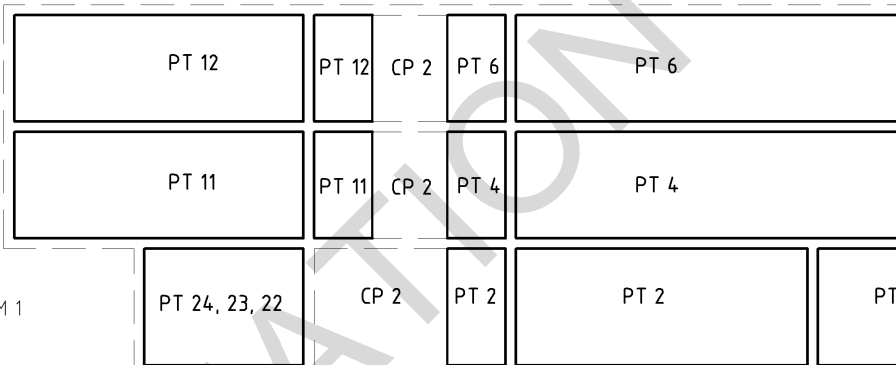
SOUTHERN BOUNDARY OF BUILDING A

NORTHERN BOUNDARY OF BUILDING A

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



X SITE LEVEL

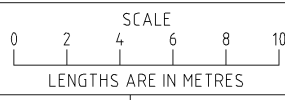
X' SITE LEVEL

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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Phone 9347 5655 Fax 9347 5054



LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 3580 PS

VERSION A

DATE / /
COUNCIL DELEGATE SIGNATURE

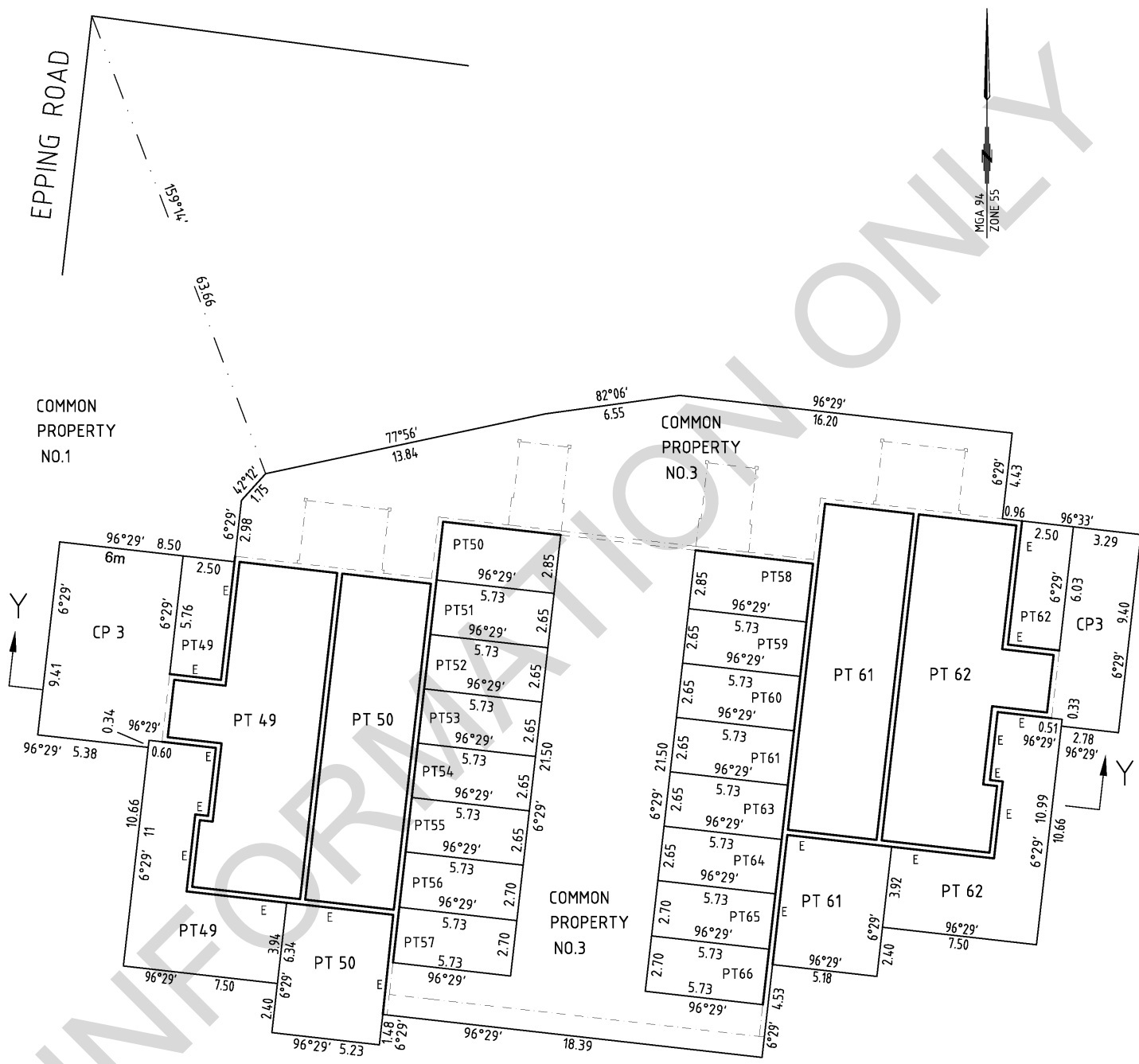
SHEET 7

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

LRS USE ONLY

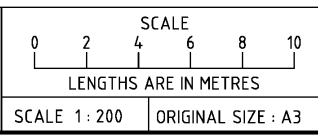
PLAN NUMBER

PS 617864Y



BUILDING B
DIAGRAM 4 - GROUND LEVEL

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



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

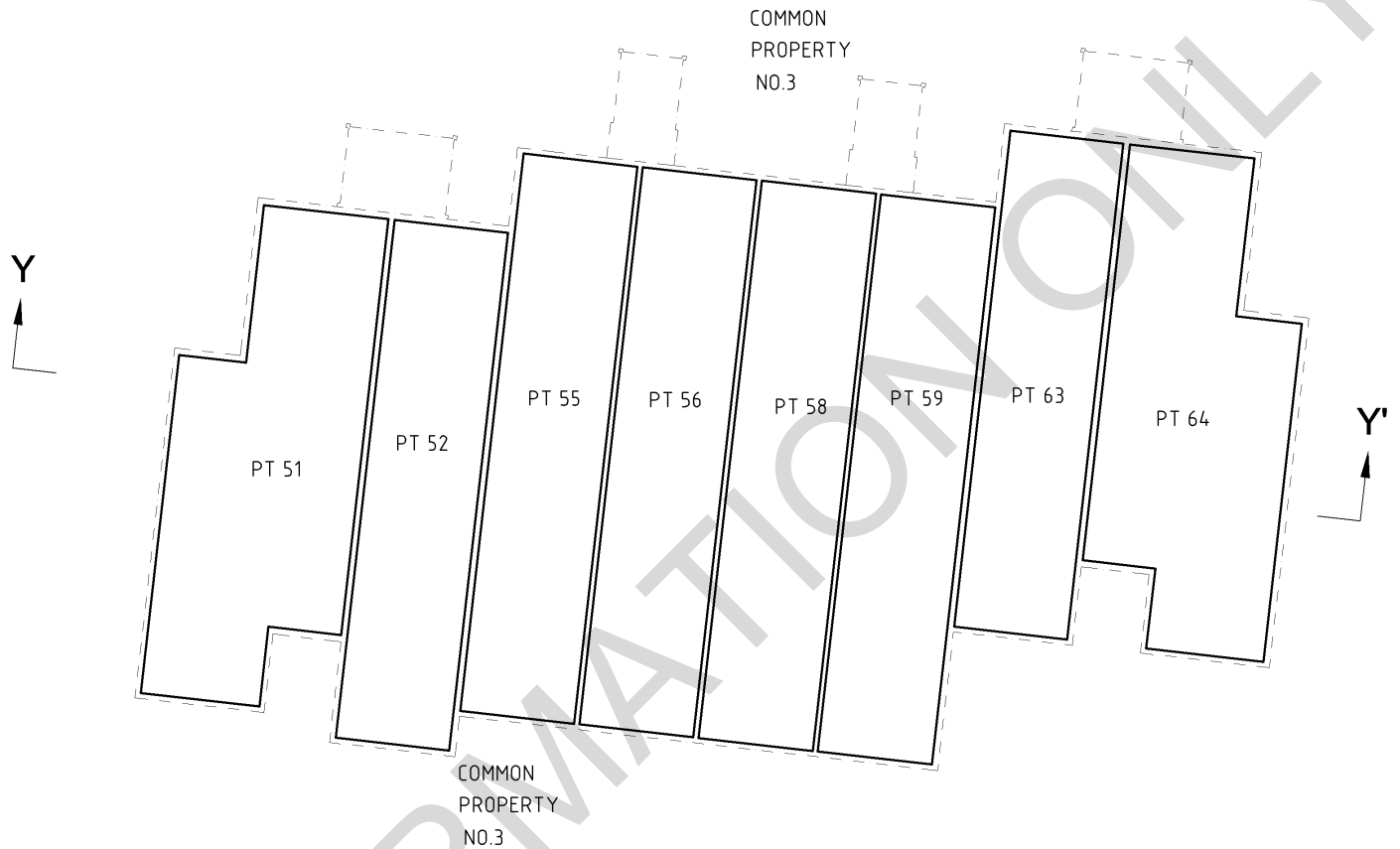
DATE / /
COUNCIL DELEGATE SIGNATURE
SHEET 8

PLAN OF SUBDIVISION

LRS USE ONLY

PLAN NUMBER

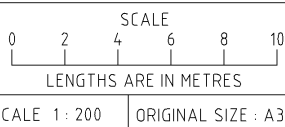
PS 617864Y



BUILDING B
DIAGRAM 5 - FIRST FLOOR LEVEL



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 Suite 20, The Clocktower
 255 Drummond Street,
 Carlton, 3053
 Phone 9347 5655 Fax 9347 5054



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

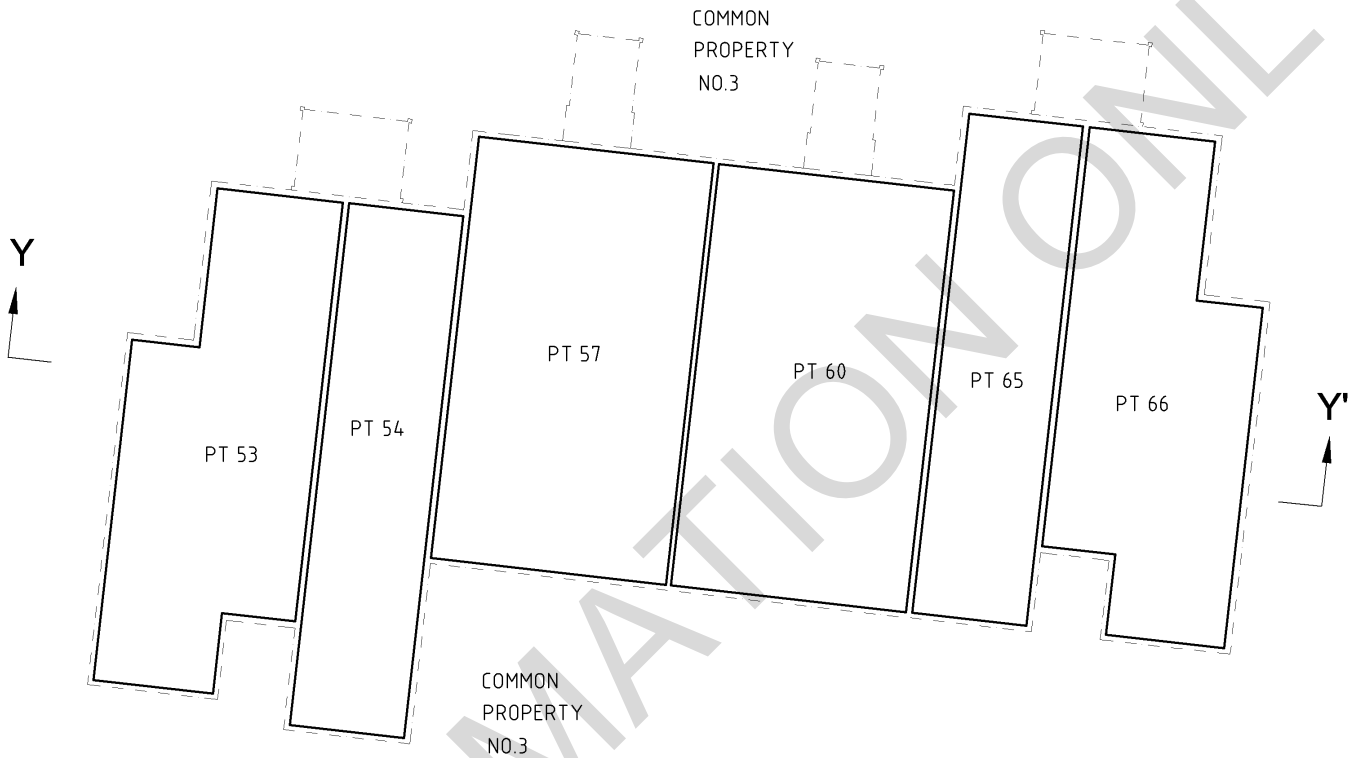
DATE / /
 COUNCIL DELEGATE SIGNATURE
SHEET 9

PLAN OF SUBDIVISION

LRS USE ONLY

PLAN NUMBER

PS 617864Y

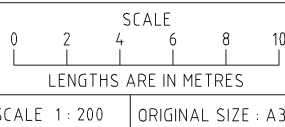


BUILDING B

DIAGRAM 6 - TOPMOST FLOOR LEVEL



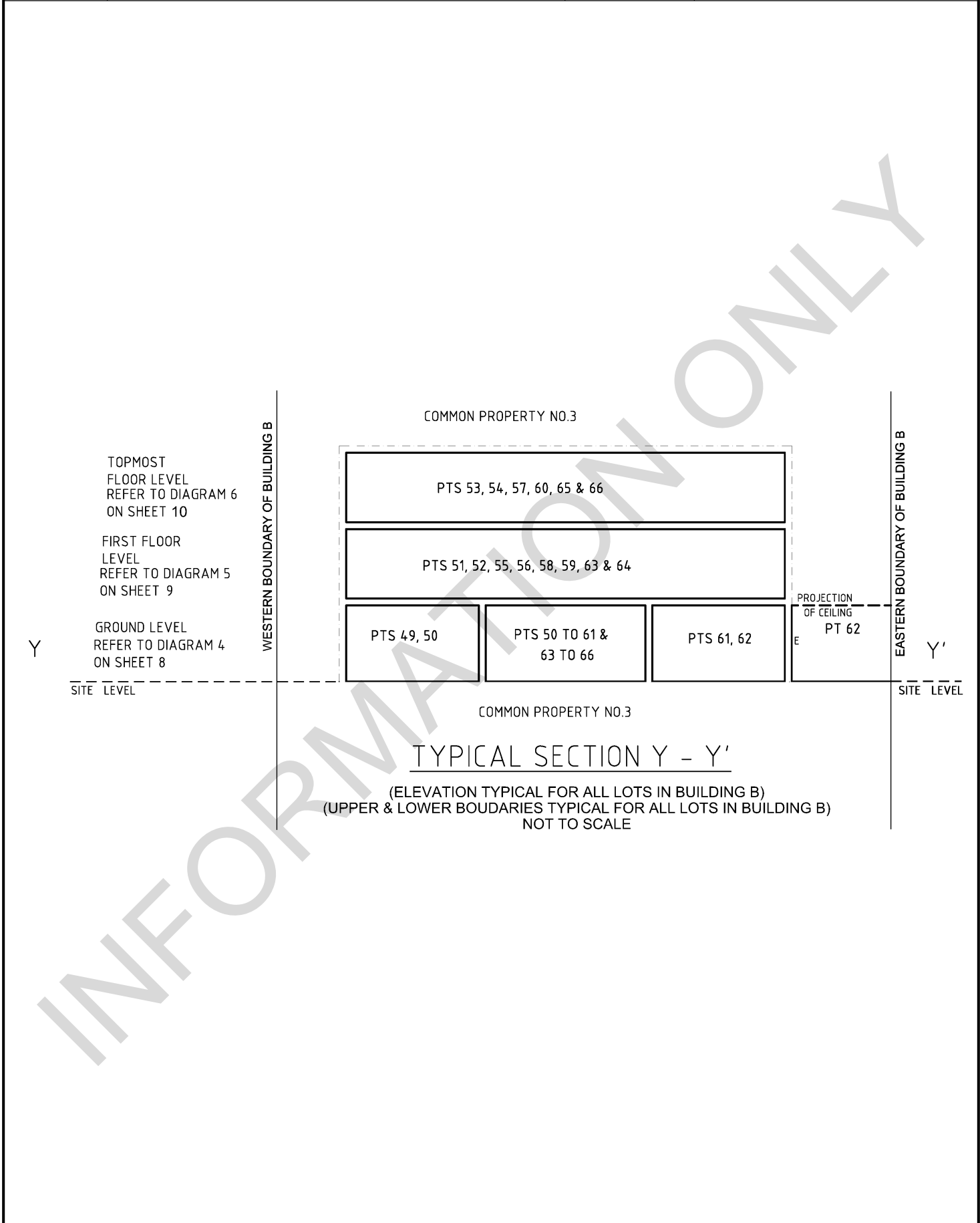
Land Development Consulting
Suite 20, The Clocktower
255 Drummond Street,
Carlton, 3053
Phone 9347 5655 Fax 9347 5054



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

DATE / /
COUNCIL DELEGATE SIGNATURE
SHEET 10

<p align="center">PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988</p>	<p>LRS USE ONLY</p>	<p>PLAN NUMBER PS 617864Y</p>
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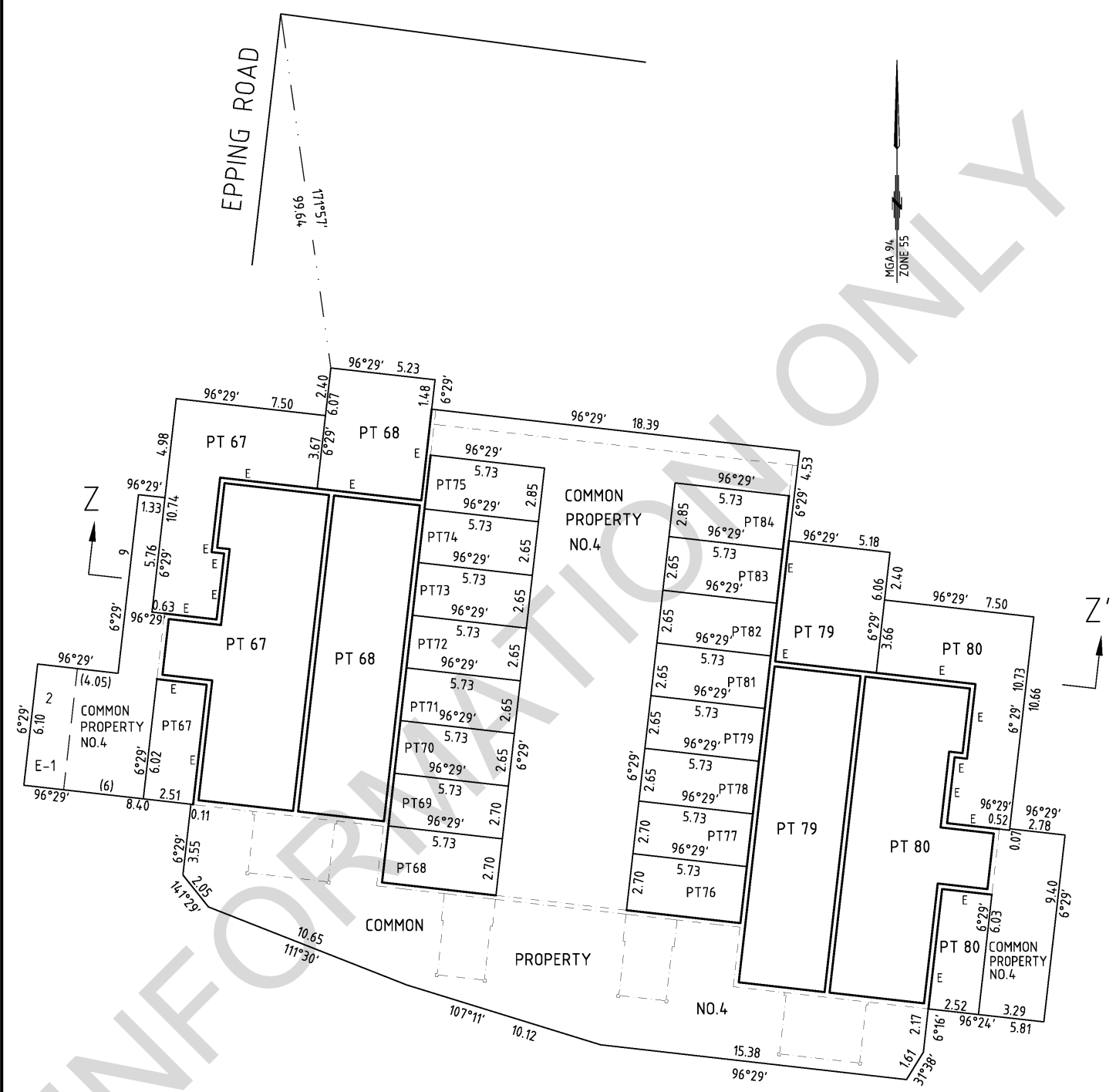
<p>Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054</p>	<p align="center">SCALE 0 2 4 6 8 10 LENGTHS ARE IN METRES</p> <p>SCALE 1 : 200 ORIGINAL SIZE : A3</p>	<p>LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON SIGNATURE DIGITALLY SIGNED DATE / / REF 3604 PS VERSION C</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE SHEET 11</p>
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PLAN UNDER SECTION 32 OF
THE SUBDIVISION ACT 1988

LRS USE ONLY

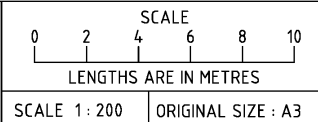
PLAN NUMBER

PS 617864Y



BUILDING F
DIAGRAM 7 - GROUND LEVEL

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 DIGITALLY SIGNED DATE / /
REF 3605 PS VERSION C

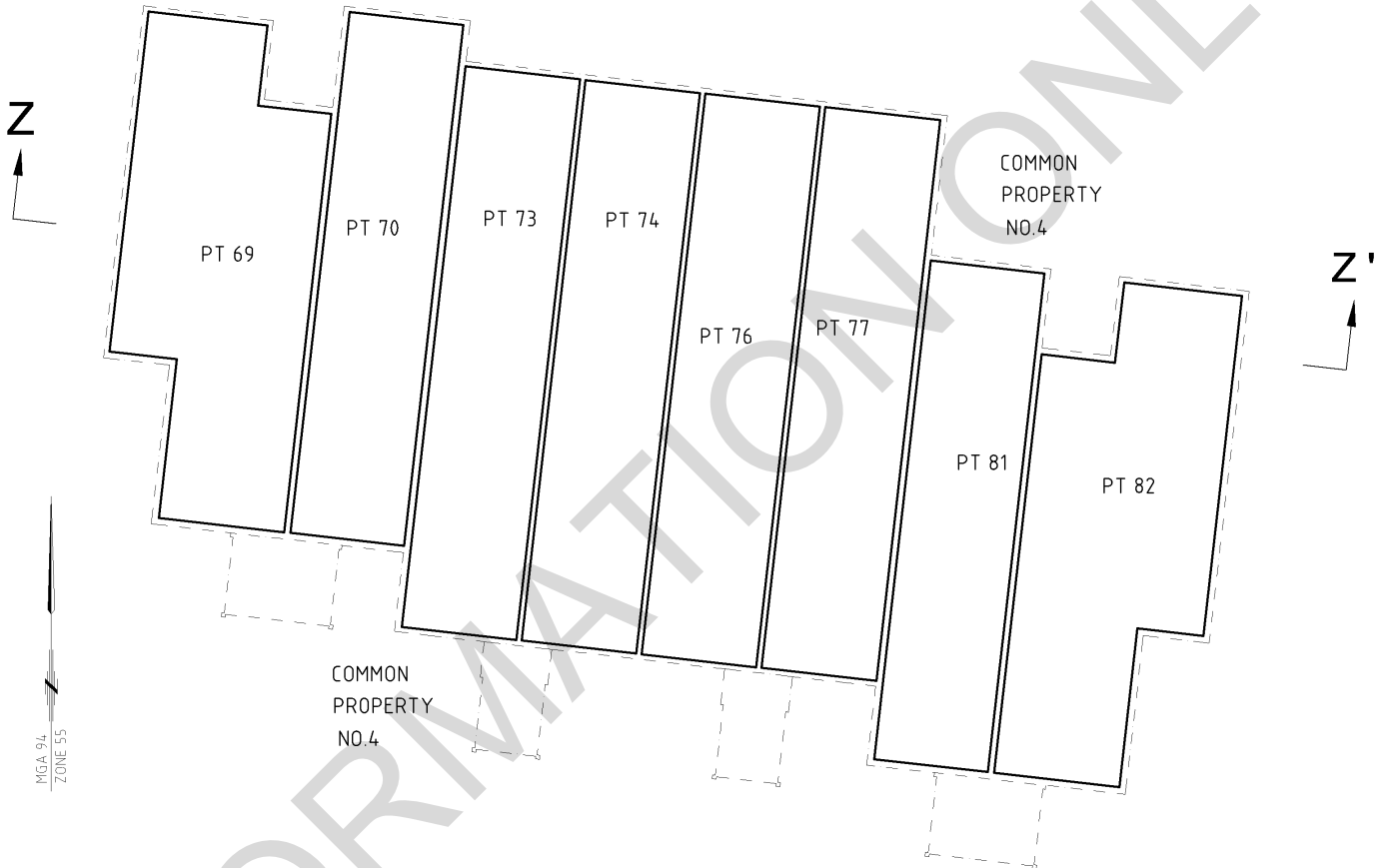
DATE / /
COUNCIL DELEGATE SIGNATURE
SHEET 12

PLAN OF SUBDIVISION

LRS USE ONLY

PLAN NUMBER

PS 617864Y



BUILDING F
DIAGRAM 8 - FIRST FLOOR LEVEL

Land Development Consulting
Suite 20, The Clocktower
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 3605 PS

VERSION C

DATE / /
COUNCIL DELEGATE SIGNATURE

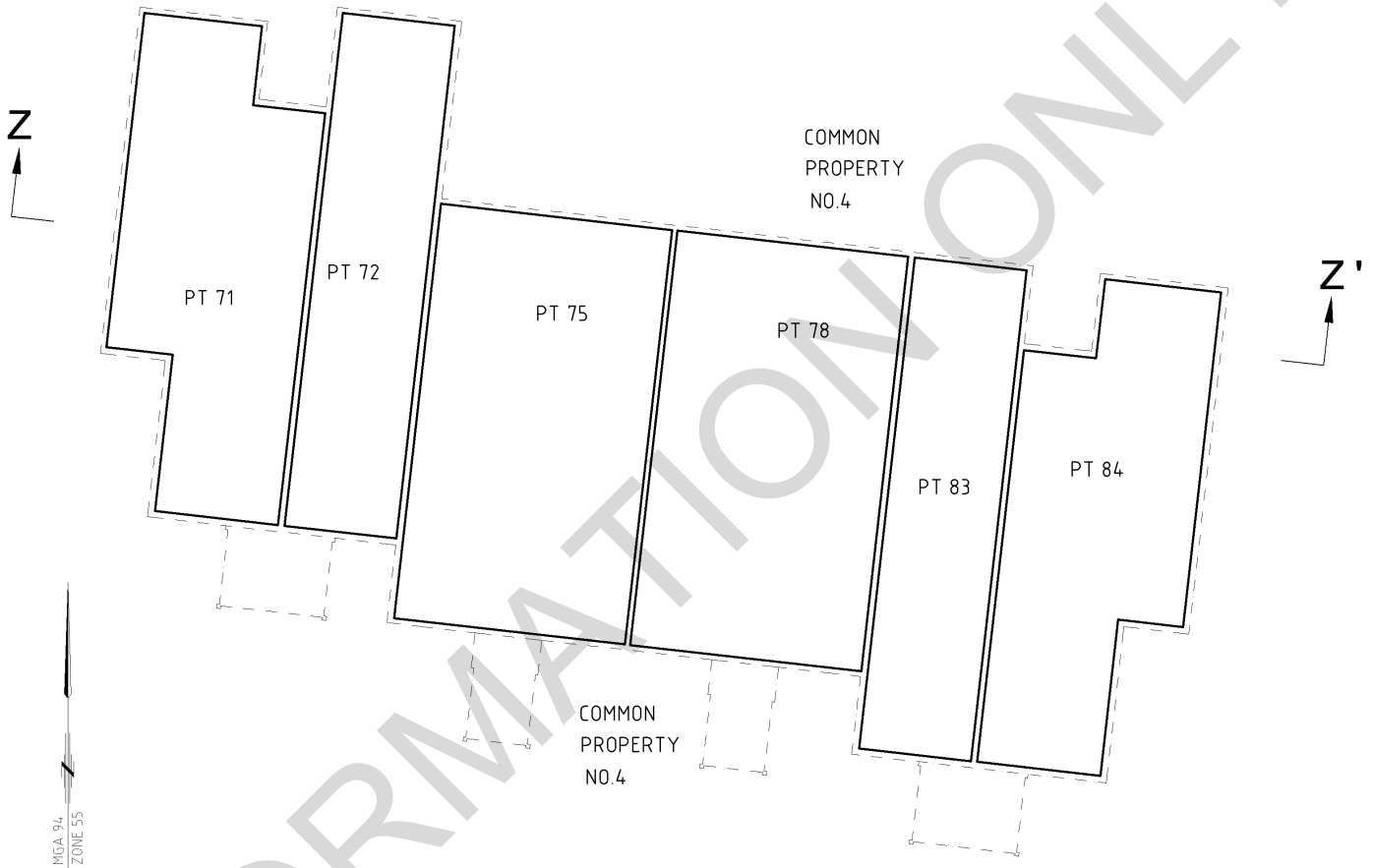
SHEET 13

PLAN OF SUBDIVISION

LRS USE ONLY

PLAN NUMBER

PS 617864Y



BUILDING F
DIAGRAM 9 - TOPMOST FLOOR LEVEL

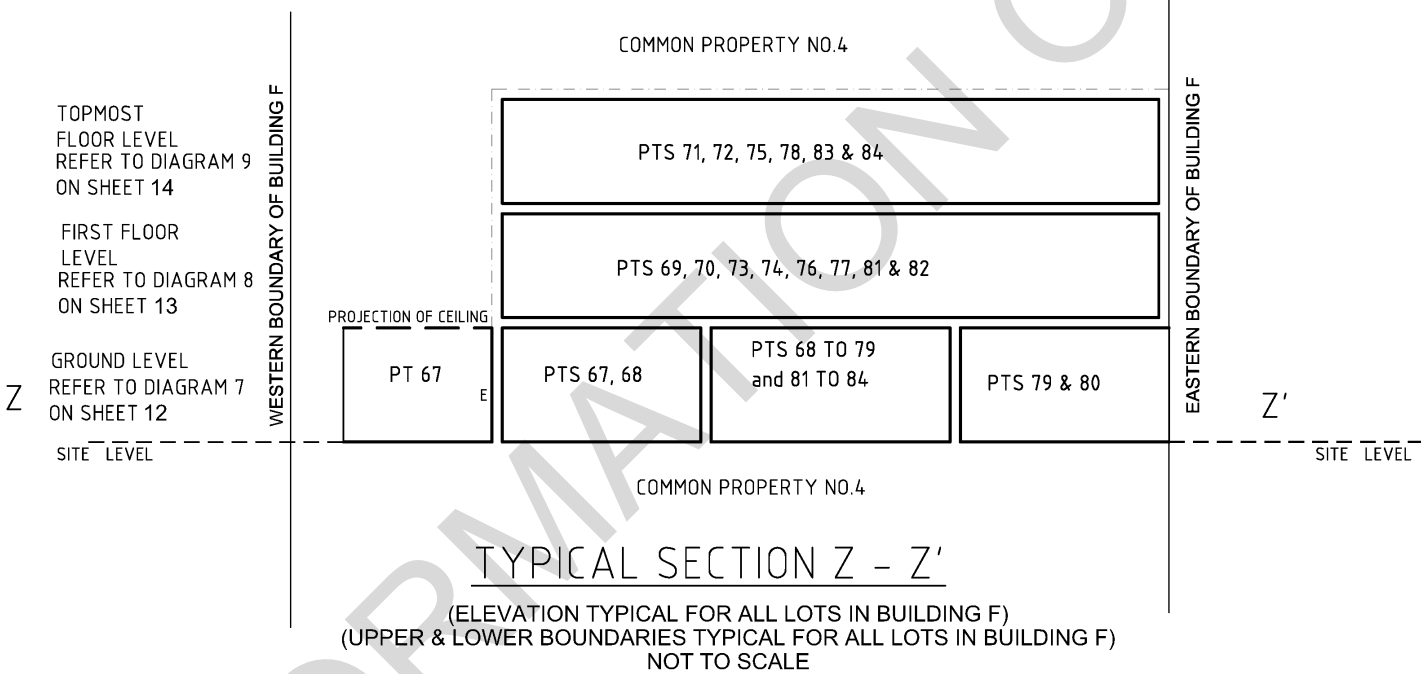
Land Development Consulting
 Suite 20, The Clocktower
 255 Drummond Street,
 Carlton, 3053
 Phone 9347 5655 Fax 9347 5054

SCALE
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 LENGTHS ARE IN METRES
 SCALE 1:200 ORIGINAL SIZE: A3

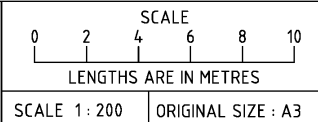
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 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 3605 PS VERSION C

DATE / /
 COUNCIL DELEGATE SIGNATURE
SHEET 14

<p align="center">PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988</p>	<p>LRS USE ONLY</p>	<p>PLAN NUMBER PS 617864Y</p>
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255 Drummond Street,
Carlton, 3053
Phone 9347 5655 Fax 9347 5054



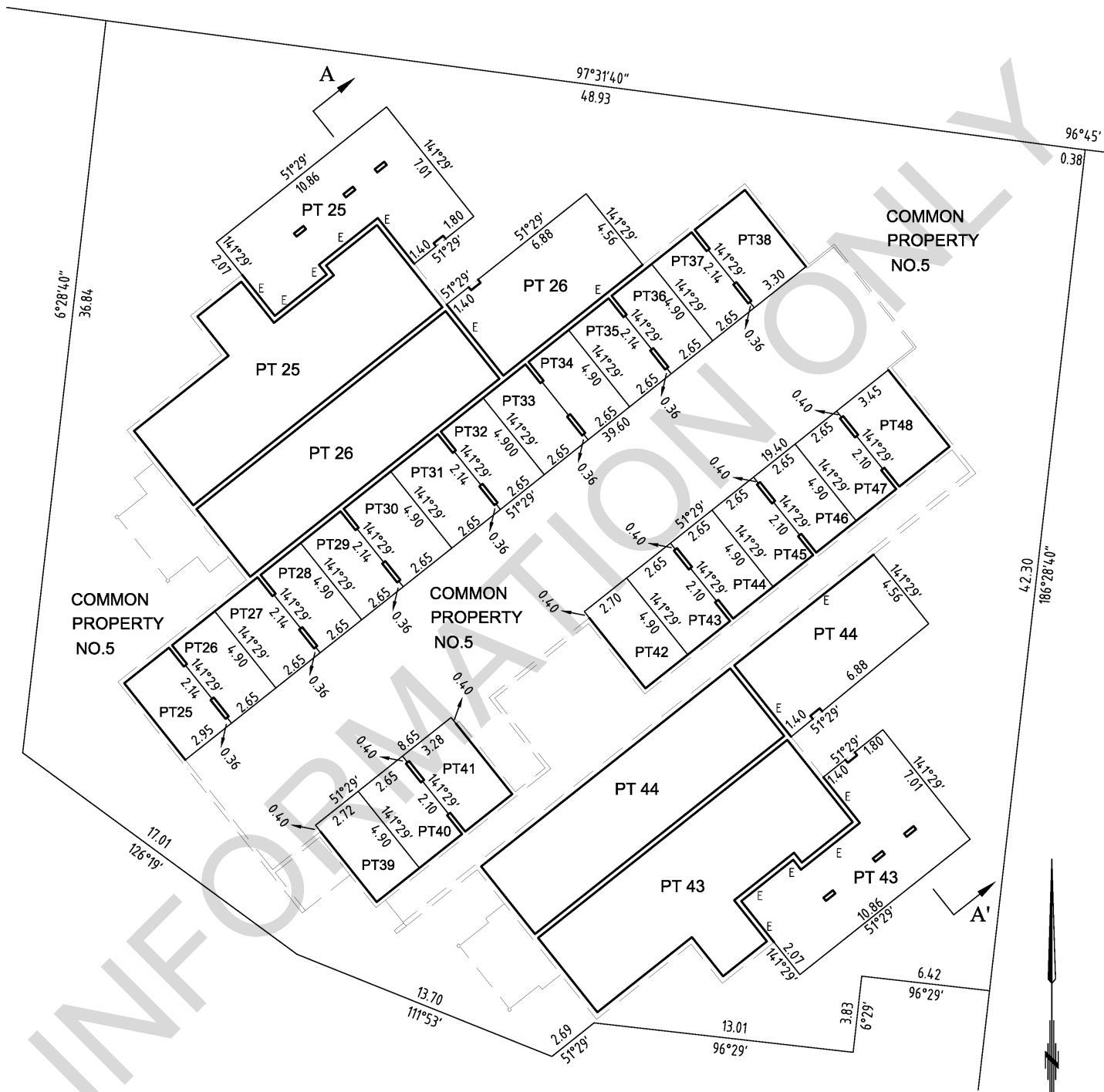
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SIGNATURE DIGITALLY SIGNED DATE / /
REF 3605 PS VERSION C

DATE / /
COUNCIL DELEGATE SIGNATURE
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

Land Development Consulting
Suite 20, The Clocktower
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

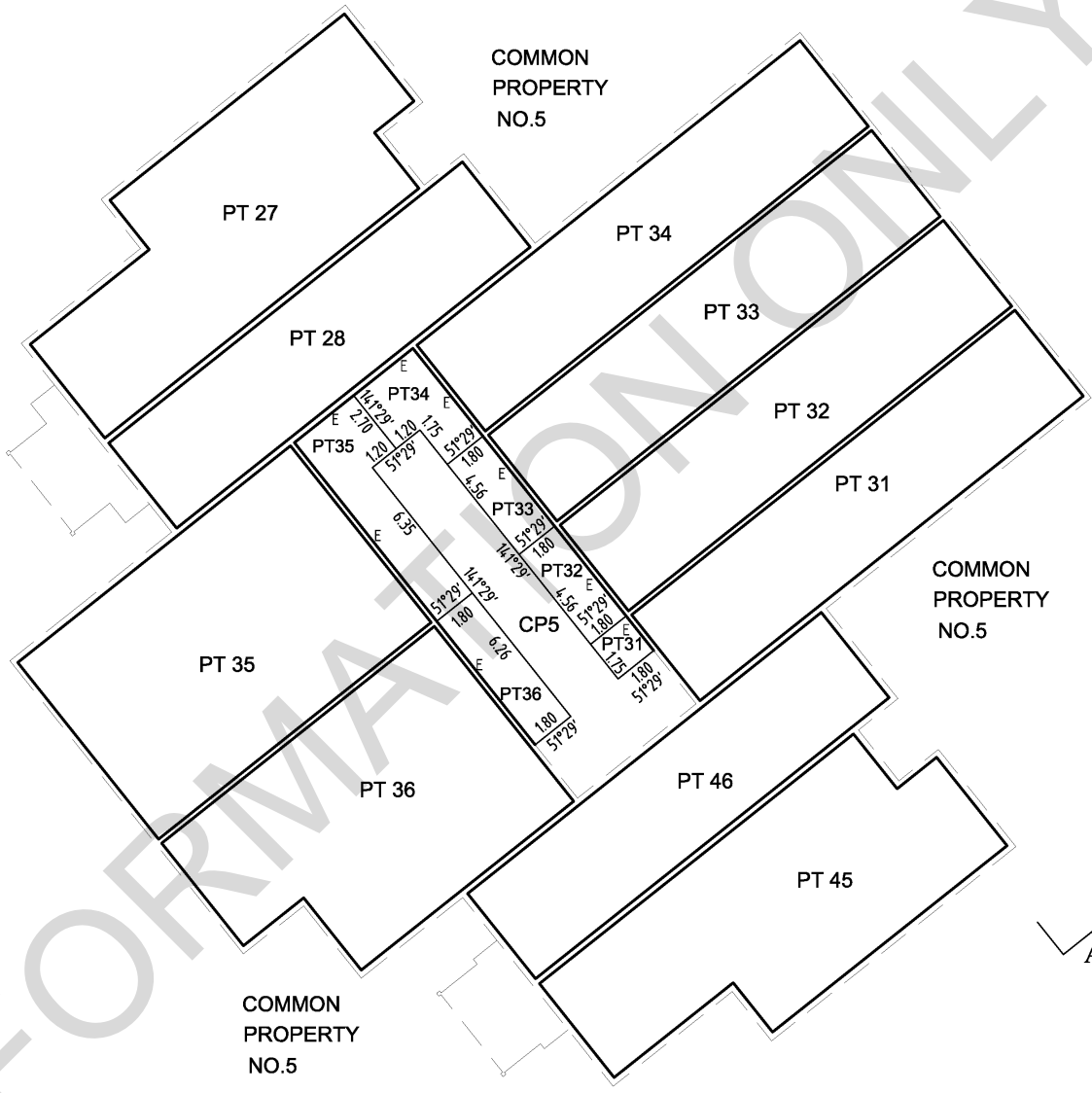
DATE / /

COUNCIL DELEGATE SIGNATURE

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

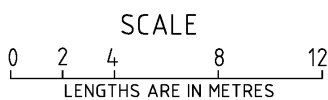
LRS USE ONLY
EDITION

PLAN NUMBER
PS 617864Y



BUILDING C
DIAGRAM 11 - FIRST FLOOR LEVEL

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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 17

DATE / /

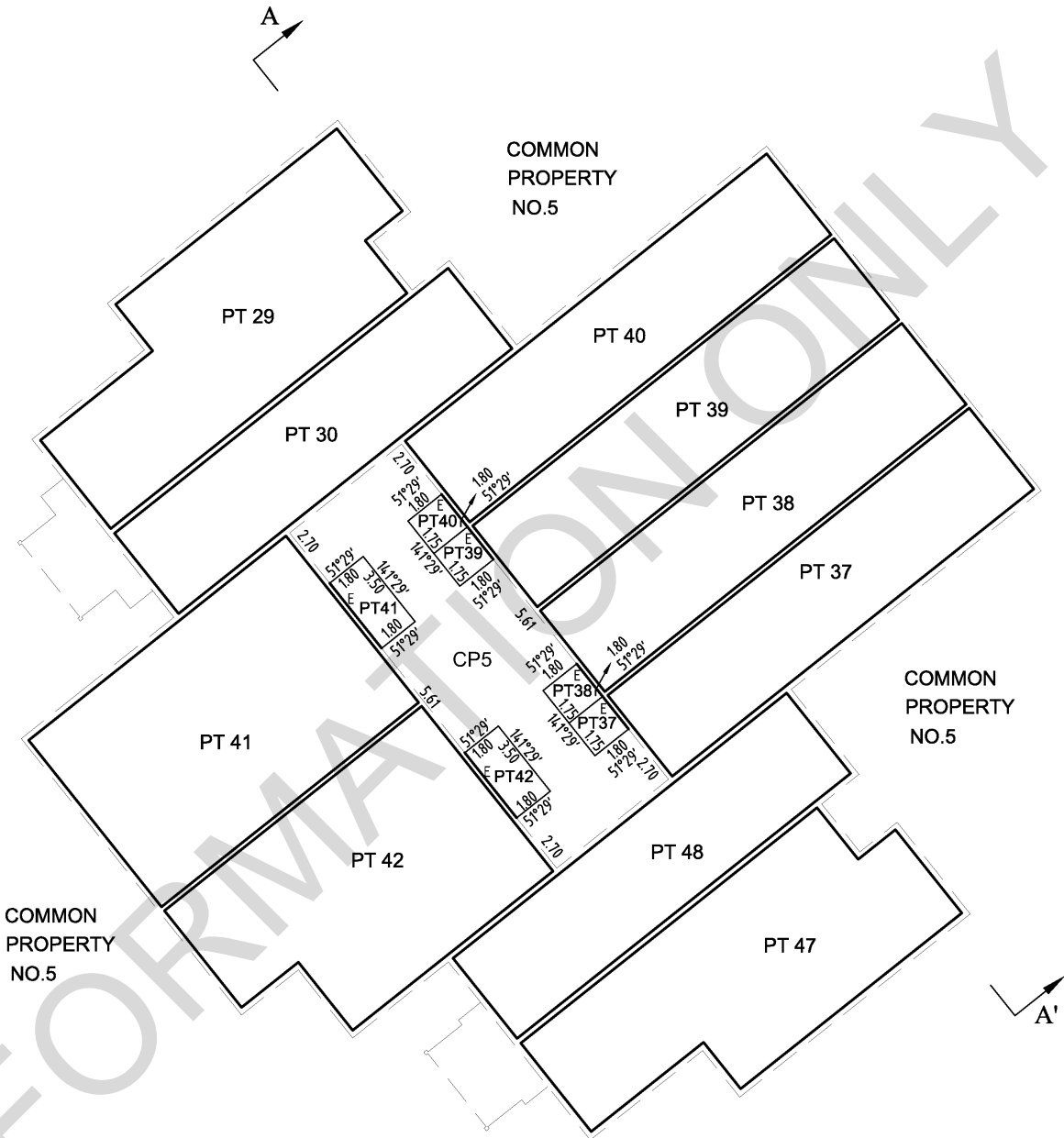
COUNCIL DELEGATE SIGNATURE

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

LRS USE ONLY
EDITION

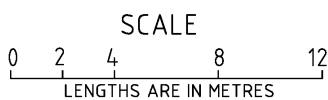
PLAN NUMBER
PS 617864Y

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

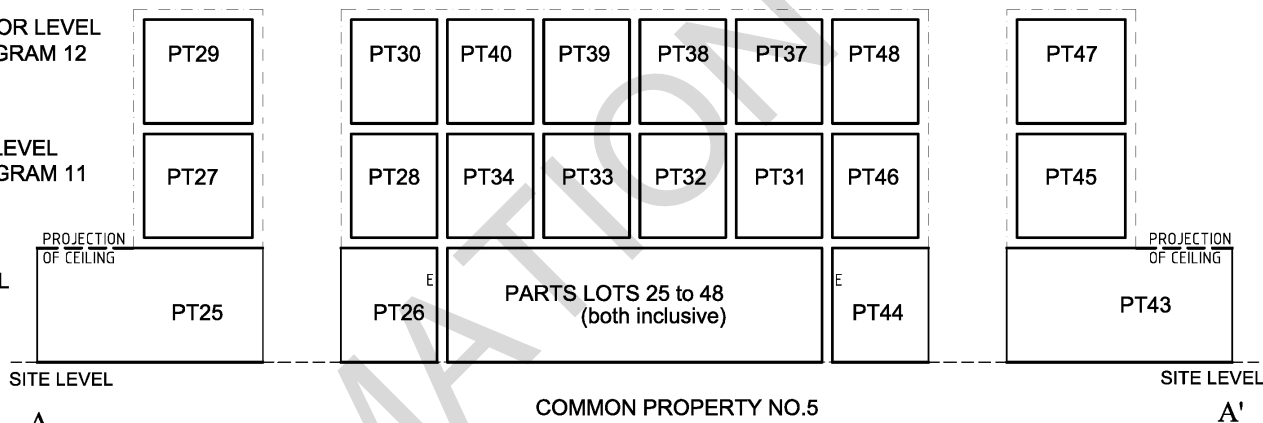
PLAN NUMBER
PS 617864Y

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

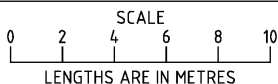


TYPICAL SECTION A - A'

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

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 3670 PS Sec 32 Plan VERSION A

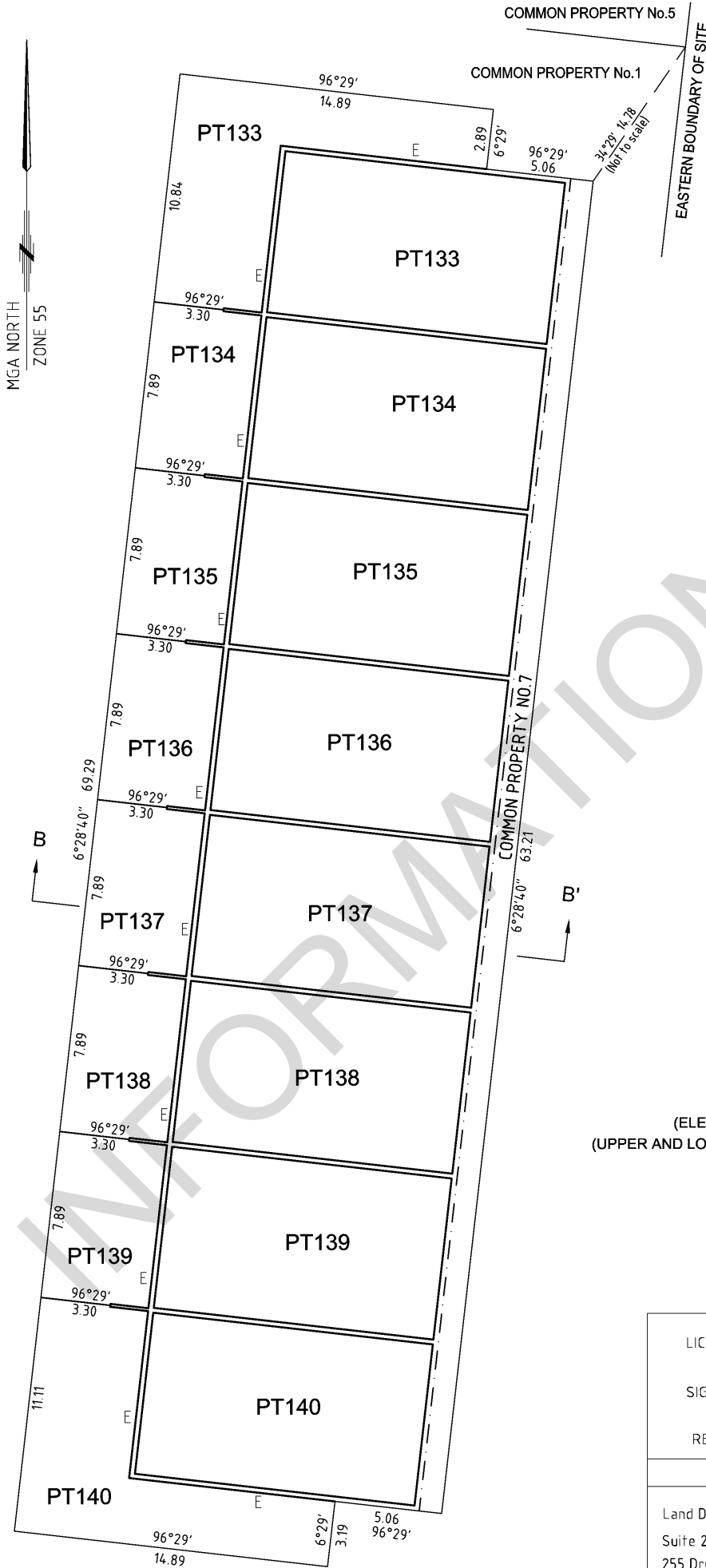
DATE / /
COUNCIL DELEGATE SIGNATURE

SHEET 19

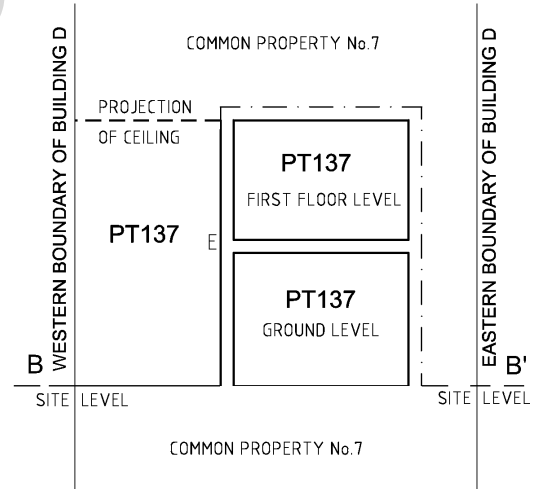
PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

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

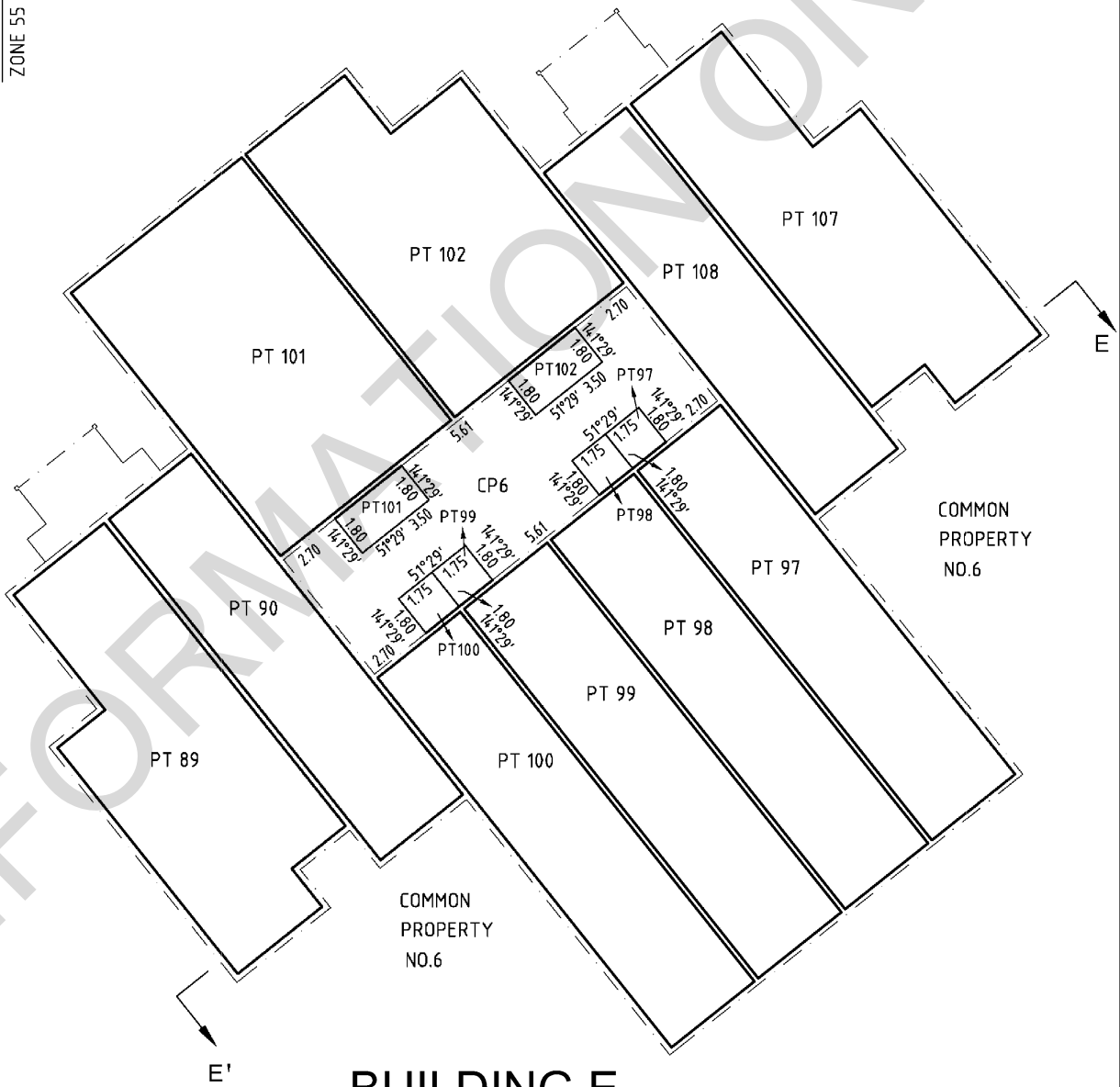
PS617864Y



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>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 21</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>Digitally signed by: Whittlesea City Council, 04/08/2015, SPEAR Ref: S069094J</p>	

PS617864Y



BUILDING E
DIAGRAM 16 - TOPMOST FLOOR 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>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 23</p>
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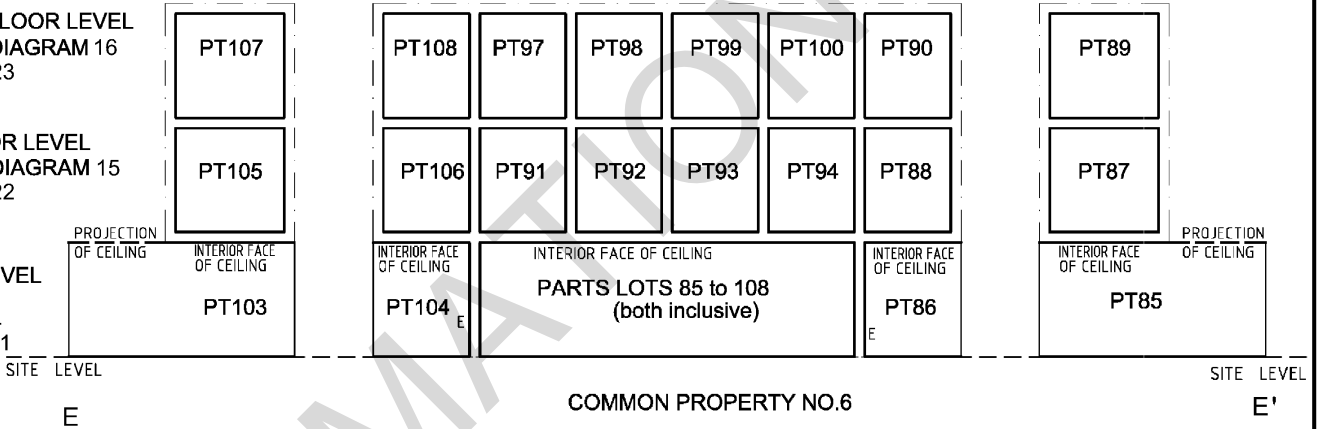
PS617864Y

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

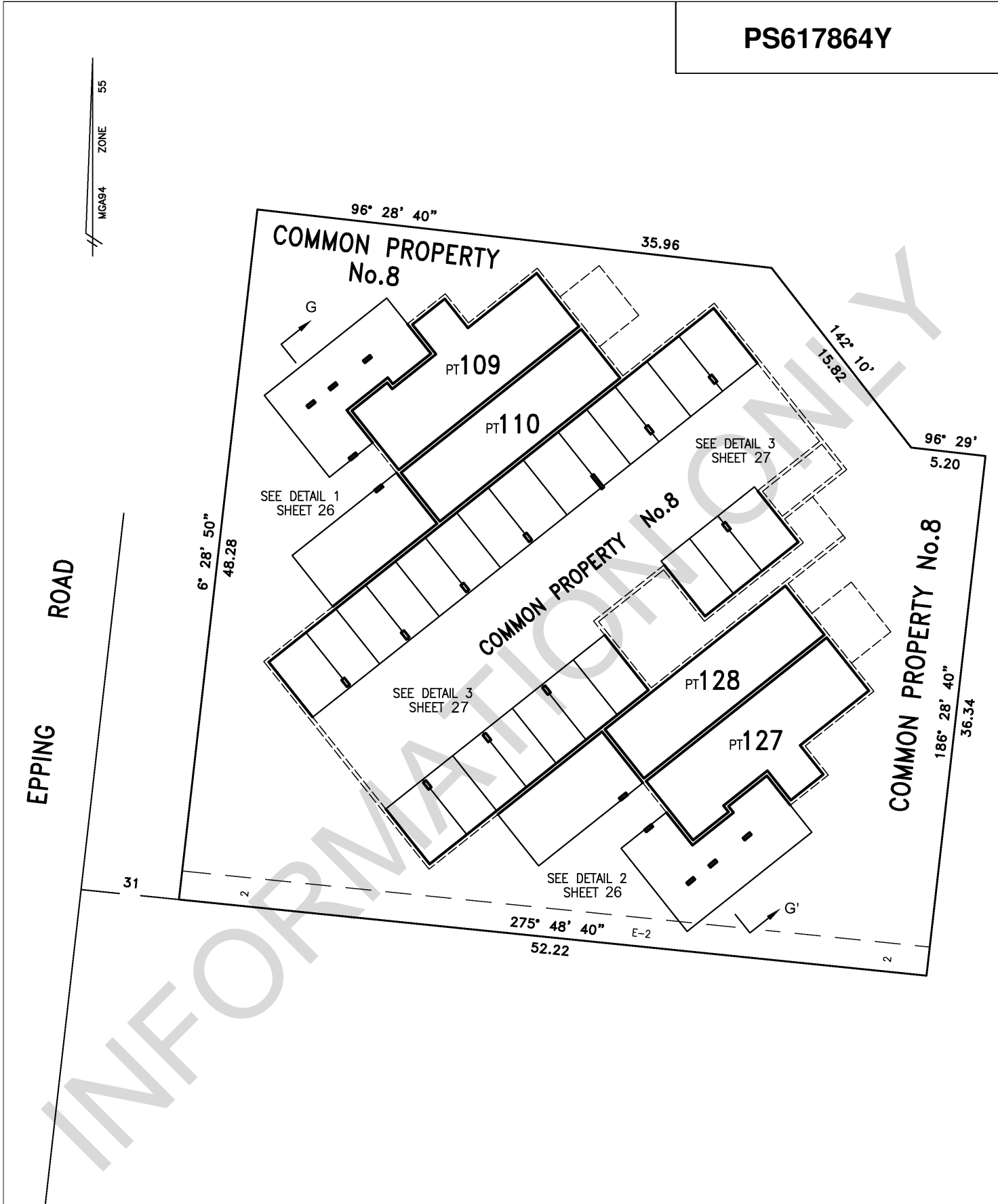

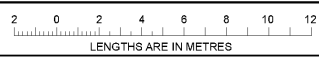


DIAGRAM 17

(GROUND STOREY AND SITE LEVEL)
NOT TO SCALE

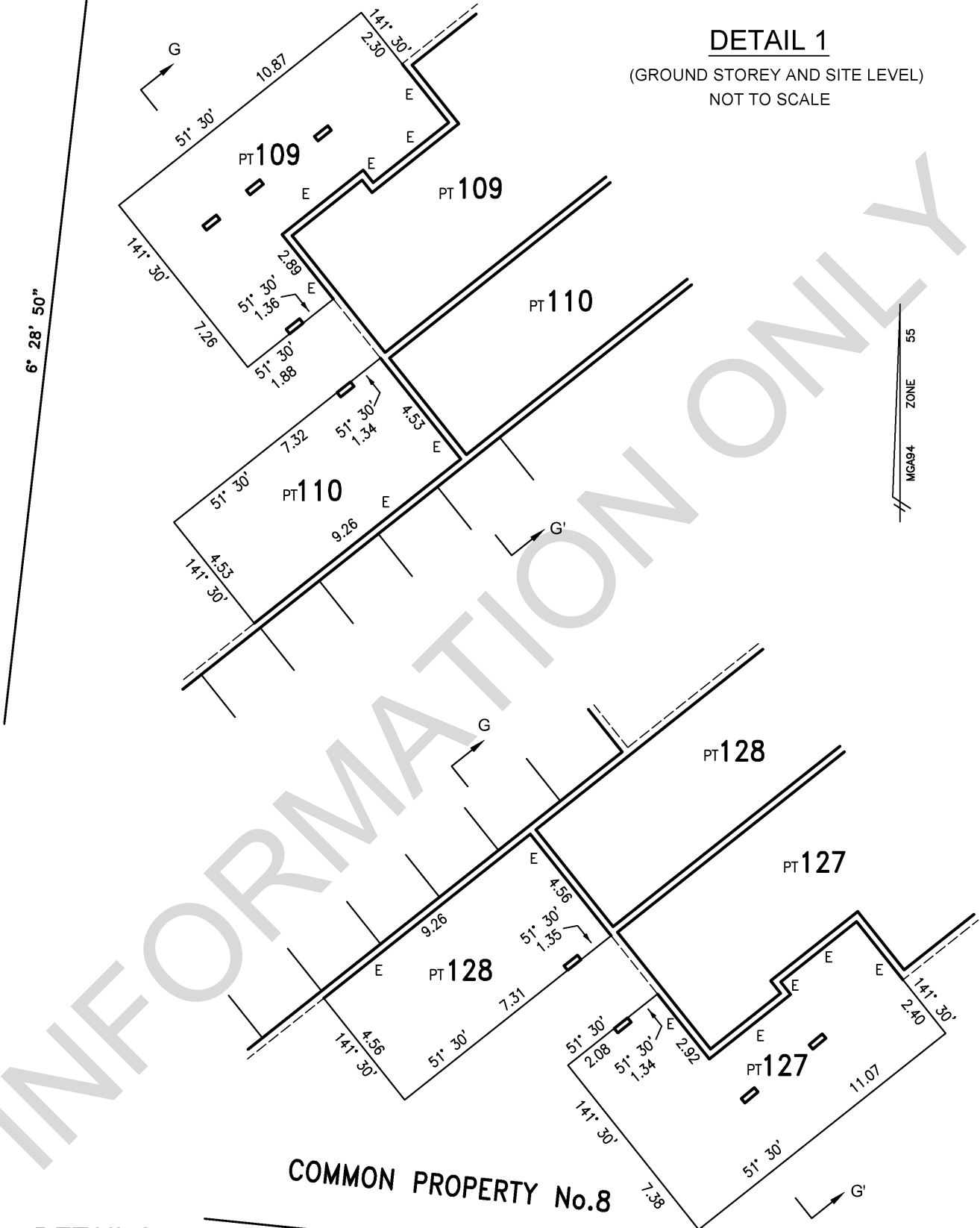
 <p>SMC LAND SURVEYORS 153d ANDERSON RD SUNSHINE, 3020 PO BOX 337, SUNSHINE, 3020 Tele. : 9312 2247</p>	<p>SCALE 1:250</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 25</p>
	<p>Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors), Surveyor's Plan Version (2),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

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

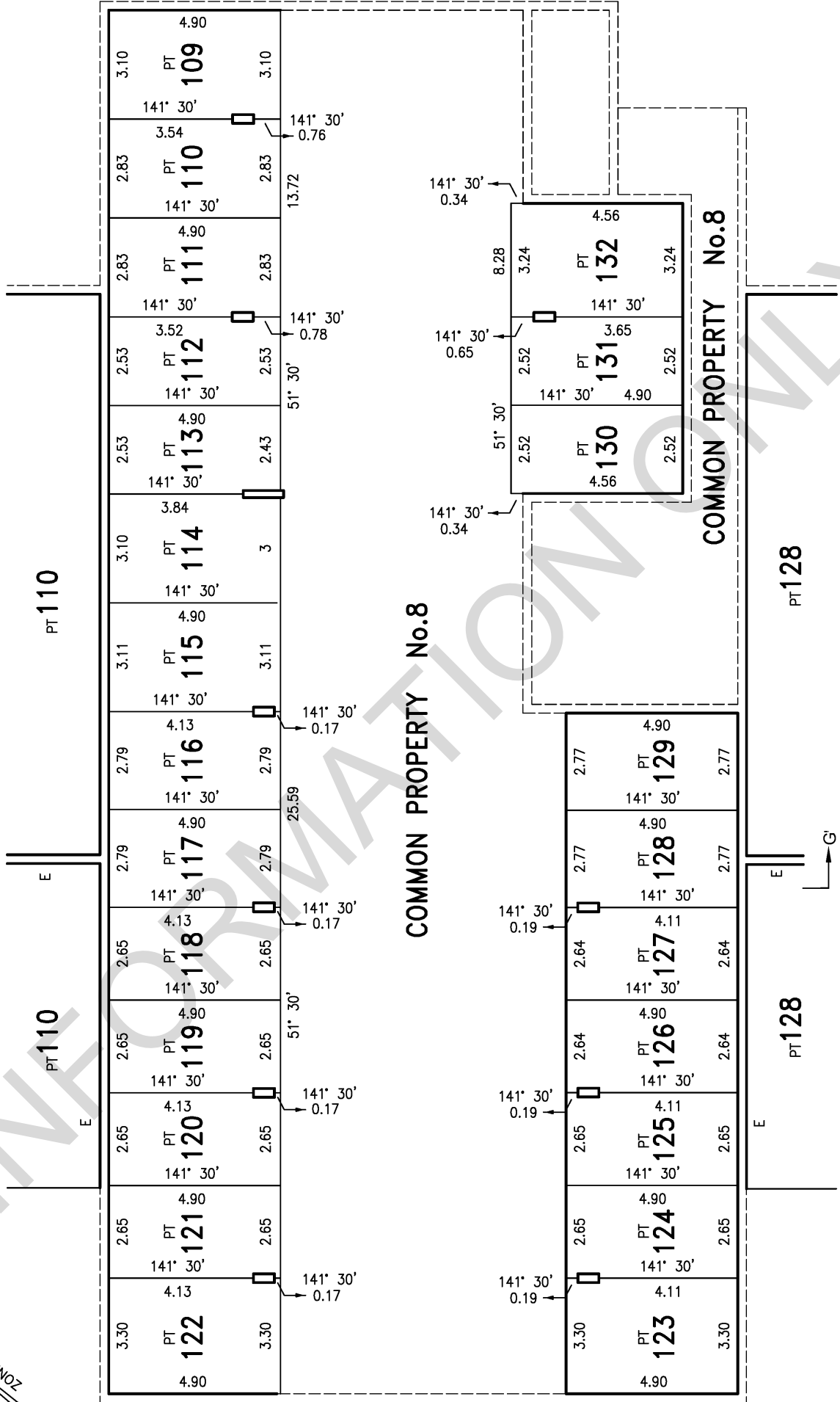
SHEET 26

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

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



PS617864Y

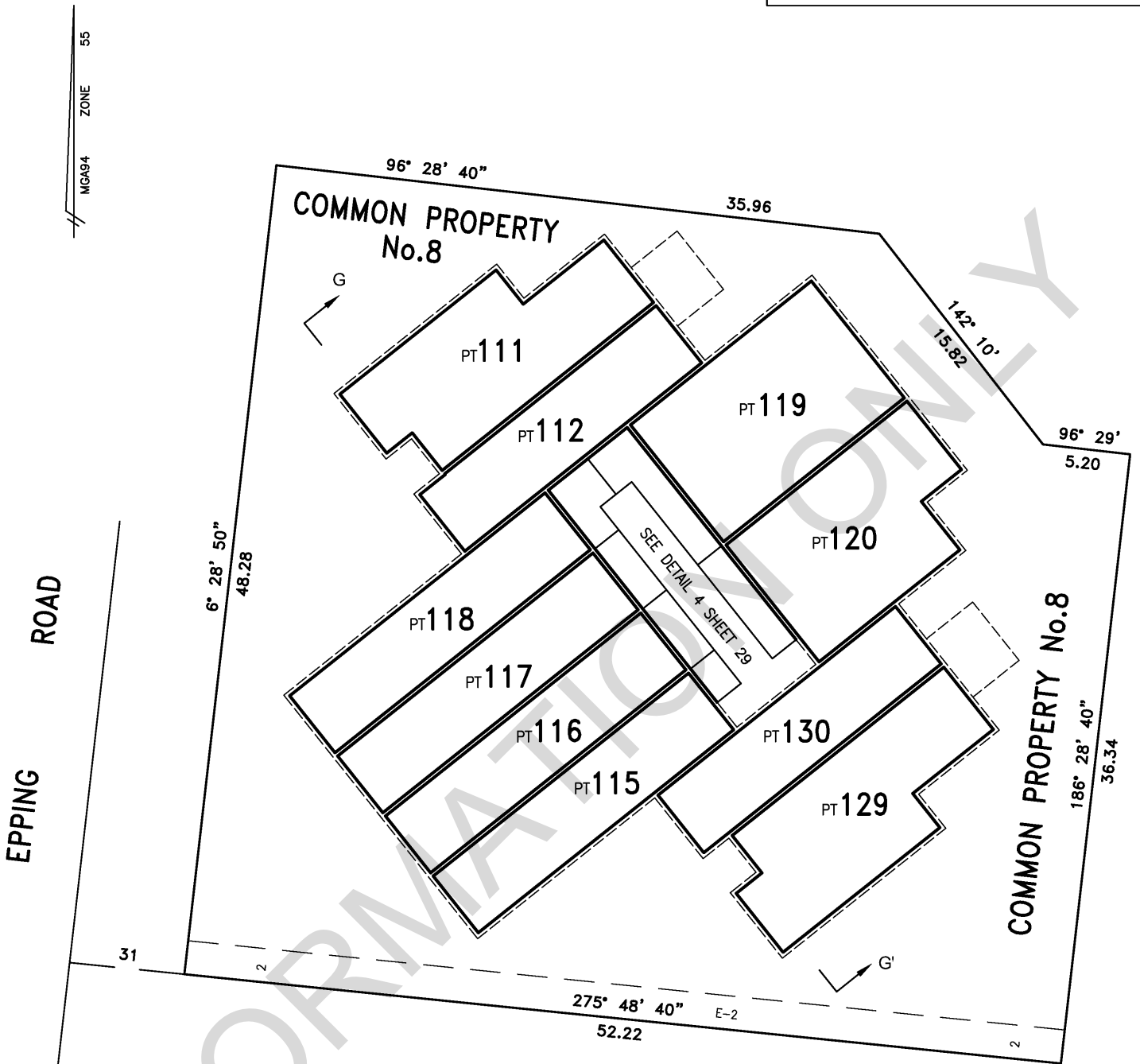


DIAGRAM 18

(FIRST STOREY)
NOT TO SCALE



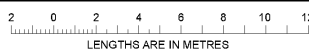
SMC LAND SURVEYORS

153d ANDERSON RD SUNSHINE, 3020

PO BOX 337, SUNSHINE, 3020

Tele. : 9312 2247

SCALE
1:250



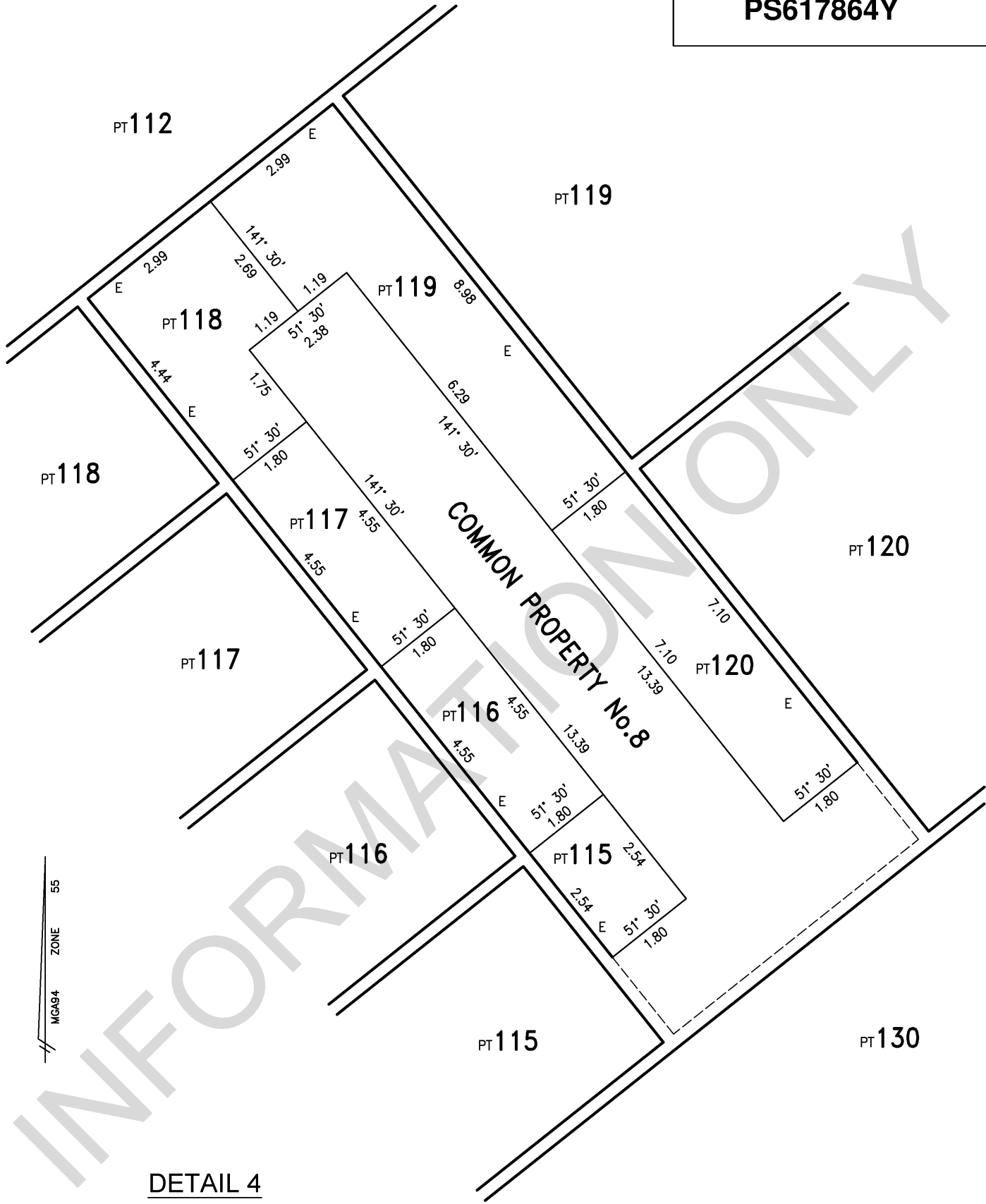
ORIGINAL SHEET
SIZE: A3

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

 <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 29</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

MG94 ZONE 55

EPPING ROAD

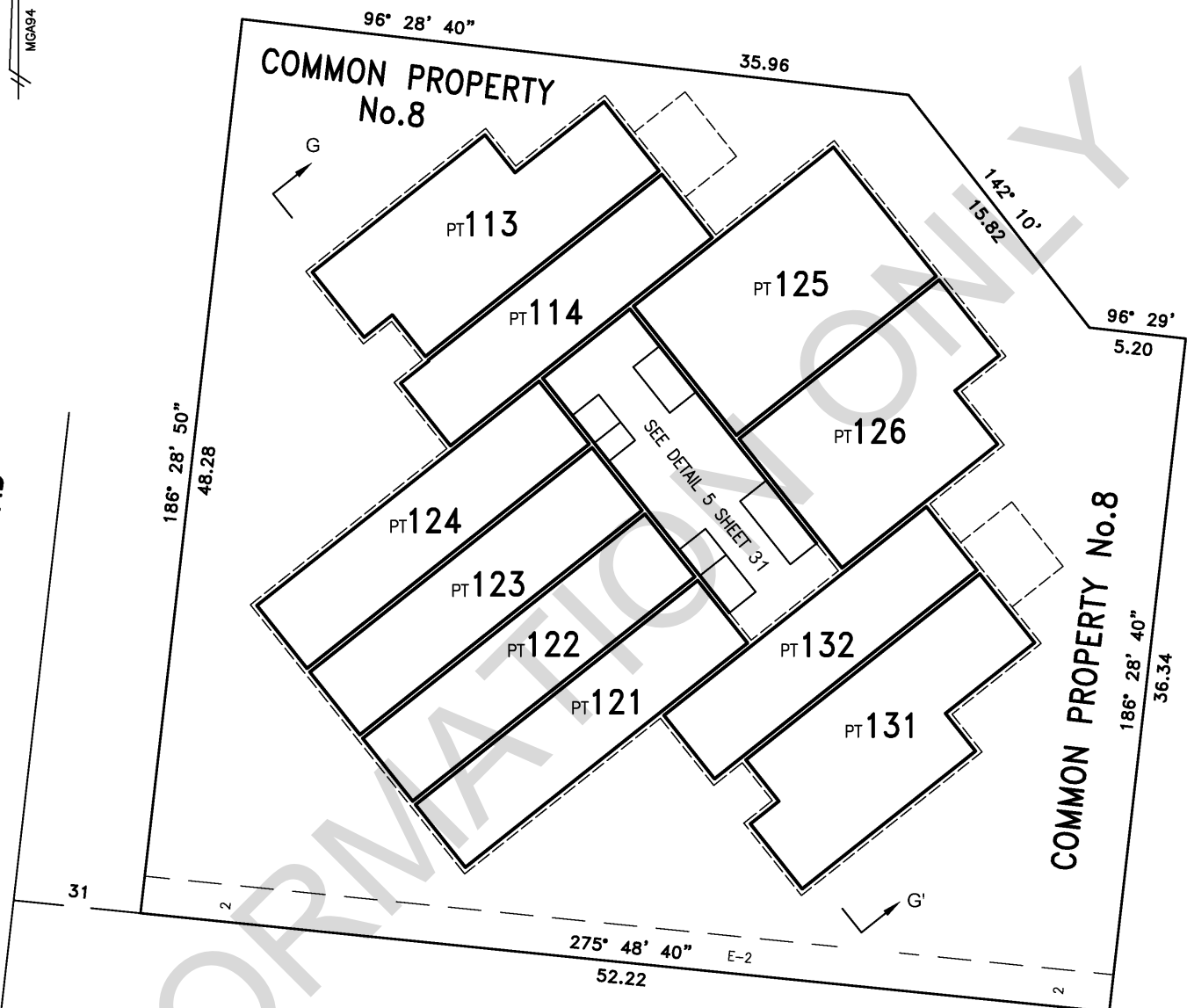


DIAGRAM 19

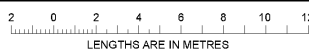
(SECOND STOREY AND TOPMOST LEVEL)



SMC LAND SURVEYORS

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

SCALE
1:250



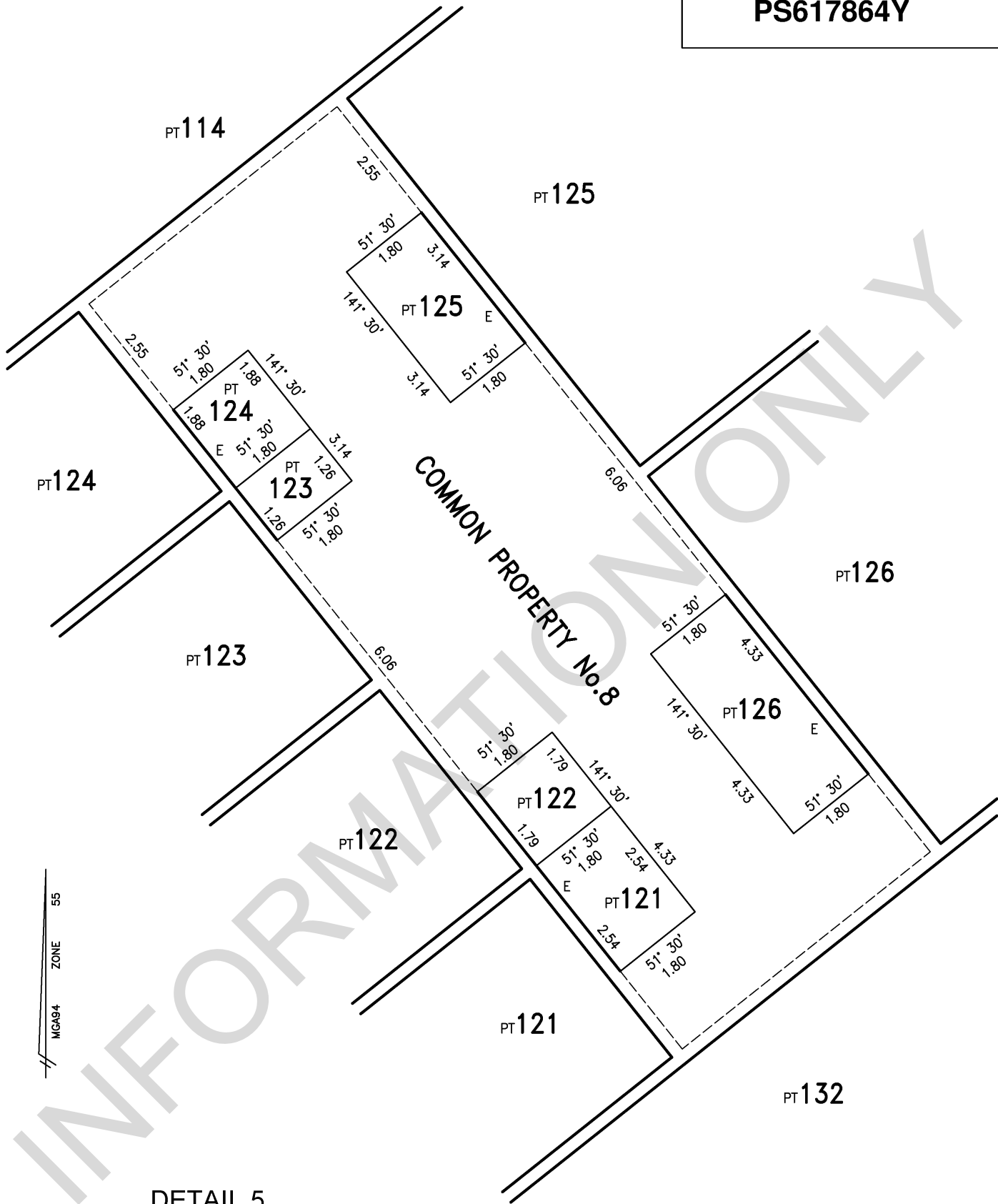
ORIGINAL SHEET
SIZE: A3

SHEET 30

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 5

(SECOND STOREY AND TOPMOST LEVEL)
NOT TO SCALE

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

SCALE
N.T.S

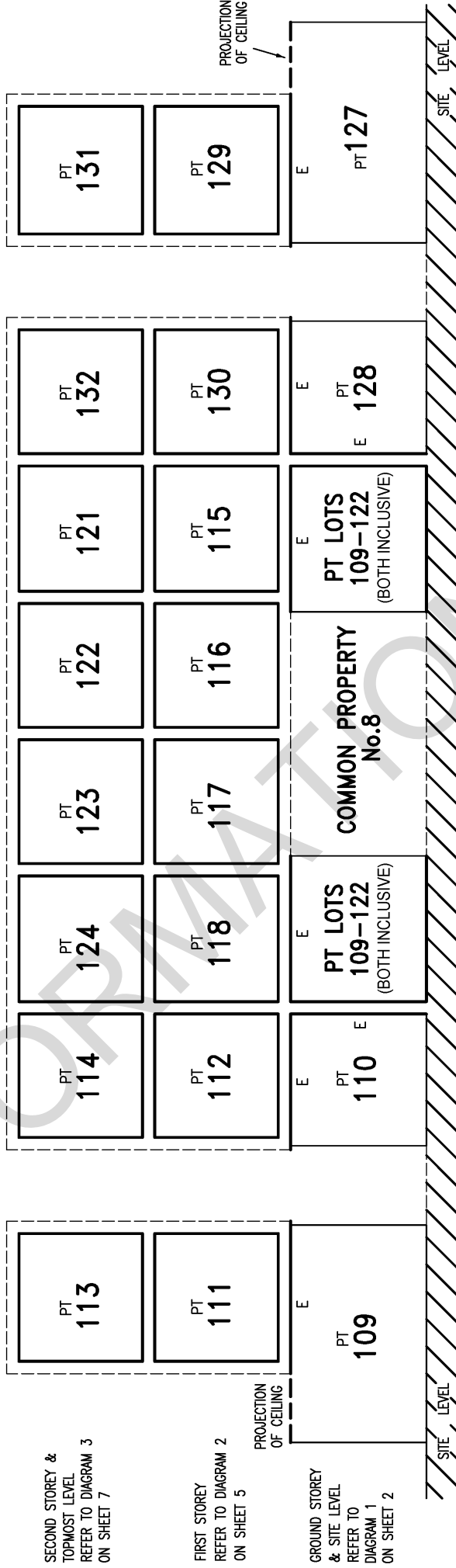
LENGTHS ARE IN METRES

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 31
Digitally signed by: Whittlesea City Council, 22/05/2018, SPEAR Ref: S113546J	

PS617864Y

COMMON PROPERTY NO.8



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.

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 32

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

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

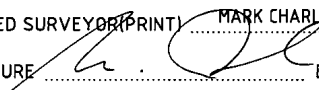
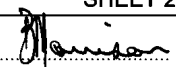
LAND TO BE BURDENED : LOTS 1 TO 84(BI), 109 TO 140(BI), E, HH & COMMON PROPERTY No's 2 TO 5, 7 & 8 ON THIS PLAN

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) MARK CHARLES TOMKINSON SIGNATURE  DATE 2/12/08 REFERENCE : 2736 PS VERSION : F	SHEET 25  DATE 28/6/2010 COUNCIL DELEGATE SIGNATURE
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 23/12/2025 08:54:30 AM

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



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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
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



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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 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



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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 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



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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



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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



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**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.

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Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS617864Y

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

Land Affected by Owners Corporation:

Common Property 2, Lots 1 - 24.

Limitations on Owners Corporation:

Limited to Common Property

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:

OC011895P 05/09/2011

Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1	20	20
Lot 2	15	15
Lot 3	20	20
Lot 4	15	15
Lot 5	20	20



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**OWNERS CORPORATION 2
PLAN NO. PS617864Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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
Total	410.00	410.00

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

Statement End.



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OWNERS CORPORATION 3
PLAN NO. PS617864Y

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

Land Affected by Owners Corporation:

Common Property 3, Lots 49 - 66.

Limitations on Owners Corporation:

Limited to Common Property

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:

OC014900J 01/08/2012

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 49	20	20
Lot 50	15	15
Lot 51	20	20
Lot 52	15	15
Lot 53	20	20
Lot 54	15	15



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**OWNERS CORPORATION 3
PLAN NO. PS617864Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 55	15	15
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
Total	310.00	310.00

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

Statement End.



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OWNERS CORPORATION 4
PLAN NO. PS617864Y

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

Land Affected by Owners Corporation:
Common Property 4, Lots 67 - 84.

Limitations on Owners Corporation:
Limited to Common Property

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:
OC014901G 01/08/2012

Notations:
Folio of the Register for Common Property No. 4 is in the name of Owners Corporation 1. Members of Owners Corporation 4 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 67	20	20
Lot 68	15	15
Lot 69	20	20
Lot 70	15	15
Lot 71	20	20



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**OWNERS CORPORATION 4
PLAN NO. PS617864Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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
Total	310.00	310.00

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

Statement End.



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OWNERS CORPORATION 5
PLAN NO. PS617864Y

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

Land Affected by Owners Corporation:

Common Property 5, Lots 25 - 48.

Limitations on Owners Corporation:

Limited to Common Property

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:

OC018534L 19/06/2013

Notations:

Members of Owners Corporation 5 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 5 is in the name of Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 5	0	0
Lot 25	20	20
Lot 26	15	15
Lot 27	20	20
Lot 28	15	15
Lot 29	20	20



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**OWNERS CORPORATION 5
PLAN NO. PS617864Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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
Total	410.00	410.00

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

Statement End.



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OWNERS CORPORATION 6
PLAN NO. PS617864Y

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

Land Affected by Owners Corporation:
Common Property 6, Lots 85 - 108.

Limitations on Owners Corporation:
Limited to Common Property

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:
OC028770R 07/01/2016

Notations:
NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 6	0	0
Lot 85	20	20
Lot 86	15	15
Lot 87	20	20
Lot 88	15	15
Lot 89	20	20
Lot 90	15	15



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**OWNERS CORPORATION 6
PLAN NO. PS617864Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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
Total	410.00	410.00

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

Statement End.



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OWNERS CORPORATION 7
PLAN NO. PS617864Y

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

Land Affected by Owners Corporation:

Common Property 7, Lots 133 - 140.

Limitations on Owners Corporation:

Limited to Common Property

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:

OC021487Y 03/04/2014

Notations:

Folio of the Register for Common Property No. 7 is in the name of Owners Corporation 1. Members of Owners Corporation 7 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 7	0	0
Lot 133	20	20
Lot 134	20	20
Lot 135	20	20
Lot 136	20	20
Lot 137	20	20



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**OWNERS CORPORATION 7
PLAN NO. PS617864Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 138	20	20
Lot 139	20	20
Lot 140	20	20
Total	160.00	160.00

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Statement End.



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OWNERS CORPORATION 8
PLAN NO. PS617864Y

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

Land Affected by Owners Corporation:

Common Property 8, Lots 109 - 132.

Limitations on Owners Corporation:

Limited to Common Property

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:

OC040938J 02/10/2018

Notations:

LOTS 109 TO 132 (BOTH INCLUSIVE) ARE MEMBERS OF OWNERS CORPORATION NO.1 ON PS617864Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 8	0	0
Lot 109	20	20
Lot 110	15	15
Lot 111	20	20
Lot 112	15	15
Lot 113	20	20
Lot 114	15	15



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/12/2025 08:54:31 AM

**OWNERS CORPORATION 8
PLAN NO. PS617864Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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
Total	410.00	410.00

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

Statement End.

PROPERTY DETAILS

Address: **105/86 EPPING ROAD EPPING 3076**
 Lot and Plan Number: **Lot 58 PS617864**
 Standard Parcel Identifier (SPI): **58\PS617864**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **847582**
 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

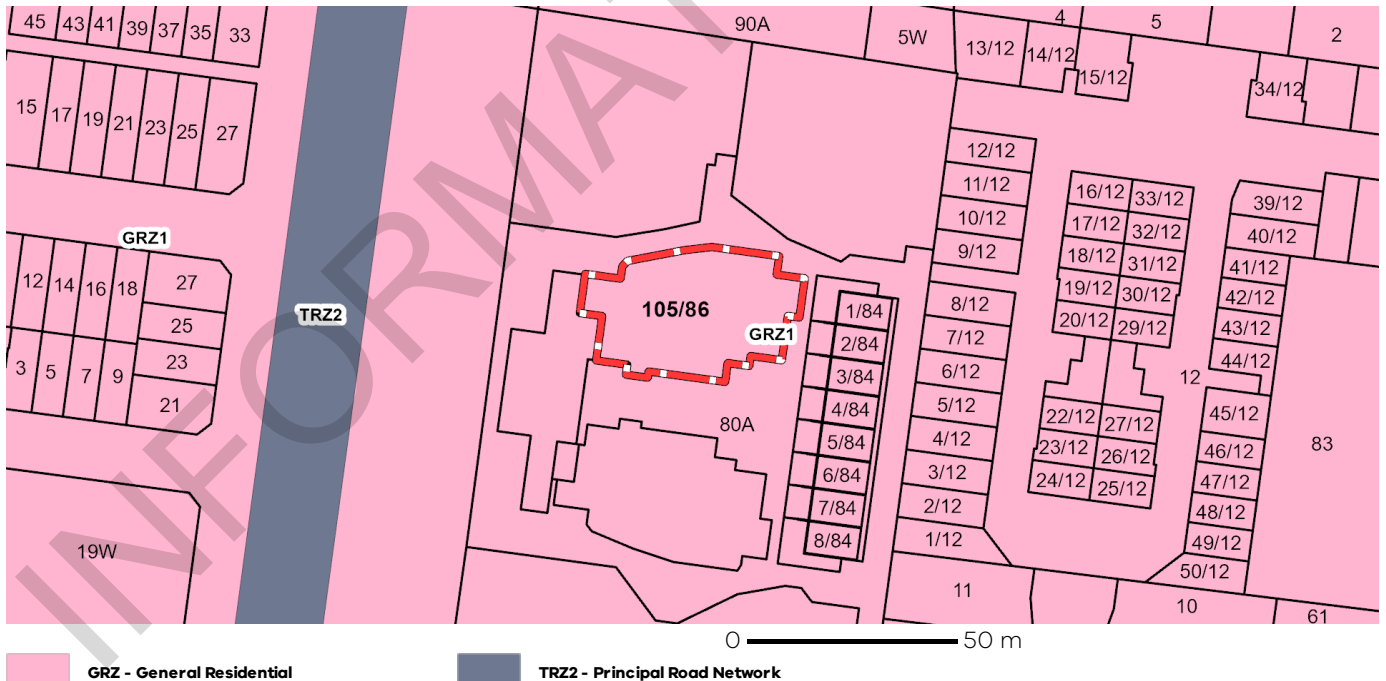
Legislative Council: **NORTH-EASTERN METROPOLITAN**
 Legislative Assembly: **MILL PARK**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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

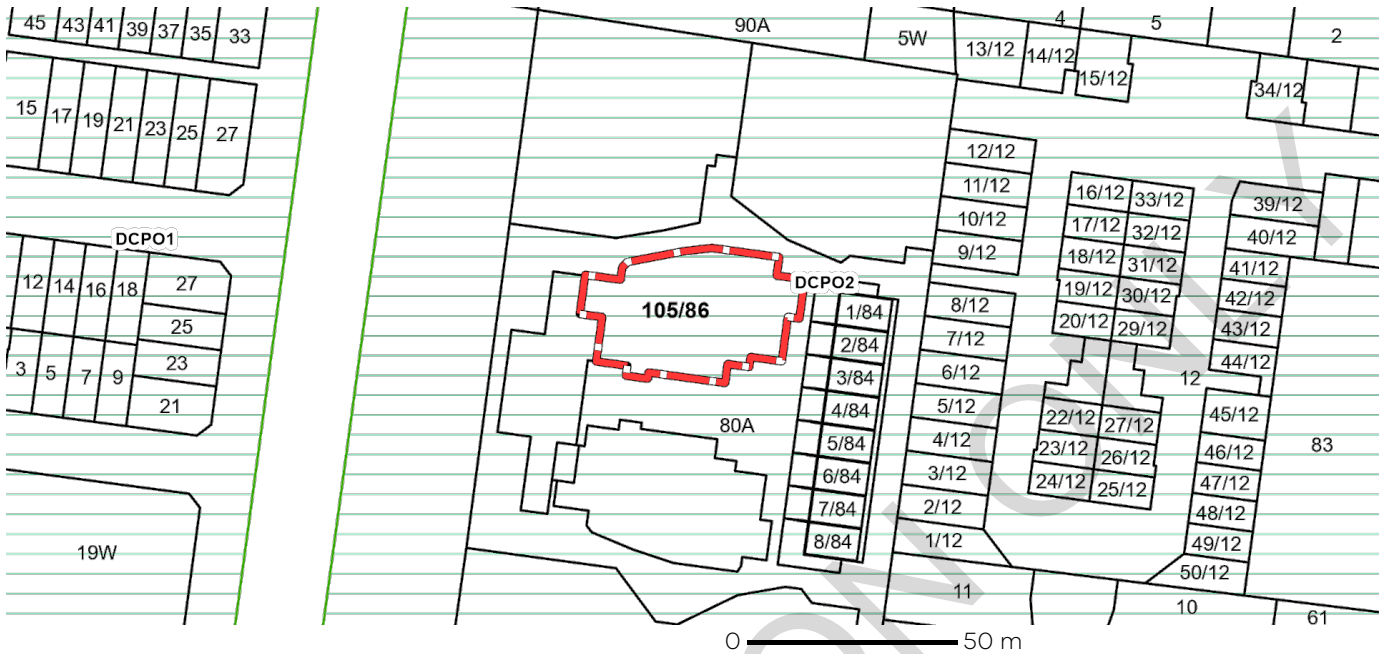


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

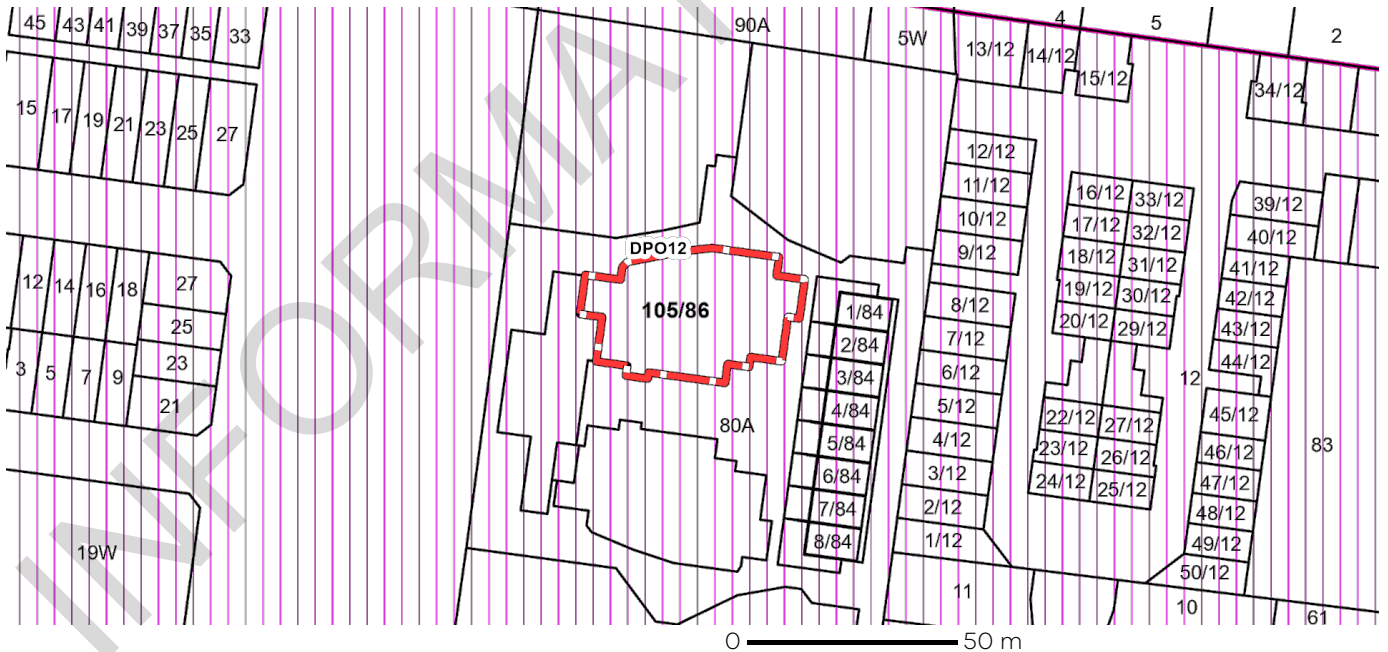


DCPO - Development Contributions Plan Overlay

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

Further Planning Information

Planning scheme data last updated on 22 December 2025.

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

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

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

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

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

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

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

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

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

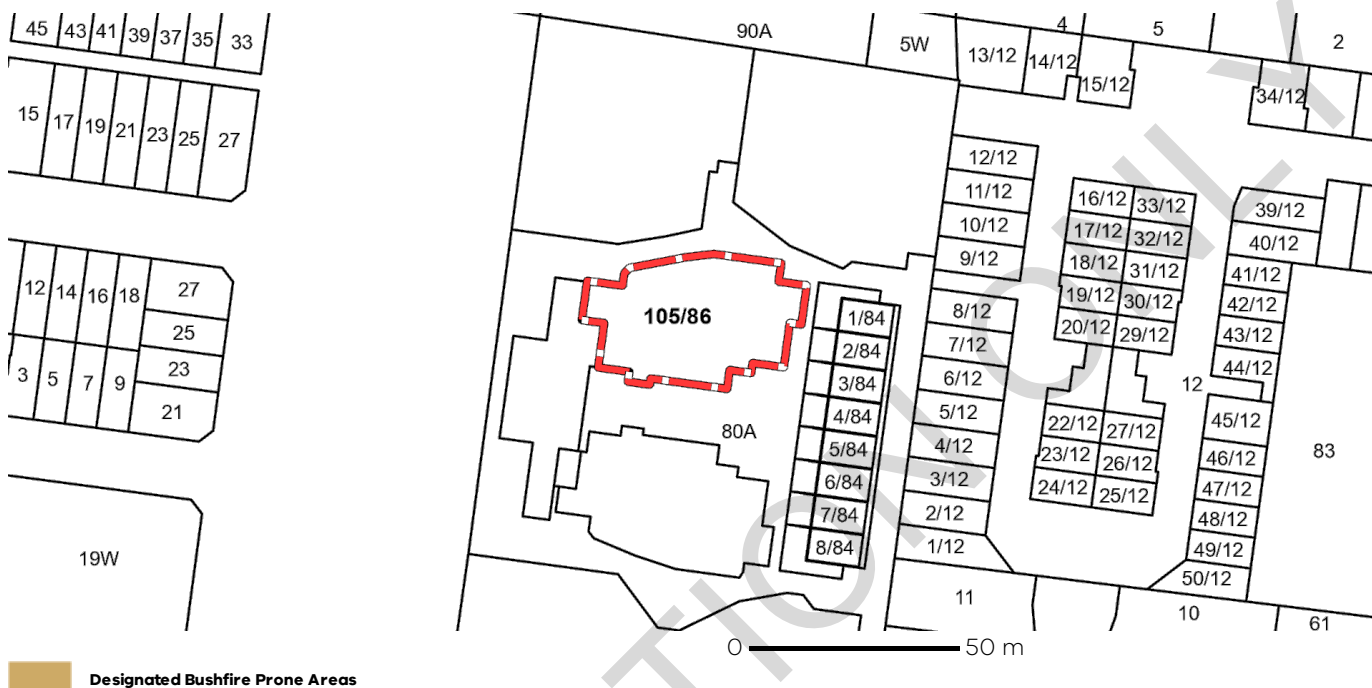
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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

Date of issue 17/12/2025	Assessment No. 847582	Certificate No. 179660	Your reference LOT: 58 PS: 617864Y
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National Conveyancing Solutions
PO Box 448
NORTHCOTE VIC 3070

Land information certificate for the rating year ending 30 June 2026

Property location: Unit 105 Level 1 86 Epping Road EPPING 3076

Description: LOT: 58 PS: 617864Y

AVPCC: 125.4 OYO Strata Flat

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$350,000	\$60,000	\$17,500

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 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 01/07/2025	\$827.52
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$60.55
Waste Landfill Levy General levied on 01/07/2025	\$15.45
Arrears to 30/06/2025	\$249.00
Interest to 18/12/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$770.52
<i>Balance of rates & charges due:</i>	\$518.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$518.00
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Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:

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 **847582**



Phone 1300 301 185
Ref **847582**



Bill Code **5157**
Ref **847582**

17th December 2025

NATIONAL CONVEYANCING SOLUTIONS .
National Conveyancing Solutions

Dear NATIONAL CONVEYANCING SOLUTIONS .,

RE: Application for Water Information Statement

Property Address:	105/86 EPPING ROAD EPPING 3076
Applicant	NATIONAL CONVEYANCING SOLUTIONS . National Conveyancing Solutions
Information Statement	30998557
Conveyancing Account Number	6669514044
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 propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	105/86 EPPING ROAD EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

This property has remotely read water meters fitted. Occasional access to the water meter may be required.

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	105/86 EPPING ROAD EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

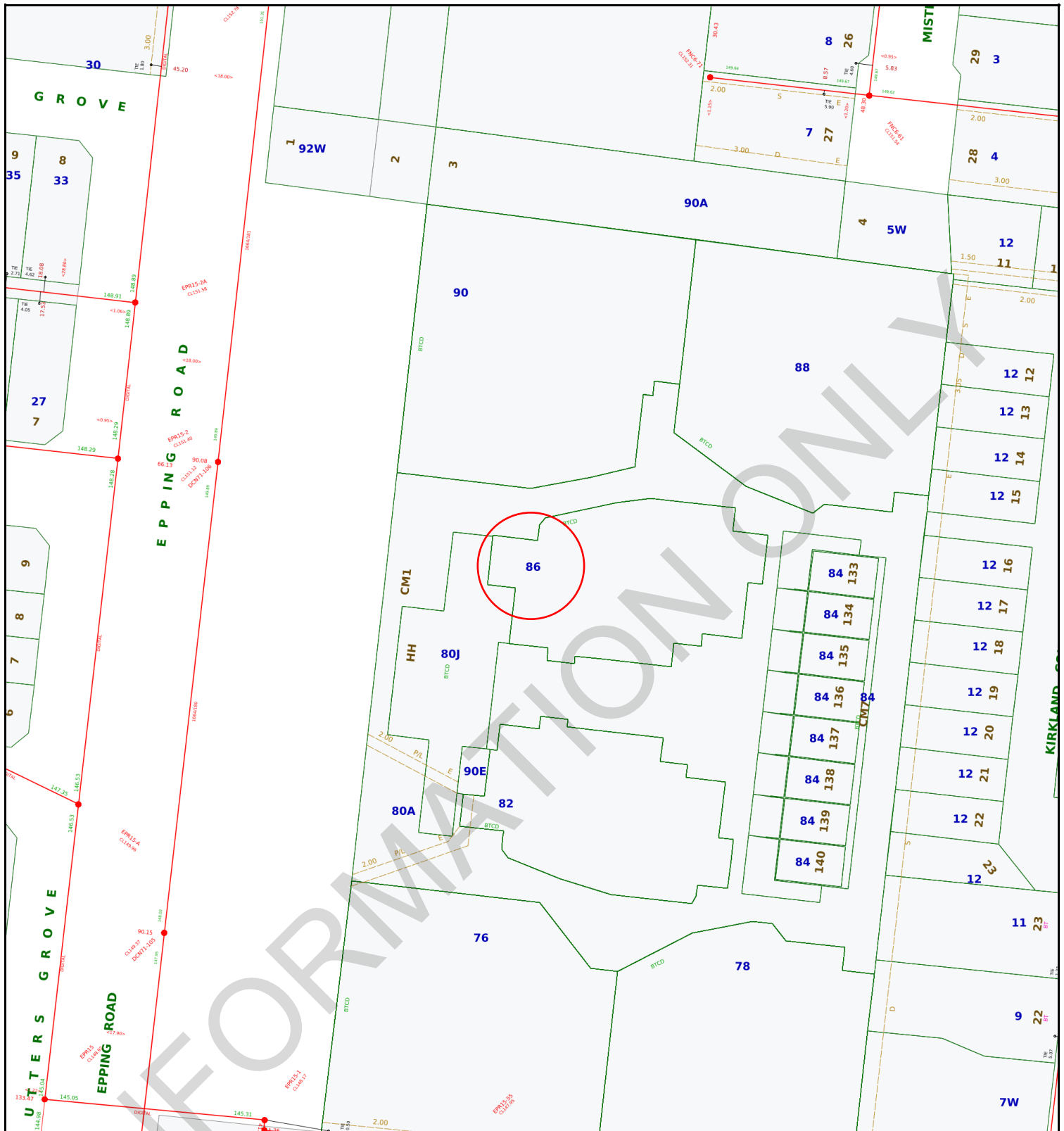
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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.
















**Yarra Valley Water
Information Statement
Number: 30998557**

Address	105/86 EPPING ROAD EPPING 3076
Date	17/12/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

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

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

NATIONAL CONVEYANCING SOLUTIONS .
National Conveyancing Solutions
info@nationalconveyancingsolutions.com.au

RATES CERTIFICATE

Account No: 3628265520
Rate Certificate No: 30998557

Date of Issue: 17/12/2025
Your Ref:

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
FL 1, UNIT 105/86 EPPING RD, EPPING VIC 3076	58\PS617864	5059725	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$0.00
Residential Water and Sewer Usage Charge Estimated Average Daily Usage \$0.00	06-08-2025 to 07-11-2025	\$0.00	\$0.00
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$0.00
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$0.00
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$0.00

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



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION

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

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

Property No: 5059725

Address: FL 1, UNIT 105/86 EPPING RD, EPPING VIC 3076

Water Information Statement Number: 30998557

HOW TO PAY



Billers Code: 314567
Ref: 36282655201

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

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 58** on Plan of Subdivision no **617864Y**

Postal address is C/- Australian Body Corporate
PO Box 278
Doncaster Heights VIC 3109
Tel: 03 8418 8787
admin@ausbodycorp.com.au

IMPORTANT:

The information in this certificate is issued on **18 December 2025**.

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

- (a) The current fees annual fees for the lot are **\$1,300.80*** (Admin-\$1,259.56; Maint-\$41.24) (GST Inclusive) which is payable in quarterly instalments due every 01 September, 01 December, 01 March & 01 June.
**The Owners Corporation advises that the fees listed above are based on the budget for the FY 24-25. AGM was held on 24/11/2025. Annual fees based on FY 25-26 budget are \$1,300.80* (Admin-\$1,259.56; Maint-\$41.24). Once the resolution becomes binding, any required adjustment levies will be raised.*
- (b) The period for which the fees for the lot have been levied is 01 December 2025 to 28 February 2026.
- (c) The total of any unpaid fees or charges for the lot as of this certificate date is **\$0.20*** which is comprised of:
Due Date – 01/12/25 – Owners Corp. Fees 01/12/25 – 28/02/26 - \$0.20 (Total - \$325.20 ; Paid - \$325.00)
**Please contact our office via email prior to Settlement for updated arrears amounts and confirm total outstanding.*
- (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:

Underground Stormwater/Sewer in common driveway – It has been noted that the original plumbing work may not have been completed to the expected standards, which could result in high volume water bills and multiple repair expenses unexpectedly. Due to some recent underground water leaks, the Owners Corporation is most likely to raise the budget next year to cover the high-volume water usage bills and repair costs. Given this information, the Owners Corporation must ensure sufficient funds are available to address any potential plumbing problems promptly. In the event of future incidents, a special levy may be raised to cover the necessary repair costs and high-volume water usage bills.

Whittlesea council has issued an enforcement notice date 10th January 2024 and endorsed secondary consent dated 7 October 2025 to address issues relating to:

1. Reinstatement of endorsed secondary consent landscape plan dated 7 October 2025
2. Reinstatement car park line marking to all common areas to define parking for residents and visitors
Note: This item has been attended and paid. It is still subject to council's final assessment.
3. Reinstatement car park wheel stoppers
Note: This item has been attended and paid. It is still subject to council's final assessment.

The Owners Corporation is currently in discussion to satisfy the endorsed secondary consent landscape plan. Costs for engaging a landscaper and contractors to complete the endorsed secondary consent landscape plan have not yet been finalised and that a special levy may be required. A copy of The City of Whittlesea correspondence and endorsed secondary consent landscape plan are attached to this certificate.

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

Name of Company:	CHU Underwriting Agencies Pty Ltd
No. of Policy:	HU0015334
Kind of Policy:	Residential Strata Insurance
Building Amount:	\$72,933,000
Public Liability Amount:	\$20,000,000
Renewal Date:	01/03/2026

(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 **18 December 2025** are **\$111,198.24**

(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:

Contract: Agreement with Origin Energy for the Installation, Operation and Maintenance of a Central Water Heating System and Associated Billing system and the Supply of Unmetered Cooker Gas.

(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 and a copy is enclosed with this certificate. This notice is yet to be satisfied. At the date of this certificate the cost to satisfy the deficiency in planning permit 708800 is not yet know.

(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 a party to or aware of any proceedings. Legal proceedings at VCAT/Magistrates court to recover outstanding Owners Corporation fees from owners 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
admin@ausbodycorp.com.au

(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: **18 December 2025**

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 on behalf of
Owners Corporation No. 1 PS 617864Y



INFORMATION ONLY

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN OF SUBDIVISION – PS617864Y-OC1 76-90 Epping Road-1, Epping VIC 3076

Minutes of the Annual General Meeting held via Zoom Video
on **Monday 24th November 2025** at 6:05 pm

1. Welcome and Appointment of Chairperson of the Meeting

Mr Sunny Chan of Australian Body Corporate welcomed the members to the Annual General Meeting of OC No. PS617864Y-1 which commenced at 6:05pm.

It was agreed that Mr Sunny Chan was elected as Chairperson of the meeting and that he takes meeting minutes.

2. Noting Attendance, Apologies & Proxy

Lot No	Name	Present	Proxy
31	Bernadine Rozells	No	Lot 35 Aristidis Dollas
35	Aristidis Dollas	Yes	
86	Anne Tanner	Yes	
87	Andrew Kindred	Yes	
103	Alexander & Maria Vidal	Yes	
107	Director Of Housing	No	Sunny Chan (ABC)
113	Adrienne Ferrer	Yes	
115	Yarmini Tharan	Yes	
120	Peter Peppi	Yes	
128	Marija Pop-Stefanova	Yes	Irena Krsteska

Apologies

Lot No	Name
14	Linda Cooper
13	Karen Crouch

Manager(s) in attendance

Mr Sunny Chan of Australian Body Corporate

Voting

Voting will be by verbal acknowledgement.

Quorum Present

10 of 141 lots were present which represented less than 50% of total votes that 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 28 days after the date of the meeting unless members representing 25% of the voting entitlement in writing object to the resolutions to the secretary.

Pursuant to section 89B (1) of the Owners Corporation Act 2006, a lot owner who is in arrears for **any** amount owed to an owners corporation is not entitled to vote (either in person, by ballot or by proxy) on a resolution of the owners corporation unless the amount in arrears is paid in full.

3. Acceptance of previous AGM minutes

The minutes of the following meeting was circulated to the owners with the Notice of Meeting:

2024 Annual General Meeting

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

4. Presentation of previous year's Manager's report

The manager tabled a report which was accepted by the members present.

5. Acceptance of previous years financial reports

The manager circulated the financial reports for 2025 to all members with the AGM Notice.

Administration and Sinking
01/09/2024 – 31/08/2025

Balance Sheet & Income/Expenditure Statement.

The members accepted the financial reports for the year ending 31/08/2025 as tabled.

6. Owners Corporation Committee

a. **Nomination and Election** – It was resolved that below lot owners to form committee.

Lot No	Name	Position
35	Aristidis Dollas	Chairperson
128	Irena Krsteska	Member
115	Yarmini Tharan	Member
120	Peter Peppi	Member
13	Karen Crouch	Member
113	Adriane Ferrer	Member
31	Bernadine Rozells	Member

There is no grievance committee required and elected at this meeting.

7. Review of Building and Public Liability Cover

The manager noted that the property currently had cover for:

Insurer - CHU
Policy Number - HU0015334
Policy Period - 01/03/2025 – 01/03/2026

Building Coverage - \$72,933,000
Public Liability - \$20,000,000
Fidelity - \$100,000

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.

Building Cover

That building cover will be increased automatically by 5% at renewal, or the amount suggested on the insurance valuation report.

Public Liability

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

Members are reminded that public liability risk within their private unit, is not covered the Owners Corporation's Strata Insurance Policy. Lot Owners need to cover this internal private risk by means of a separate insurance policy themselves.

Excesses

\$2,000 Standard

\$5,000 Water Damage

\$5,000 Exploratory Cost – Burst Pipes

a. Minimising the risk of litigation

The manager discussed the importance of being aware and alert to hazards and risk to both the common property and private lots. The Owners Corporation holds public liability cover of \$20 Million which complies with the legal minimum under Part 3, Division 6, s 60 of the OC Act 2006 and was deemed adequate by the members.

An Owners Corporation Risk Sheet was provided to all members along with the AGM Pack.

b. Valuation

The Manager advised the meeting that Division 6, Part 3 of the Owners Corporations Act 2006 requires the Owners Corporation to maintain Reinstatement Insurance sufficient to cover all costs involved in rebuilding the property to the same size & standard as when new – including architects / engineers fees, town planning charges, connection of utilities, removal of debris etc. as required under the Act.

The Owners Corporation were advised that in December 2021, new laws came into play. Thus, a valuation MUST be obtained every five years.

The last insurance valuation report was obtained 17th March 2024. It was resolved to obtain a report when it's required.

d. Disclosure to members re Contents/Landlords - Members are reminded that the Strata Insurance only covers the common area, for owner's contents within the unit/storage cages, 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.

e. Standing Resolution to automatically renew the Owners Corporation Insurance Policy

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, Australian Body Corporate be granted a Standing Direction to automatically renew the Owners Corporation insurance policies with the same policy benefits at renewal with committee's approval upon presenting additional quotations."

f. Resolution to grant the manager the ability to obtain funding for paying the Insurance Policy

The Owners Corporation resolved to grant the manager the ability to obtain funding for the purpose of payment of the annual insurance premium should the need arise.

8. Occupational Health & Safety Compliance

The manager emphasised the importance of keeping the common property well maintained to prevent injury and damage to all who use it. This any injury suffered on the common property would be claimed under the Owners Corporation's public liability and impact on the property's insurance premium.

At times Owners Corporations may request to have an OH&S report conducted on the property. Also, if there were spills, slipping or tripping hazards that were found, that the Owners Corporation manager be informed as soon as possible.

It was resolved that a Risk Register is no longer required and owners will continue to monitor the common area and report to the manager if there are any OH&S issue.

9. Common Property Maintenance

a. Landscaping – Council secondary consent design

It was resolved that the committee will head the project on council's secondary consent design and cost of landscaping to be assigned to respective building based on plan of subdivision. Manager to assist provide landscaping contacts to committee.

b. Essential Services – Link Fire

It was resolved to maintain the current contractor.

c. Pest Control – Propest Control

It was resolved to maintain the current contractor.

d. Lawns and Gardening – VSD Gardening

It was resolved to maintain the current contractor.

e. Towing Service – Anytime Towing

It was resolved to maintain the current contractor with 2 hours limit.

f. Asphalt Resurface

It was resolved to hold off with asphalt resurface until the landscaping project is completed.

g. Other Maintenance

Public Lighting – It was briefly discussed to install public lightings on OC1. It was resolved that there is no public lighting connection to OC1 common property and to explore solar option. It was noted that each building to consider installing common area lighting to their own apartment building.

Shops Bins – It was briefly discussed to inform retail shop bins needs to be improved on this visibility. It was resolved that committee to provide suggestion and pass on the message to the owner of retail shop.

Manager's Note:

- Maintenance work was required outside of the budgeted items, a special levy may be required.

10. Proposed Budget

a. Resolution to accept and adopt Owners Corporation Administration Fund Budget (01/09/2025 to 31/08/2026)

The proposed budget of \$200,000.00 + GST was tabled at the meeting, which was enclosed and circulated to all members with the Annual General Meeting Notice prior to the meeting.

It was resolved to accept the proposed Administration Fund budget of \$200,000.00 + GST. This represents 0% increase compared to the prior year's amount collected.

b. Resolution to accept and adopt Owners Corporation Sinking Fund Budget (01/09/2025 to 31/08/2026)

The proposed budget of \$6,000.00 + GST was tabled at the meeting, which was enclosed and circulated to all members with the Annual General Meeting Notice prior to the meeting.

It was resolved to accept the proposed Sinking Fund budget of \$6,000.00 + GST. This represents 0% increase compared to the prior year's amount collected.

c. Delegation to OC Manager to collect shortfall levies.

It was resolved that as the current financial year's fee notices have been issued to the owners already, an adjustment levy will be issued to cover the increase of the budget.

d. Levy Frequency

It was also resolved that the fees be charged quarterly by lot liability.

11. Debt Collection & Penalty Interest

It was briefly discussed about the debt collection procedures that were being taken by the management to follow up about the arrears.

a. DEBT COLLECTION:

1. Pursuant to sections 11 and 18 of the Owners Corporation Act 2006 (Vic), by ordinary resolution, members resolved that Owners Corporation ("the OC") delegate and authorise the Owners Corporation Manager to:
instruct, liaise and or engage a third-party legal representative and or any other third party:
 - a. to seek advice in relation to money owed to the OC by a lot owner (being less than \$100,000.00)
 - b. issue letter(s) of demand to a lot owner or other party in relation to money owed to the OC by a lot owner;
 - c. negotiate and or enter a lot owner and the OC into a payment plan in relation to money owed to the OC by a lot owner; and or
 - d. to investigate the whereabouts of a lot owner or director of a company.
2. commence legal proceedings on behalf of the OC to recover money owed to the OC by a lot owner (being less than \$100,000);

3. instruct, liaise and or engage a third-party legal representative and or any other third party to commence any legal proceeding to recover any money owed to the OC by a lot owner (being less than \$100,000) in any court or tribunal of competent jurisdiction as a debt due to the owner corporation; and
4. instruct, liaise and or engage a third-party legal representative and or represent the OC in any applications, legal proceedings, negotiations and or settlements, including the power to give all instructions from time to time as necessary or desirable for the prosecution and/or settlement of any claims, applications or legal proceedings arising from recovery proceedings and/or the enforcement of the Judgements.

b. 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."

c. Cost Recovery:

Members resolved by Ordinary Resolution - "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 2018 or the Rules of the Owners Corporation."

12. Appointment of the Owners Corporation Manager

The manager expressed appreciation for the opportunity 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.

It was resolved to renew the Contract of Appointment for 1 year and below owners to sign the contract via Docusign.

Lot No	Name
35	Aristidis Dollas
128	Irena Krsteska

13. General Business

- a. It was resolved to appoint Mr Pasquale Daniele, Director of Australian Body Corporate as the Public Officer of the Owners Corporation.
- b. **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. If the problem to your own private lot, you will be liable for the costs of the call out and any other related charges incurred.

ROSCON have introduced a subscription fee to be charged based on the size of the Owners Corporation, the **annual** subscription fee will be \$1,333.20.

The Owners Corporation resolved to subscribe to this service and will be reviewed at the next AGM.

- c. **Electronic Communication** (paperless documentation)
It was resolved that all levy invoices, meeting notices and communication correspondences will be electronically sent to the valid email addresses of all lot owners.
- d. **Other general business**
Letter to Major Road Projects Victoria – It was resolved to send a request to MRPV for tree plating and landscaping request as drafted by the committee.
- e. **Date for Next AGM**
The next AGM will be held at similar time in 2026.

14. Close of Meeting

As there was no other business the meeting closed at 6:52pm.

25th November 2025
Minutes Prepared by:

Sunny Chan
Owners Corporation Manager, for and on behalf of OC PS617864Y-OC1

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN OF SUBDIVISION – PS617864Y-OC1 76-90 Epping Road-1, Epping VIC 3076

Minutes of the Annual General Meeting held via Zoom Video
on **Monday 17th March 2025** at 5:05 pm

1. Welcome and Appointment of Chairperson of the Meeting

Mr Sunny Chan of Australian Body Corporate welcomed the members to the Annual General Meeting of OC No. PS617864Y-1 which commenced at 5:05pm.

It was agreed that Mr Sunny Chan was elected as Chairperson of the meeting and that he takes meeting minutes.

2. Noting Attendance, Apologies & Proxy

Lot No	Name	Present	Proxy
13	Karen Crouch	Yes	
15	Mohammad Asareh	Yes	
20	Marina Sekulovska	Yes	
34	Alexandra Connor & Jeffrey Jensen	Yes	
43	Stephanie Nativo	No	Gino Nativo
86	Anne Tanner	Yes	
113	Adrienne Ferrer	Yes	
115	Yarmini Tharan	Yes	
120	Peter Peppi	Yes	
121	Victor-Lee Roubos	Yes	
128	Marija Pop-Stefanova	Yes	Irena Krsteska
140	Sheree Cooper & Brendan Byron	No	Sunny Chan (ABC)

Apologies

Lot No	Name
35	Aristidis Dollas
60	Tanya Lowe
31	Bernadine Rozells

Manager(s) in attendance

Mr Sunny Chan of Australian Body Corporate

Voting

Voting will be by verbal acknowledgement.

Quorum Present

12 of 141 lots were present which represented less than 50% of total votes that 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 28 days after the date of the meeting unless members representing 25% of the voting entitlement in writing object to the resolutions to the secretary.

Pursuant to section 89B (1) of the Owners Corporation Act 2006, a lot owner who is in arrears for **any** amount owed to an owners corporation is not entitled to vote (either in person, by ballot or by proxy) on a resolution of the owners corporation unless the amount in arrears is paid in full.

3. Acceptance of previous AGM minutes

The minutes of the following meeting was circulated to the owners with the Notice of Meeting:

2023 Annual General Meeting (27th November 2023)

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

4. Presentation of previous year's Manager's report

The manager circulated the previous year's report the AGM Notice. The report attached below as a record to the minutes of the meeting.

**MANAGER'S REPORT
OWNERS CORPORATION No. 1 PS 617864Y
76-90 Epping Rd Epping VIC 3076**

Australian Body Corporate is a professionally registered (Strata Community Association VIC) management company and holds currency for indemnity with details noted below:

Insurer:	CHUBB Insurance Australia Ltd
Policy Number:	MPI0038557
Date:	31/07/24 to 31/07/25
Cover:	\$5,000,000.00

The report below summarises the items attended to by our office for the last 12 months.

Administrative tasks:

- Members' payments were received and banked
- Supplier invoices were recorded, and payments made
- Maintain then arrange for internally and externally audit of financials
- Renew Strata insurance policy on property

- Update and maintained members contact details on strata roll

Maintenance items completed:

- Lawn mowing serviced by Melbourne Maintenance Management & VSD Gardening on a monthly basis.
- Essential Services maintenance (Fire Safety) completed by Link Fire as per Occupancy Permit for external hydrants.
- Attended to Underground water leakage
- Seek credit for high volume water bill.
- Submit Amended Landscaping request to Whittlesea Council
- Successfully resolve Notice to Comply regarding decommissioning the pool on site.
- Working with the Committee Members to finalise scope of line marking tasks.
- Coordinating with Vic Road on certain actions which affect the buildings operation.

Manager items

- Raised Special Levy of \$71,100.00 to cover for Road Works and Insurance Endorsement.
- Organise and hold AGM
- Write & send out minutes of meeting
- Communications with owner(s) via email and phone calls.
- Site visit x4
- Last Insurance Valuation obtained in January 2024.

Formal Complaints & Breach Notices

- N/A

Insurance Disclosure & 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

Available on request.

Disclosure of Insurance Commissions

Please note that the Owners Corporation manager receives a commission of not more than 20% on the base premium of the insurance policy.

5. Acceptance of previous years financial reports

The manager circulated the financial reports for 2024 to all members with the AGM Notice.

Administration and Sinking
01/09/2023 – 31/08/2024

Balance Sheet & Income/Expenditure Statement.

The members accepted the financial reports for the year ending 31/08/2024 as tabled.

6. Owners Corporation Committee

a. **Nomination and Election** – It was resolved that below lot owners to form committee.

Lot No	Name	Position
43	Gino Nativo	Chairperson
20	Marina Sekulovska	Secretary
128	Irena Krsteska	Treasurer
35	Aristidis Dollas	Member
120	Peter Peppi	Member
13	Karen Crouch	Member
113	Adrienne Ferrer	Member
31	Bernadine Rozells	Member

There is no grievance committee required and elected at this meeting.

7. Review of Building and Public Liability Cover

The manager noted that the property currently had cover for:

Insurer - CHU
Policy Number - HU0015334
Policy Period - 01/03/2025 – 01/03/2026

Building Coverage - \$72,933,000
Public Liability - \$20,000,000
Fidelity - \$100,000

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.

Building Cover

That building cover will be increased automatically by 5% at renewal, or the amount suggested on the insurance valuation report.

Public Liability

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

Members are reminded that public liability risk within their private unit, is not covered the Owners Corporation's Strata Insurance Policy. Lot Owners need to cover this internal private risk by means of a separate insurance policy themselves.

Excesses

\$2,000 Standard

\$5,000 Water Damage

\$5,000 Exploratory Cost – Burst Pipes

a. Minimising the risk of litigation

The manager discussed the importance of being aware and alert to hazards and risk to both the common property and private lots. The Owners Corporation holds public liability cover of \$20 Million which complies with the legal minimum under Part 3, Division 6, s 60 of the OC Act 2006 and was deemed adequate by the members.

An Owners Corporation Risk Sheet was provided to all members along with the AGM Pack.

b. Valuation

The Manager advised the meeting that Division 6, Part 3 of the Owners Corporations Act 2006 requires the Owners Corporation to maintain Reinstatement Insurance sufficient to cover all costs involved in rebuilding the property to the same size & standard as when new – including architects / engineers fees, town planning charges, connection of utilities, removal of debris etc. as required under the Act.

The Owners Corporation were advised that in December 2021, new laws came into play. Thus, a valuation MUST be obtained every five years.

The last insurance valuation report was obtained 17th March 2024. It was resolved to obtain a report when it's required.

d. Disclosure to members re Contents/Landlords - Members are reminded that the Strata Insurance only covers the common area, for owner's contents within the unit/storage cages, 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.

e. Standing Resolution to automatically renew the Owners Corporation Insurance Policy

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, Australian Body Corporate be granted a Standing Direction to automatically renew the Owners Corporation insurance policies with the same policy benefits at renewal with committee's approval upon presenting additional quotations."

f. Resolution to grant the manager the ability to obtain funding for paying the Insurance Policy

The Owners Corporation resolved to grant the manager the ability to obtain funding for the purpose of payment of the annual insurance premium should the need arise.

8. Occupational Health & Safety Compliance

The manager emphasised the importance of keeping the common property well maintained to prevent injury and damage to all who use it. This any injury suffered on the common property would be claimed under the Owners Corporation's public liability and impact on the property's insurance premium.

At times Owners Corporations may request to have an OH&S report conducted on the property. Also, if there were spills, slipping or tripping hazards that were found, that the Owners Corporation manager be informed as soon as possible.

It was resolved that a Risk Register to be maintained and owners will continue to monitor the common area and report to the manager if there are any OH&S issue.

9. Common Property Maintenance

a. Landscaping

It was resolved that the committee will plan on landscaping and public lighting improvement on OC1 common property in stages to minimise financial impact to all owners. It was also resolved not to seek update from council on building notice.

b. Essential Services – Link Fire

It was resolved to maintain the current contractor however has requested that they provide prior notice before monthly alarm testing.

c. Pest Control – Propest Control

It was resolved to maintain the current contractor.

d. Lawns and Gardening – Melbourne Maintenance Management & VSD Gardening

It was briefly discussed that 1 contractor to be appointed instead of having 2 separate contractors. Manager to seek quotes for the committee to decide.

e. Other maintenance.

- Driveway roadworks

It was briefly discussed that the driveway will need repair, committee to provide some current photos and obtain quotes.

- Pipework Upgrade

It was briefly discussed to seek plumber's opinion on upgrading the current main pipes to mitigate risk to burst pipe in near future. Manager to seek advice from plumber and present possible solution to committee,

- Fire Cabinet

It was briefly discussed that the fire cabinet near 76 Epping needs replacing with vandal resistance option, if any.

Manager's Note:

- Maintenance work was required outside of the budgeted items, a special levy may be required.

10. Proposed Budget

a. Resolution to accept and adopt Owners Corporation Administration Fund Budget (01/09/2024 to 31/08/2025)

The proposed budget of \$200,000.00 was tabled at the meeting, which was enclosed and circulated to all members with the Annual General Meeting Notice prior to the meeting.

It was resolved to accept the proposed Administration Fund budget of \$200,000.00. This represents 50.38% increase compared to the prior year's amount collected.

Manager's Note: It was discussed that to highlight main cause of increase due to increased in insurance sum insured.

Resolution to accept and adopt Owners Corporation Sinking Fund Budget (01/09/2024 to 31/08/2025)

The proposed budget of \$6,000.00 was tabled at the meeting, which was enclosed and circulated to all members with the Annual General Meeting Notice prior to the meeting.

It was resolved to adopt the Maintenance Fund Plan and the proposed Sinking Fund budget of \$6,000.00.

b. Delegation to OC Manager to collect shortfall levies.

It was resolved that as the current financial year's fee notices have been issued to the owners already, an adjustment levy will be issued to cover the increase of the budget.

c. Levy Frequency

It was also resolved that the fees be charged quarterly by lot liability.

11. Debt Collection & Penalty Interest

It was briefly discussed about the debt collection procedures that were being taken by the management to follow up about the arrears.

a. Arrears

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

b. 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 30 days.

c. Legal Action

Members resolved that - "That the Owners Corporation Manager is authorized to commence legal proceedings in either the Victorian Civil and Administrative Tribunal or the Magistrates' Court of Victoria for the recovery of outstanding contributions and charges for any lot when necessary to do so."

d. 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 the Owners Corporation Manager

The manager expressed appreciation for the opportunity 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.

It was resolved to renew the Contract of Appointment for 1 year and below owners to sign the contract via Docusign.

Lot No	Name
43	Gino Nativo
128	Irena Krsteska

13. General Business

- a. It was resolved to appoint Mr Pasquale Daniele, Director of Australian Body Corporate as the Public Officer of the Owners Corporation.
- b. **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. If the problem to your own private lot, you will be liable for the costs of the call out and any other related charges incurred.

ROSCON have introduced a subscription fee to be charged based on the size of the Owners Corporation, the **annual** subscription fee will be \$1,333.20.

The Owners Corporation resolved to subscribe to this service and will be reviewed at the next AGM.

c. Electronic Communication (paperless documentation)

It was resolved that all levy invoices, meeting notices and communication correspondences will be electronically sent to the valid email addresses of all lot owners.

d. **Other general business**

NIL

e. **Date for Next AGM**

The next AGM will be held at similar time in 2026.

14. Close of Meeting

As there was no other business the meeting closed at 7:02pm.

19th March 2025

Minutes Prepared by:

Sunny Chan

Owners Corporation Manager, for and on behalf of OC PS617864Y-OC1

INFORMATION ONLY



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	01/03/2025 to 01/03/2026 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: \$72,933,000
Common Area Contents: \$0
Loss of Rent & Temporary Accommodation (total payable): \$10,939,950

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 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$2,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – 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 9 – Lot owners' fixtures and improvements (per lot)



Sum Insured: \$250,000

Flood Cover is included.

Date Printed

18/03/2025

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 QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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



Sara Seif
Planning Enforcement Officer

INFORMATION ONLY

Enquiries: Anne Hatzis

In Reply

Please Quote: Planning Permit No. 708800 / JAS

10 January 2024

The Secretary
Australian Body Corp
PO Box 278
DONCASTER HEIGHTS VIC 3109

Dear Sir / Madam

Failure to Comply with Whittlesea Planning Permit No. 708800 issued 22 December 2005 for property located at 80H Epping Road, Epping (FKA 80A Epping Road, Epping)

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

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

As part of this program, Council's Planning Enforcement Officers have carried out an inspection of your site and observed that **Whittlesea Planning Permit No. 708800** is not being complied with in the following respects: -

- **The areas designated as landscaping are not being maintained to the satisfaction of the Responsible Authority or in accordance with the endorsed landscape plan.**
- **The areas designated as car parking are not clearly line marked.**
- **The car stoppers within the designated car parking areas are damaged.**

Consequently, you are afforded **28** days from the date of this letter to fully comply with the above **Planning Permit No. 708800** and the associated endorsed plans by carrying out the following: -

- **Reinstate, re-plant, weed, mulch and maintain the areas designated as landscaping to the satisfaction of the Responsible Authority and in accordance with Planning Permit No. 708800 and the endorsed landscape plan.**

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
www.whittlesea.vic.gov.au

 Free Telephone Interpreter Service

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

- **Line-mark the entire car park area to indicate each car space and all access lanes to the satisfaction of the Responsible Authority.**
- **Repair and/or replace all car stoppers within the designated car parking areas in accordance with the associated endorsed plans.**

Council records also indicate that a landscape bond of **\$10,000** as security deposit for the satisfactory completion and maintenance of the landscaping works required by the above planning permit has also been lodged with Council.

Upon satisfactory completion of the landscaping works, Council will release the bond in accordance with the planning permit conditions.

However, at this time Council is unable to release the security deposit given that the designated landscaping areas have not been completed and maintained in accordance with the above planning permit and the endorsed landscape plan.

Failure to comply with this request may result in further enforcement action being initiated against all parties.

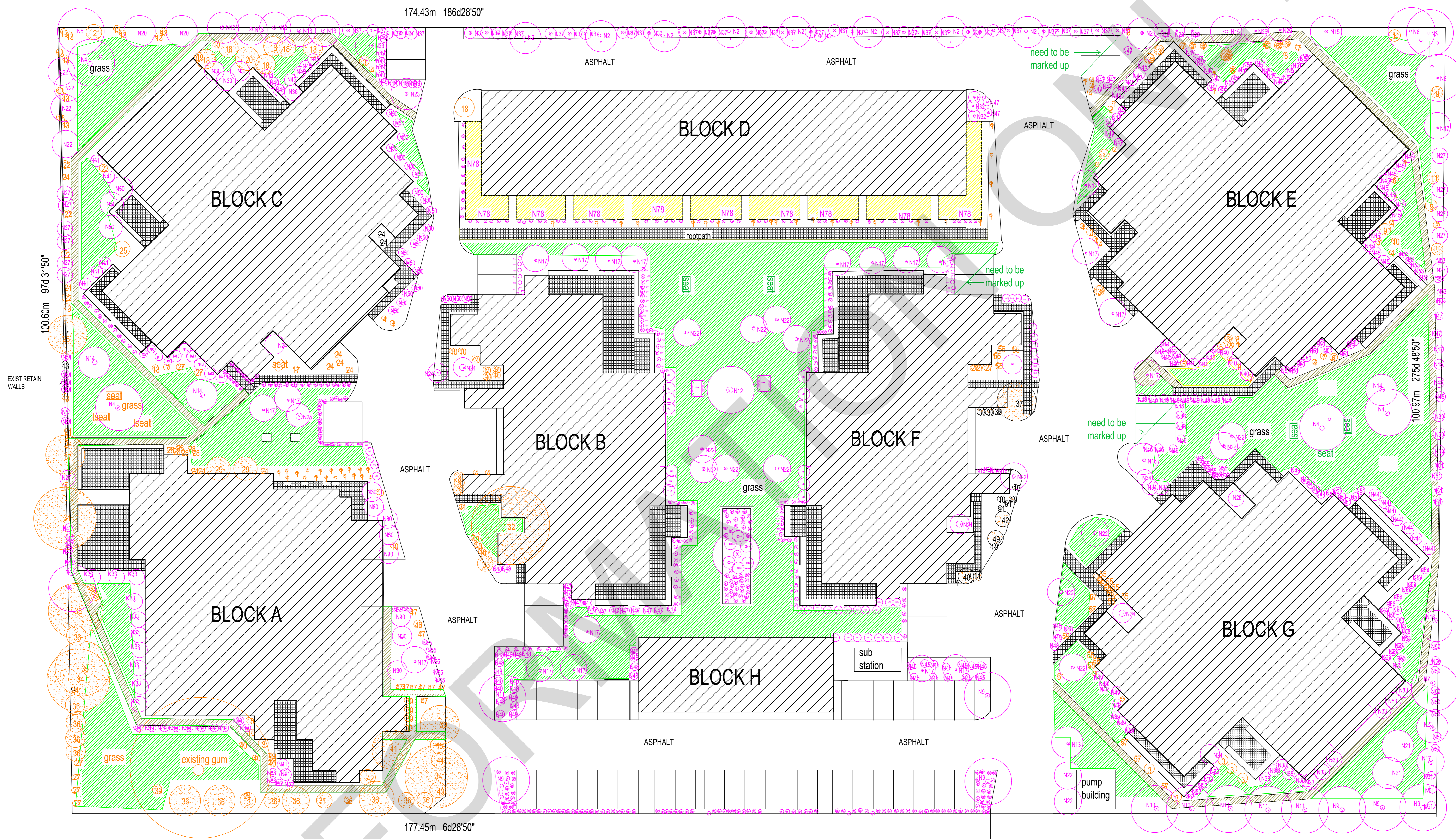
Please be advised that once the landscaping has been reinstated to the satisfaction of the Responsible Authority it **MUST** be continuously maintained to Council's satisfaction as stated in the above planning permit.

Should you have any further queries in relation to these matters you are urged to immediately contact Council's Senior Planning Enforcement Officer, Anne Hatzis, on telephone number 9217 2170 (option 1 - Building and Planning).

Yours faithfully

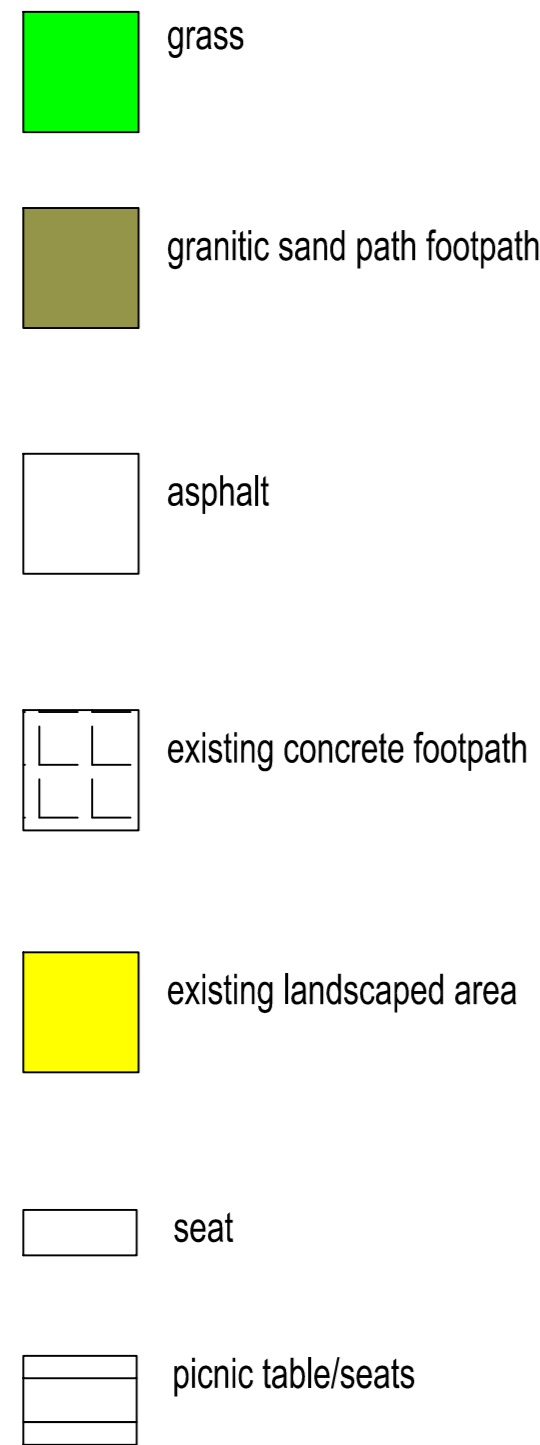


Das Angelakos
Unit Manager Planning Enforcement



e p p i n g r o a d

<p>PROJECT PROPOSED LANDSCAPE PLAN AT 76-90 EPPING RD, EPPING</p> <p>CLIENT EPPING ROAD PROJECT PTY LTD</p>	<p>BUILDING DESIGNER JENNIFER NEIVANDT DESIGN 4 RADIANT CRESCENT, FOREST HILL 3131 PH: 9894 4477 neivandtdesign@gmail.com</p> <p>DRAWING TITLE SITE PLAN</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td>JUNE 2019</td> <td>July 2024</td> </tr> <tr> <td>SCALE</td> <td>1:200 at A0</td> </tr> <tr> <td>SHEET SIZE</td> <td>A3</td> </tr> <tr> <td>REG NO</td> <td>DPIAD2001</td> </tr> </tbody> </table>	DATE	REVISIONS	JUNE 2019	July 2024	SCALE	1:200 at A0	SHEET SIZE	A3	REG NO	DPIAD2001	<p>SHEET NO 2/2</p>
DATE	REVISIONS												
JUNE 2019	July 2024												
SCALE	1:200 at A0												
SHEET SIZE	A3												
REG NO	DPIAD2001												



LEGEND-EXISTING

symbol	botanical name	common name	hwx(M)	qty	pot size
1	ACORUS GRAMINEUS	GRASS LEAF SWEET FLAG	0.4X0.4	49	20CM
2	AGAVE DECIPENS	FALSE SISAL-DWARF	0.6X0.6	2	20CM
	CORREA	CORREA	0.8X1.3	15	20CM
4	FESTUCA RUBRA	RED FESCUE	0.6X0.6	16	20CM
5	?	?	0.7X0.8	3	20CM
6	GAURA LINDHEIMEIN	BUTTERFLY PLANT	1X1	8	20CM
7	WESTRINGIA	VARIEGATED WESTRINGIA	0.7X0.8	12	20CM
8	NANDINA	NANDINA	1.5X0.5	4	20CM
9	CALLISTEMON	CALLISTEMON	1.5X1.5	4	30CM
10	DIETES GRANDIFLORA	NATIVE IRIS	0.8X0.8	19	20CM
11	GREVILLEA	GREVILLEA	1.5X1.5	4	30CM
13	YUKKA ALOIFOLIA	SPANISH DAGGER	0.6X0.3	13	20CM
17	CAMELLIA SINENSIS	CHINESE TEA PLANT	1.5X0.6	1	30CM
18	CORREA	CORREA	2X2.5	7	30CM
19	HEATH	HEATH	0.6X1	1	20CM
20	CASUARINA EQUITIFOLIA	BEACH SHE OAK	2.5X3	1	30CM
21	PIERIS JAPONICA	JAPANESE ANDROMEDA	3X2	1	30CM
22	VIMNARIA JUNCEA	GOLDEN SPRAY	1X1	4	20CM
23	GOODENIA OVATA	HOP GOODENIA	0.5X1	1	20CM
24	YUCCA ELEPHANTIPES	YUCCA ELEPHANTIPES	4X0.6	15	30CM
25	CALLISTEMON	BOTLEBRUSH	5X2	1	30CM
26	EUCALYPTUS	EUCALYPTUS	10X4	2	30CM
28	LEUCOPHYTA	CUSHION BUSH	0.5X0.5	7	20CM
29	FRUIT TREE	FRUIT TREE	3X3	2	30CM
30	SEDUM SEXANGULARE	SEDUM CREEPER	0.2X3.5	8	20CM
31	HYMENOSPORUM FLAXUM	NATIVE FRANGIPANI	5X2	2	30CM
32	SCHINUS MOLLE	PEPPERCORN TREE	5X10	1	30CM
33	BANKSIA	BANKSIA	5X2	1	30CM
34	MELIA AZEDARACH	WHITE CEDAR	10X8	3	30CM
35	ACACIA MELANOXYLON	ACACIA MELANOXYLAN	7X7	2	30CM
36	EUCALYPTUS ROBUSTA	SWAMP MAHOGANY	5 X 2.5	13	30CM
37	OLEA EUROPAEA	OLIVE TREE	8X5	2	30CM
38	HAKEA LAURINA	PINCUSHION	4X4	1	30CM
40	ERIOSTEMON MYOPOROIDS	LONG LEAF MYOPOROIDS	2X2	5	30CM
41	CORYMBIA FICIFOLIA	CORYMBIA	5X2	2	30CM
42	CORREA PULCHELIA	AUSTRALIAN FUSCIA	0.3 X 2	2	20CM
43	EUPHORBIA CREEPER	EUPHORBIA HYSSIPIFOLIA	0.2X2	1	20CM
44	WATTLE	WATTLE	4X4	1	30CM
45	CALLISTEMON	BOTTLE BRUSH	4X4	1	30CM
46	HEBE SPECIOSA DIOSMIFOLIA	HEBE VERONICA	0.6X1	1	20CM
47	OPHIOGIN LILYTIRF JAPANICUS	MONDO GRASS	0.3X0.3	9	20CM
48	WESTRINGIA HEDGE	WESTRINGIA HEDGE	2X0.8	1	30CM
49	BANKSIA MARGINATA	SILVER BANKSIA	6X2	1	30CM
55	GERANIUMS	GERANIUMS	0.6X0.6	6	20CM
57	COTONEASTER HORIZONTALIS	ROCKSPRAY COTONEASTER	0.5X0.5	6	20CM

LEGEND-NEW

symbol	botanical name	common name	hwx(M)	qty	pot size
N2	EUCALYPTUS LITTLE SNOWMAN	DWARF GUM	6X4	9	25CM
N3	EUCALYPTUS DIVES	BROAD LEAFED PEPPERMINT	12X6	1	25CM
N4	EUCALYPTUS POLYANTHES	RED BOX	12X6	5	25CM
N6	EUCALYPTUS VIMINALIS	MANNA GUM	12X6	2	25CM
N7	EUCALYPTUS OVATA	SWAMP GUM	10X6	1	25CM
N8	ACACIA MELANOXLON	BLACKWOOD	12X6	2	25CM
N9	EUCALYPTUS CITRIODORA	LEMON SCENTED GUM	12X6	7	25CM
N10	AGONIS FLEXUOSA	WILLOW MYRTLE	8X6	3	25CM
N11	EUCALYPTUS FICIFOLIA	RED FLOWERING GUM	8X6	3	25CM
N12	MELIA AZEDARACH	WHITE CEDAR	8X6	4	25CM
N13	ALLOCASUARINA LITTORALIS	BLACK SHE OAK	8X4	7	25CM
N14	BANKSIA INTEGRIFOLIA	COAST BANKSIA	8X4	3	25CM
N15	EUCALYPTUS SILVER PRINCESS	GUNGURRU	7X4	10	40CM
N16	EUCALYPTUS TORQUATA	CORAL GUM	7X4	5	25CM
N17	ACACIA IMPLEXA	LIGHTWOOD	7X3.5	22	20CM
N18	CALLISTEMON SALIGNA	BOTTLEBRUSH	6X4	2	20CM
N20	LEPTOSPERMUM LAEVIGATUM	COASTAL TEA TREE	6X4	4	20CM
N21	TRISTONIOPSIS LAURINA	WATER GUM	6X4	3	20CM
N22	HYMENOSPERUM FLAVUM	NATIVE FRANGIPANI	7X3.5	19	25CM
N23	HAKEA LAURINA	PINCUSHION HAKEA	5X4	8	20CM
N24	BANKSIA MARGINATA	SILVER BANKSIA	5X2.5	7	20CM
N25	EUCALYPTUS FORRESTIANA	FUSCHIA GUM	4.5X3	3	20CM
N27	VIMINARA JUNCEA	GOLDEN SPRAY	3X2	9	20CM
N28	LEPTOSPERMUM LANIGERUM	WOOLLY TEA TREE	3X2	4	20CM
N30	PROSTANTHERA LASIANTHOS	VICTORIAN CHRISTMAS BUSH	3X2.5	11	20CM
N32	DODONEA VISCOSA SSP CUNEATA	WEDGE LEAF HOP BUSH	3X1.5	3	20CM
N33	OLEARIA LINATA	SNOWY DAISY BUSH	2X2	1	20CM
N34	BANKSIA BAUEN	POSSUM BANKSIA	2X2	3	15CM
N36	SOLANUM LACINIATUM	LARGE KANGAROO APPLE	2X2	1	15CM
N37	GREVILLEA ROSMARINFOLIA	ROSEMARY GREVILLEA	2X1.5	39	15CM
N38	CORREA GLABRA	ROCK CORREA	2X1.5	5	15CM
N39	CORREA ALBA	WHITE CORREA	1.8X1.5	3	15CM
N40	DODONEA VISCOSA PURPUREA	WEDGE LEAF HOP BUSH	3X1.5	24	15CM
N41	GOODENIA OVATA	HOP GOODENIA	1.5X1.5	7	15CM
N43	HYMENANTHERA DENTATE	TREE VIOLET	1.5X1.5	6	15CM
N44	INDIGOFERA AUSTRALIS	AUSTRAL INDIGO	1.5X1.5	7	15CM
N45	WESTRINGIA FRUCTICOSA	COAST ROSEMARY	1.5X1.5	46	15CM
N46	CORREA REFLEXA	COMMON CORREA	1.5X1	20	15CM
N47	LEUCOPHYTA BROWNI	CUSHION BUSH	1X 1	62	15CM
N48	CORREA DUSKY BELLS	CORREA	1X 1	30	15CM
N49	EPACRIS IMPRESSA	COMMON HEATH	1X 1	19	15CM
N50	PIMELIA AXIFLORA	BOOTLACE BUSH	1X 1	56	15CM
N51	TETRATHECA OLIATA	PINK BELLS	1X 1	37	15CM
N53	HIBBERTIA OBTUSIFOLIA	GUINEA FLOWER	0.8X 0.8	34	10CM
N55	DILLWINNIA CINERASCENS	GREY PARROT PEA	0.8X 0.8	16	10CM
N71	DIANELLA LONGIFOLIA	PALE FLAX LILY	0.75X 0.75	15	10CM
N77	PATERSONIA FRAGILIS	NATIVE IRIS	0.5X 0.5	340	10CM
N78	PHORMIUM SURFER BOY	FLAX	0.5X 0.5	59	15CM

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 708800
Sheet 2 of 2 Date: 7/10/2025

SHEET NO
1/2

PROJECT	BUILDING DESIGNER	DATE REVISIONS			
		DATE	REVISIONS		
PROPOSED LANDSCAPE PLAN AT 76-90 EPPING RD, EPPING	JENNIFER NEIVANDT DESIGN 4 RADIANT CRESCENT, FOREST HILL 3131 PH-9894 4477 neivandtdesign@gmail.com	DATE	July 2024	July 2024	A-hatching boxes added
		SCALE	1:150 at A2		
		SHEET SIZE	A3		
		REG NO	DP/AD2001		

CLIENT EPPING ROAD PROJECT PTY LTD

DRAWING TITLE LEGEND

ENDORSED UNDER SECONDARY CONSENT

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 calendar days after the dispute comes to the attention of all the parties.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

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.

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No. 3 PS 617864Y

Address **Building B – Melaleuca, 86 Epping Road, Epping VIC 3076**

This certificate is issued for **Lot 58** on Plan of Subdivision no **617864Y**

Postal address is C/- Australian Body Corporate
PO Box 278
Doncaster Heights VIC 3109
Tel: 03 8418 8787
admin@ausbodycorp.com.au

IMPORTANT:

The information in this certificate is issued on **18 December 2025**.

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

- (a) The current fees annual fees for the lot are **\$1,645.16*** which is payable in quarterly instalments due every 01 September, 01 December, 01 March & 01 June.
** The annual fees are based on the approved Budget of FY 25-26. These fees are subject to change at the next AGM*
- (b) The period for which the fees for the lot have been levied is 01 December 2025 to 28 February 2026.
- (c) The total of any unpaid fees or charges for the lot as of this certificate date is **\$0.29*** which is comprised of:
Due Date – 01/12/25 – Owners Corp Fees 01/12/25 – 28/02/26 - \$0.29 (Total - 411.29; Paid - \$411.00)
**Please contact our office via email prior to Settlement for updated arrears amounts and confirm total outstanding.*
- (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 which was a requirement under planning permit 708800. Whittlesea council has issued an enforcement notice date 10th January 2024 to address issues relating to:

1. Reinstatement of the landscaping based on the approved landscaping plan from 2005
2. Reinstatement car park line marking to all common areas to define parking for residents and visitors
3. Reinstatement car park wheel stoppers

After further negotiations, Whittlesea council have agreed to provide a further extension for the Owners Corporation No. 1 that by 30th March 2024 that points 2 & 3 must be addressed and that an amended landscaping plan be submitted to the council for review. Further extension for the landscaping will be provided should the council approve the plan. Costs for engaging a landscape architect and contractors to complete any approved plans have not yet been finalised and that a special levy may be required. At the date of this certificate the cost to satisfy the deficiency in planning permit 708800 is not yet know. A copy of The City of Whittlesea correspondence is attached to this certificate. A further extension has been granted till 30 June 2024, awaiting to receive updated letter from council.

The Owners Corporation is currently obtaining painting / re rendering quotations for the external of the building for 86 Epping Rd Epping. The quotations will be reviewed and if the works are approved to proceed, a special levy may be required to raise funds for the balance of costs for the works. At the date of this certificate the cost to undertake the paint rendering works is not yet known. Please refer to the AGM minutes for further information on this matter.

The Owners Corporation has experienced various water ingress incidents arise from failed water proofing on private balcony / courtyard / bathroom / toilet.

Please note that (as per the Plan of Subdivision) if any water leakage or damage arising from individual balcony/courtyard/ bathroom / toilet, that lot owner would be responsible and would be obligated to carry out the necessary repairs to prevent further damage to common areas and/or other lots.

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

Name of Company:	CHU Underwriting Agencies Pty Ltd
No. of Policy:	HU0015334
Kind of Policy:	Residential Strata Insurance
Building Amount:	\$72,933,000
Public Liability Amount:	\$20,000,000
Renewal Date:	01/03/2025

(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 **18 December 2025** are **\$51,005.69**

(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:

Contract: Agreement with Origin Energy for the Installation, Operation and Maintenance of a Central Water Heating System and Associated Billing system and the Supply of Unmetered Cooker Gas.

(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 and a copy is enclosed with this certificate. This notice is yet to be satisfied. At the date of this certificate the cost to satisfy the deficiency in planning permit 708800 is not yet know.

(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 a party to or aware of any proceedings other than legal proceedings at VCAT/Magistrates court to recover outstanding Owners Corporation fees from owners 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
admin@ausbodycorp.com.au

(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: 18 December 2025

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 on behalf of
Owners Corporation No. 3 PS 617864Y



INFORMATION ONLY

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN OF SUBDIVISION – PS617864Y-OC3 Building B - Melaleuca, 86 Epping Road-3, Epping VIC 3076

Minutes of the Annual General Meeting held via Zoom Video
on **Thursday 13th November 2025** at 6:00 pm

1. Welcome and Appointment of Chairperson of the Meeting

Mr Sunny Chan of Australian Body Corporate welcomed the members to the Annual General Meeting of OC No. PS617864Y-3 which commenced at 6:00pm.

It was agreed that Mr Sunny Chan was elected as Chairperson of the meeting and that he takes meeting minutes.

2. Noting Attendance, Apologies & Proxy

Lot No	Name	Present	Proxy
NIL			

Apologies

Lot No	Name
60	Tanya Lowe

Manager(s) in attendance

Mr Sunny Chan of Australian Body Corporate

Voting

Voting will be by verbal acknowledgement.

Quorum Present

A quorum for a General Meeting is at 50% of the total votes or if 50% of the total votes is not available the Quorum is at least 50% of the total Lot Entitlement.

As there were no members present at the meeting either in person or by proxy, in accordance with section 78 of the Owners Corporation Act 2006 the meeting proceeded and motions were passed as interim resolutions.

Resolutions become binding on the Owners Corporation 28 days after the date of the meeting unless members representing 25% of the voting entitlement in writing object to the resolutions to the secretary.

Pursuant to section 89B (1) of the Owners Corporation Act 2006, a lot owner who is in arrears for **any** amount owed to an owners corporation is not entitled to vote (either in person, by ballot or by proxy) on a resolution of the owners corporation unless the amount in arrears is paid in full.

3. Acceptance of previous AGM minutes

The minutes of the following meeting was circulated to the owners with the Notice of Meeting:

2024 Annual General Meeting

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

4. Presentation of previous year's Manager's report

The manager circulated the previous year's report the AGM Notice. The report was accepted by the members present

5. Acceptance of previous years financial reports

The manager circulated the financial reports for 2024 to all members with the AGM Notice.

Administration and Sinking
01/09/2024 – 31/08/2025

Balance Sheet & Income/Expenditure Statement.

The members accepted the financial reports for the year ending 31/08/2024 as tabled.

6. Owners Corporation Committee

- a. **Nomination and Election** – It was resolved that no committee formed in the financial year.

There is no grievance committee required and elected at this meeting.

7. Review of Building and Public Liability Cover

Please refer to OC1

8. Occupational Health & Safety Compliance

The manager emphasised the importance of keeping the common property well maintained to prevent injury and damage to all who use it. This any injury suffered on the common property would be claimed under the Owners Corporation's public liability and impact on the property's insurance premium.

At times Owners Corporations may request to have an OH&S report conducted on the property. Also, if there were spills, slipping or tripping hazards that were found, that the Owners Corporation manager be informed as soon as possible.

9. Common Property Maintenance

- a. **Cleaning Services – Ringwood Property Services**
It was resolved to include annual car park cleaning into the cleaning scope.
- b. **Lawns & Gardening – Melbourne Maintenance Management**
It was resolved to change the service to VSD Gardening that is currently taking care of the OC1 area.
- c. **Essential Services – Link Fire**
It was resolved to maintain the current contractor.
- d. **Garage Gate Maintenance – Fantastic Garage Doors**
It was resolved to maintain the current contractor.
- e. **Waste Management - iDump**
It was resolved to maintain the current contractor.
- f. **Gutter Cleaning – Set Up Annually**
It was resolved to proceed close the gap as quoted.
- g. **Gap between flashing and wall close to unit 103. Quoted \$1,045.00**
It was resolved to proceed close the gap as quoted.
- h. **Other maintenance.**
NIL

Manager's Note:

- Maintenance work was required outside of the budgeted items, a special levy may be required.

10. Proposed Budget

- a. **Resolution to accept and adopt Owners Corporation Administration Fund Budget (01/09/2025 to 31/08/2026)**

The proposed budget of \$34,000.00 was tabled at the meeting, which was enclosed and circulated to all members with the Annual General Meeting Notice prior to the meeting.

It was resolved to accept the proposed Administration Fund budget of \$34,000.00. This represents no increase compared to the prior year's amount collected.

- b. **Delegation to OC Manager to collect shortfall levies.**
It was resolved that as the current financial year's fee notices have been issued to the owners already, an adjustment levy will be issued to cover the increase of the budget.
- c. **Levy Frequency**
It was also resolved that the fees be charged quarterly by lot liability.

11. Debt Collection & Penalty Interest

It was briefly discussed about the debt collection procedures that were being taken by the management to follow up about the arrears.

a. DEBT COLLECTION:

1. Pursuant to sections 11 and 18 of the Owners Corporation Act 2006 (Vic), by ordinary resolution, members resolved that Owners Corporation ("the OC") delegate and authorise the Owners Corporation Manager to:
instruct, liaise and or engage a third-party legal representative and or any other third party:
 - a. to seek advice in relation to money owed to the OC by a lot owner (being less than \$100,000.00)
 - b. issue letter(s) of demand to a lot owner or other party in relation to money owed to the OC by a lot owner;
 - c. negotiate and or enter a lot owner and the OC into a payment plan in relation to money owed to the OC by a lot owner; and or
 - d. to investigate the whereabouts of a lot owner or director of a company.
2. commence legal proceedings on behalf of the OC to recover money owed to the OC by a lot owner (being less than \$100,000);
3. instruct, liaise and or engage a third-party legal representative and or any other third party to commence any legal proceeding to recover any money owed to the OC by a lot owner (being less than \$100,000) in any court or tribunal of competent jurisdiction as a debt due to the owner corporation; and
4. instruct, liaise and or engage a third-party legal representative and or represent the OC in any applications, legal proceedings, negotiations and or settlements, including the power to give all instructions from time to time as necessary or desirable for the prosecution and/or settlement of any claims, applications or legal proceedings arising from recovery proceedings and/or the enforcement of the Judgements.

b. 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."

c. Cost Recovery:

Members resolved by Ordinary Resolution - "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 2018 or the Rules of the Owners Corporation."

12. Appointment of the Owners Corporation Manager

The manager expressed appreciation for the opportunity 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.

It was resolved to rollover the Contract of Appointment for 1 year.

13. General Business

- a. It was resolved to appoint Mr Pasquale Daniele, Director of Australian Body Corporate as the Public Officer of the Owners Corporation.
- b. **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. If the problem to your own private lot, you will be liable for the costs of the call out and any other related charges incurred.
- c. **Electronic Communication** (paperless documentation)
It was resolved that all levy invoices, meeting notices and communication correspondences will be electronically sent to the valid email addresses of all lot owners.
- d. Other General Business – NIL
- e. **Date for Next AGM**
The next AGM will be held earlier subject to finalising of Financial Report.

14. Close of Meeting

As there was no other business the meeting closed at 6:15pm.

14th November 2025
Minutes Prepared by:

Sunny Chan
Owners Corporation Manager, for and on behalf of OC PS617864Y-OC3



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	01/03/2025 to 01/03/2026 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: \$72,933,000
Common Area Contents: \$0
Loss of Rent & Temporary Accommodation (total payable): \$10,939,950

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 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$2,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – 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 9 – Lot owners' fixtures and improvements (per lot)



Sum Insured: \$250,000

Flood Cover is included.

Date Printed

18/03/2025

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 QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

INFORMATION ONLY

Enquiries: Sara Seif

In Reply
Please Quote: 708800

10 April 2019

OC3
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 86 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

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 calendar days after the dispute comes to the attention of all the parties.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

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.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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