

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

SIGNING OF THIS CONTRACT

WARNING: This is a legally binding contract. You should read this contract before signing it
You should consider the effect (if any) that the windfall gains tax may have on the sale of this land under the contract

Purchasers should ensure that prior to signing a 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...../...../20.....

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

.....

.....

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

.....

Sophie Miroslava Vitesnik

on...../...../20.....

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

State nature of authority, if applicable:

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

Particulars of sale

Vendor's estate agent

Name: Harcourts Rata & Co
Address: 1/337 Settlement Road Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 9465 7766 Mob: Ref:

Vendor

Name: Sophie Miroslava Vitesnik
Address:

Vendor's legal practitioner or conveyancer

Name: Hamer Conveyancing
Address: 14 Ridge Avenue Hampton East 3188
Email: info@hamerconveyancing.com.au
Telephone: 0403 362 127 Ref: 111817:S:AH

Purchaser

Name:
Address:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title Reference	being lot	on plan
Volume 11381 Folio 769	3	PS703863W

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

The land includes all improvements and fixtures.

Property address

The address of the land is Unit 3/56 Heyington Avenue, Thomastown VIC 3074

Goods sold with the land (list or attach schedule)

All fixed floor coverings, electric light fittings, and window furnishings as inspected

Payment

Price \$.....

Deposit \$..... by/...../20..... (of which \$..... has been paid)

Balance \$..... payable at settlement

Deposit Bond

General condition 15 applies only if the box is checked

Bank Guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

If this is a sale of land on which a 'farming business' or 'going concern' then add the words 'farming business' or 'going concern' in this box

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

Settlement (general conditions 17 & 26.2)

is due on/...../20.....

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box, in which case the property is sold subject to and the particulars of the lease are:

a residential tenancy for a fixed term ending on/...../20.....
OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 30 and add any further provisions by way of special conditions

Loan (general condition 20)

If this box is checked this contract is subject to loan approval

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

Lender:

Loan amount: Not more than \$

Approval date:/...../20.....

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special conditions

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

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

1 Amendments to General Conditions

1.1 The Purchaser and the Vendor agree that if there is:

- (a) any inconsistency between the provisions of the General Conditions and these Special Conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of these Special Conditions will prevail and have priority; and
- (b) any inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other Special Conditions will prevail and have priority over this Special Condition.

1.2 General Condition 17.1(b)(i) is amended to read: "provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and".

1.3 General Condition 31.4 to 31.6 (inclusive) are deleted.

1.4 General Condition 33 is amended by deleting "2%" and replacing it with "4%".

2 Acknowledgment

The Purchaser acknowledges receiving, before paying any money or signing any document relating to this sale:

- (a) a copy of this Contract;
- (b) a Vendor's Statement (signed by the Vendor); and

- (c) the Due Diligence Checklist published by Consumer Affairs Victoria, a copy of which is attached to this Contract

3 Whole Contract

The Purchaser acknowledges that this Contract and the Vendor's Statement contains the entire understanding and the whole agreement between the parties relating to the sale of the property and the parties expressly agree and declare that:

- (a) no other conditions, obligations, stipulations, terms, agreements or provisions whether in respect of the property or otherwise shall be implied or be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement and all previous negotiations, information, representations, warranties, arrangements and statements (if any) express or implied (including any collateral agreement or warranty) with reference to the subject matter of this Contract or the intentions of either party are merged in this Contract and they are hereby expressly excluded and cancelled;
- (b) the Vendor's agents, solicitors, servants and employees have no authority to make or communicate any representation, forecast, prediction, warranty, arrangement, indication, condition or statement binding on the Vendor which is not embodied in this Contract;
- (c) notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty as to the condition of any improvements, fixtures, fittings or the chattels (if any) hereby sold or any depreciation or building investment allowances that the Purchaser may have the benefit of following settlement; and
- (d) in entering into this Contract, the Purchaser has made its own inquiries and investigations and relies entirely upon its own judgment.

4 Measurements

The Purchaser acknowledges that the land as offered for sale and inspected by the Purchaser is identical with that described in the particulars of sale and in the Vendor's Statement. The Purchaser may not make any requisition or claim any compensation for any actual or alleged misdescription of the property or deficiency in its area or measurements and may not call upon the Vendor to amend title or to bear all or any part of the cost of so doing.

5 Planning Restrictions

The Purchaser buys subject to any restriction on the use of the property imposed by the relevant planning scheme, all planning permits, all other relevant planning controls or by any authority empowered by legislation to control the use of the property.

6 Condition of Property

- 6.1** The Purchaser warrants to the Vendor that, as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, 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.
- 6.2** The Purchaser will not make a claim or requisition or delay completion of this transaction or rescind or terminate this Contract because of anything concerning the matters referred to in special condition 6.1 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.
- 6.3** The Purchaser acknowledges that the improvements on the property 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 Vendor's title and the Purchaser may not avoid this Contract or make any requisition or claim any compensation from the Vendor on that ground.
- 6.4** The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.
- 6.5** The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on or after the day of sale in respect of all orders or requirements under the building regulations.

- 6.6** The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the Purchaser must do so at the Purchaser's cost and expense.

7 Default

The Vendor gives notice to the Purchaser that if the Purchaser fails to complete the purchase of the Property by the Settlement Date the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay the Vendor in addition to the interest payable in accordance with special condition 1.4 of this 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) penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- (c) interest payable by the Vendor under any existing mortgage over the Property calculated from the Settlement Date;
- (d) costs and expenses as between the Vendor's legal representative and the Vendor;
- (e) all reasonable expenses incurred by the Vendor as a result of the breach, including all accommodation and costs (if any) and;
- (f) the costs of the Vendor for remedying any default by the Purchase under this Contract which the Vendor may but is not obliged to and may do without any notice to the Purchaser and if so, elected by the Vendor all costs incurred by the Vendor (including all legal costs charged professional costs and disbursements and expenses including consultant's costs

without prejudice to any other rights that the Vendor may have in respect of the Purchaser in relation to such default and in particular without prejudice to the Vendor's

8 Waiver

The Purchaser's liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract will not be, or be deemed to be, waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of money tendered by the Purchaser not in accordance with this Contract.

Time will be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

9 Guarantee

If a company purchases the Property:

- (a) any person who signs this Contract will be personally liable for the due performance of the Purchaser's obligations as if the signatory were the Purchaser; and
- (b) the Purchaser must procure that every director of the Purchaser must sign the Guarantee on or prior to the Day of Sale

10 FIRB Approval

- 10.1** If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions & Takeovers Act 1975* or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions & Takeovers Regulations to enter into this Contract, the Purchaser warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.

- 10.2** The Purchaser unconditionally indemnifies the Vendor against any loss or expense (including any consequential loss) which the Vendor suffers as a result of having relied on the warranty.

11 No Merger

Obligations under this Contract which have not been satisfied at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

12 Land Tax

For the avoidance of doubt, General Condition 23 of the Contract shall not be read as requiring the parties to adjust land tax. The purchaser will not be required to make an allowance for any land tax payable by the vendor in relation to the property.

13 Pool Registration and Fencing Compliance

The vendor makes no warranties nor representations that any pool or spa on the property has been registered with the relevant Council nor that the pool or spa has a compliant safety barrier. The purchaser acknowledges and agrees that it shall be responsible for registering the pool or spa with the Council, ensuring that the pool or spa has a compliant safety barrier, and lodging a barrier compliance certificate with the Council. The purchaser shall not make any objection nor requisition, claim any compensation (now nor at any time in the future) nor delay settlement as a result of the issue or non-issue or the lodgement or non-lodgement of any barrier compliance certificate

14 Auction Rules (if applicable)

If the Property is offered for sale by auction, it shall be subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the *Sale of Land (Public Auctions) Regulations 2014*, or any rules prescribed by regulation which modify or replace those Rules.

INFORMATION ONLY

General conditions

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1. The warranties in general conditions 6.2 and 6.3 replace the purchaser’s right to make requisitions and inquiries.
- 6.2. The vendor warrants that the vendor:
 - a) has, or by the due date for settlement will have, the right to sell the land; and
 - b) is under no legal disability; and

- c) is in possession of the land, either personally or through a tenant; and
 - d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.3. The vendor further warrants that the vendor has no knowledge of any of the following:
- a) public rights of way over the land;
 - b) easements over the land;
 - c) lease or other possessory agreement affecting the land;
 - d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside
- 6.4. The warranties in general conditions 6.2 and 6.3 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.5. If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.6. Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence

is not obtained by settlement.

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1. The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2. The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*
- 13.3. The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4. The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5. The purchaser is taken to have accepted the vendor's title if:
- a) 21 days have elapsed since the day of sale; and
 - b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6. The contract will be at an end if:
- a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- b) the objection or requirement is not withdrawn in that time.
- 13.7. If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8. General condition 17.1 should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

14. DEPOSIT

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

- 14.9. Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10. As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11. For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- ~~15.1. This general condition only applies if the applicable box in the particulars of sale is checked.~~
- ~~15.2. In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.~~
- ~~15.3. The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.~~
- ~~15.4. The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.~~
- ~~15.5. Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:~~
- ~~a) settlement;~~
 - ~~b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;~~
 - ~~c) the date on which this contract ends in accordance with general condition 35.2 following breach by the purchaser; and~~
 - ~~d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.~~
- ~~15.6. The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.~~
- ~~15.7. Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.~~
- ~~15.8. This general condition is subject to general condition 14.2.~~

16. BANK GUARANTEE

- ~~16.1. This general condition only applies if the applicable box in the particulars of sale is checked.~~
- ~~16.2. In this general condition:~~
- ~~a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and~~
 - ~~b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).~~
- ~~16.3. The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.~~
- ~~16.4. The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:~~
- ~~a) settlement;~~
 - ~~b) the date that is 45 days before the bank guarantee expires;~~
 - ~~c) the date on which this contract ends in accordance with general condition 35.2 following breach by the purchaser; and~~

- ~~d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.~~
- ~~16.5. The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.~~
- ~~16.6. The vendor may claim on the bank guarantee on without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.~~
- ~~16.7. Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.~~
- ~~16.8. This general condition is subject to general condition 14.2.~~

17. SETTLEMENT

- 17.1. At settlement:
- a) the purchaser must pay the balance; and
 - b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered the proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2. Settlement must be conducted between the hours of 9:00am and 5:00pm unless the parties agree otherwise.
- 17.3. The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1. Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such notice is given.
- 18.3. Each party must:
- a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4. The vendor must open the electronic workspace "workspace" as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction legislation.
- 18.5. This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement

network operators do not provide otherwise:

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

18.6. Settlement occurs when the workspace records that:

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

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

- a) electronically on the next business day, or
- b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4:00pm, or 6:00pm if the nominated time for settlement is after 4:00pm.

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

18.9. The vendor must before settlement:

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

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

19. GST

19.1. The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2. The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- a) the particular of sales specify that GST (if any) must be paid in addition to the price; or
- b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- c) the particular of sales specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- d) the particular of sales specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

- 19.3. The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4. If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on;
- a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement of the property.
- 19.5. If the particulars of sale specify that the supply made under this contract is a 'going concern':
- a) the parties agree that this contract is for the supply of a going concern; and
 - b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6. If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7. In this general condition:
- a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1. Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2. Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3. The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the Vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4. The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5. The purchaser must:

- a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - b) ensure that the representative does so.
- 24.6. The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- a) pay, or ensure payment of the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - b) promptly provide the vendor with proof of payment; and
 - c) otherwise comply, or ensure compliance, with this general condition; despite:
 - d) any contrary instructions, other than from both the purchaser and the vendor; and
 - e) any other provision in this contract to the contrary.
- 24.7. The representative is taken to have complied with the requirements of general condition 24.6 if:
- a) the settlement is conducted through an electronic lodgement network; and
 - b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8. Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9. The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1. Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2. The purchaser must notify the vendor in writing of the name of the recipient of the “supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3. The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4. The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to

be taken as relieving the vendor from compliance with section 14-255.

- 25.5. The amount is to be deducted from the vendor's entitlement to the contract * consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6. The purchaser must:
- a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - b) ensure that the representative does so.
- 25.7. The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to the payment; and
 - c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- d) any contrary instructions, other than from both the purchaser and the vendor; and
 - e) any other provision in this contract to the contrary.
- 25.8. The representative is taken to have complied with the requirements of general condition 25.7 if:
- a) settlement is conducted through an electric lodgement network; and
 - b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9. The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- a) so agreed by the vendor in writing; and
 - b) the settlement is not conducted through an electric lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes the particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10. A party must provide the other party with such information as the other party requires to:
- a) decide if an amount is required to be paid or the quantum of it, or
 - b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11. The vendor warrants that:
- a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section

14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

- b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

26. TIME & CO OPERATION

26.1. Time is of the essence of this contract.

26.2. Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3. Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4. Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1. Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2. A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval]. 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3. A document is sufficiently served if:

- a) personally, or
- b) by pre-paid post, or
- c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- d) by email.

27.4. Any document properly sent by:

- a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5. In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1. The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to any periodic outgoings.

28.2. The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to any periodic outgoings.

28.3. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1. All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2. The contract immediately ends if:
 - a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

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

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor: Sophie Miroslava Vitesnik

Purchaser:

Guarantor: _____ of _____

IN WITNESS WHEREOF the said Guarantors have set their hands and seals

this _____ day of _____ 20____

SIGNED SEALED AND DELIVERED by _____)
the said Guarantor _____)
in Victoria in the presence of: _____)

.....
Witness

SIGNED SEALED AND DELIVERED by _____)
the said Guarantor _____)
in Victoria in the presence of: _____)

.....
Witness

Vendor GST Withholding Notice

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

Vendor: Sophie Miroslava Vitesnik
Property: Unit 3/56 Heyington Avenue, Thomastown VIC 3074
Certificate of Title: Volume 11381 Folio 769 Lot 3 on PS 703863W

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 March 2025

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 3/56 Heyington Avenue, Thomastown

Vendor: Sophie Miroslava Vitesnik

_____/_____/20_____
Vendor's signature Date

Vendor:

_____/_____/20_____
Vendor's signature Date

Purchaser:

_____/_____/20_____
Purchaser's signature Date

Purchaser:

_____/_____/20_____
Purchaser's signature Date

1. FINANCIAL

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

Are contained in the attached certificate(s).

Their total does not exceed: \$

Their amounts are:

Authority	Amount	Interest (if any)
Whittlesea City Council		
Yarra Valley Water		
Love Owners Corporation		

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than:-

Nil, so far as the vendor(s) are aware.

As attached

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

Not applicable.

As attached

1.3 **Terms Contract**

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

Not applicable.

"Additional Vendor Statement" is attached.

1.4 **Sale Subject to Mortgage**

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

Not applicable.

"Additional Vendor Statement" is attached.

1.5 **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:	AVPCC 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.

Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:

Type of policy:

Policy number:

Expiry Date:

Amount insured:

2.2 **Owner-Builder**

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

Not applicable.

Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:

Policy number:

Expiry date:

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

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

(a) 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.

Is as follows:

Not applicable.

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

In the attached copies of title document/s.

As follows:

Not applicable.

3.2 **Road Access**

There is:

access to the property by road

NO access to the property by road

3.3 **Designated Bushfire Prone Area**

The land:

Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

IS in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

The Planning Scheme information required to be provided is as follows:

Name of planning scheme: Whittlesea City Council Planning Scheme

Name of responsible authority: Whittlesea City Council

Zoning of the land:

Name of planning overlay:

4. NOTICES

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

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

- Not applicable.
- Are contained in the attached certificates and/or statements.
- Are as follows:

4.2 **Agricultural Chemicals**

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

- Not applicable.
- Are contained in the attached certificates and/or statements.
- Are as follows:

4.3 **Compulsory Acquisition**

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

- Not applicable.
- Are contained in the attached certificates and/or statements.
- Are as follows:

5. BUILDING PERMITS

5.1 **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.
- Are contained in the attached certificates and/or statements.
- Are as follows:

6. OWNERS CORPORATION

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

- Not applicable.
- 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.
- Attached is the information prescribed for the purposes of section 151(4)(a) of the Owner Corporations Act 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.
- The owners corporation is INACTIVE

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

GAIC (and Section 7) is NOT applicable on the sale of this property.
 GAIC (and Section 7) IS applicable on the sale of this property. Words and expressions in this section 7 have the same meaning as in Part 9B of the Planning and Environment Act 1987.

7.1 **Work-in-Kind Agreement**

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

- (a) The land is NOT to be transferred under the agreement
- The land IS to be transferred under the agreement
- (b) The land is NOT land on which the works are to be carried out under the agreement (other than Crown Land)
- The land IS land on which the works are to be carried out under the agreement (other than Crown Land)

- (c) The land is NOT land in respect of which a GAIC is imposed
 The land IS land in respect of which a GAIC is imposed

7.2 GAIC Recording

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

Any of the following certificates or notices must be attached if there is a GAIC recording. The boxes marked with an "X" indicate that such a certificate or notice that is attached:

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

8. SERVICES

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

- Electricity supply
- Gas supply
- Water supply
- Sewerage
- Telephone services

9. TITLE

9.1 Attached are copies of the following **title documents**:

- 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.
- General Law Title. The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.
- Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

- This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.
- This sale IS affected by a subdivision and therefore Section 10 applies as follows:-

10.1 Unregistered Subdivision

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

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

10.2 Staged Subdivision

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

- Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
- The requirements in a statement of compliance, relating to the stage in which the land is included that have not been complied with are:-
 - attached.
 - as follows:
- The proposals relating to subsequent stages that are known to the vendor are: attached.
 - as follows:

- The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
 - attached.
 - as follows:

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.

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

11. DISCLOSURE OF ENERGY INFORMATION

- Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.
- Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but IS 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 2000m²; (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.
 - Are contained in the attached building energy efficiency certificate.
 - Are as follows:

12. DUE DILIGENCE CHECKLIST

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

- Is attached.
- Is not attached.

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11381 FOLIO 769

Security no : 124122952499H
Produced 19/03/2025 11:07 AM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 703863W.
PARENT TITLE Volume 08213 Folio 118
Created by instrument PS703863W 10/10/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SOPHIE MIROSLAVA VITESNIK of UNIT 3 56 HEYINGTON AVENUE THOMASTOWN VIC 3074
AU562774G 12/07/2021

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS703863W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 3 56 HEYINGTON AVENUE THOMASTOWN VIC 3074

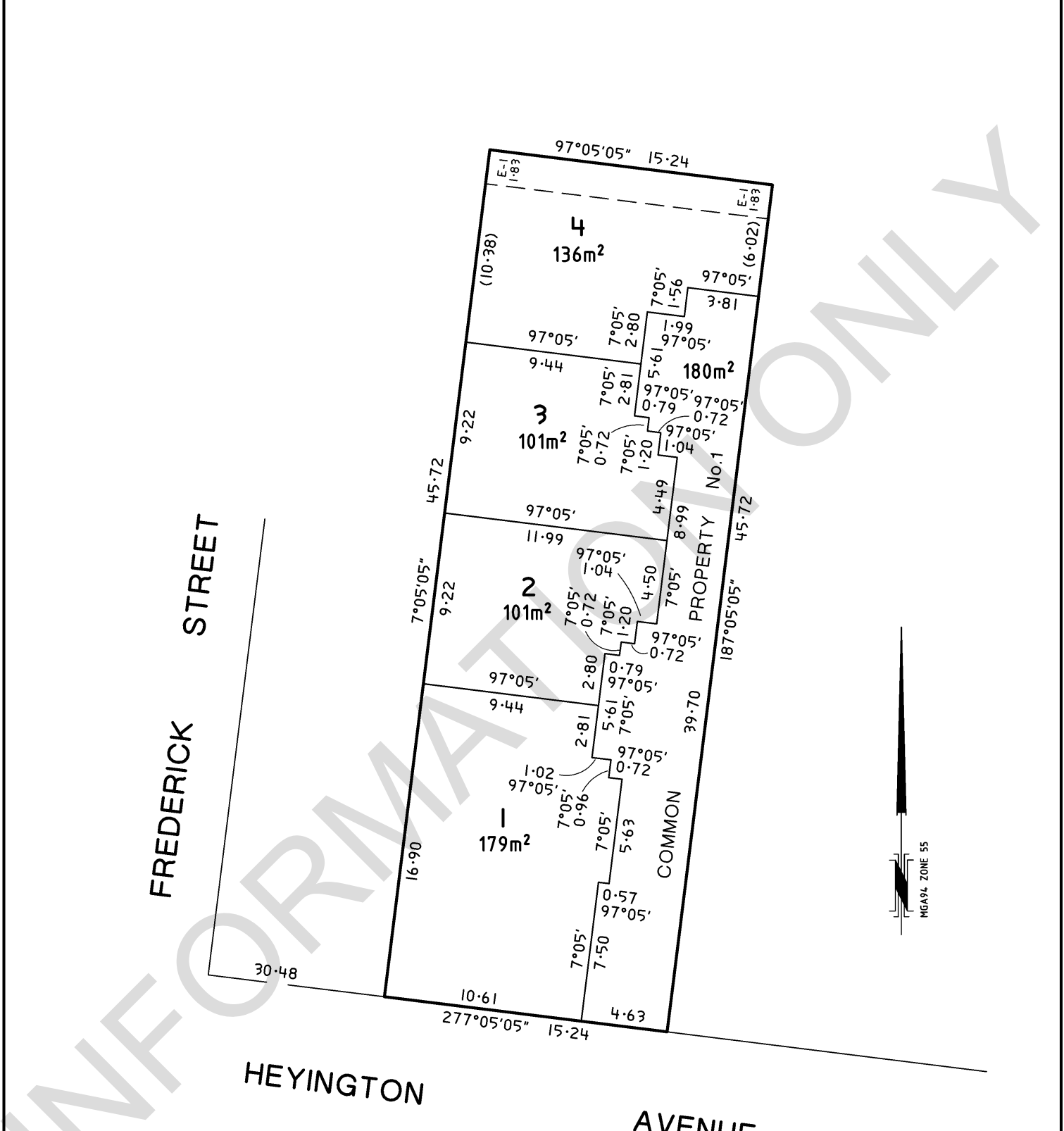
OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS703863W

DOCUMENT END

Delivered from the LANDATA® System by Dye & Durham Solutions Pty Ltd

PLAN OF SUBDIVISION	STAGE NO. -----	Plan Number PS 703863 W
----------------------------	--------------------	-----------------------------------



JCA
Land Consultants
Surveying - Engineering - Town Planning

John Chivers & Associates P/L
Level 1, 260 Main Street
Lilydale Vic. Australia 3140
Phone: (03) 9735 4888
Fax: (03) 9735 1473
Email: jca@jchivers.com.au
www.jchivers.com.au
A.B.N. 75 083 816 915

ORIGINAL	SCALE	<p>LENGTHS ARE IN METRES</p>
SCALE	SHEET SIZE	
1:200	A3	

LICENSED SURVEYOR : ANTHONY PETER RALPH

Signature Date / /

REF. **14370** VERSION **02** 23/03/12 J.D.

Sheet 2
Date / /
Council Delegate Signature
Original sheet size A3



**City of
Whittlesea**

**Plan of Subdivision PS703863W
Certification by Council (Form 5)**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S016948V
Plan Number: PS703863W
Responsible Authority Name: Whittlesea City Council
Responsible Authority Reference Number 1: 607925
Surveyor's Plan Version: 2

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has not been satisfied

Digitally signed by Council Delegate: Courtney Turner
Organisation: Whittlesea City Council
Date: 27/03/2012

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 19/03/2025 11:09:07 AM

OWNERS CORPORATION 1
PLAN NO. PS703863W

The land in PS703863W is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

2A BYFIELD STREET RESERVOIR VIC 3073

AM410902V 16/12/2015

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:

OC015935H 10/10/2012

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Total	400.00	400.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 19/03/2025 11:09:07 AM

OWNERS CORPORATION 1
PLAN NO. PS703863W

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

Statement End.

INFORMATION ONLY

From www.planning.vic.gov.au at 04 April 2025 10:07 AM

PROPERTY DETAILS

Address: **3/56 HEYINGTON AVENUE THOMASTOWN 3074**
Lot and Plan Number: **Lot 3 PS703863**
Standard Parcel Identifier (SPI): **3\PS703863**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **850438**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 9 A8**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

OTHER

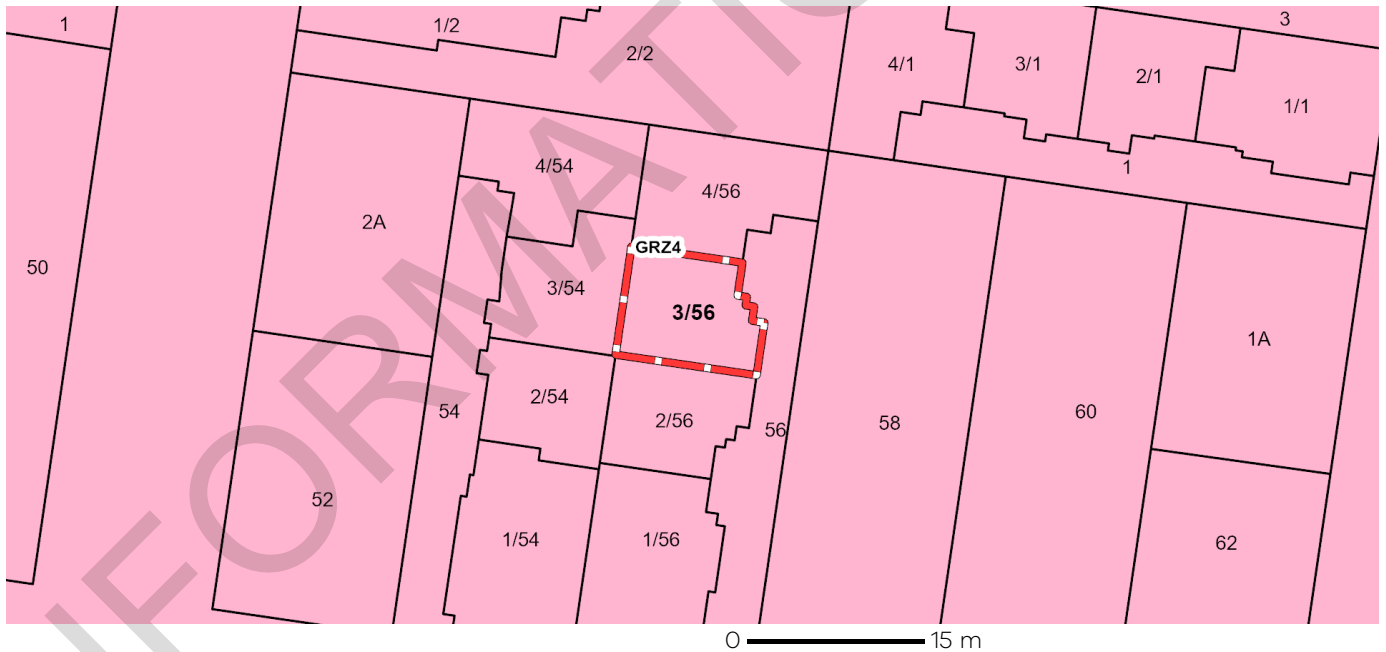
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)



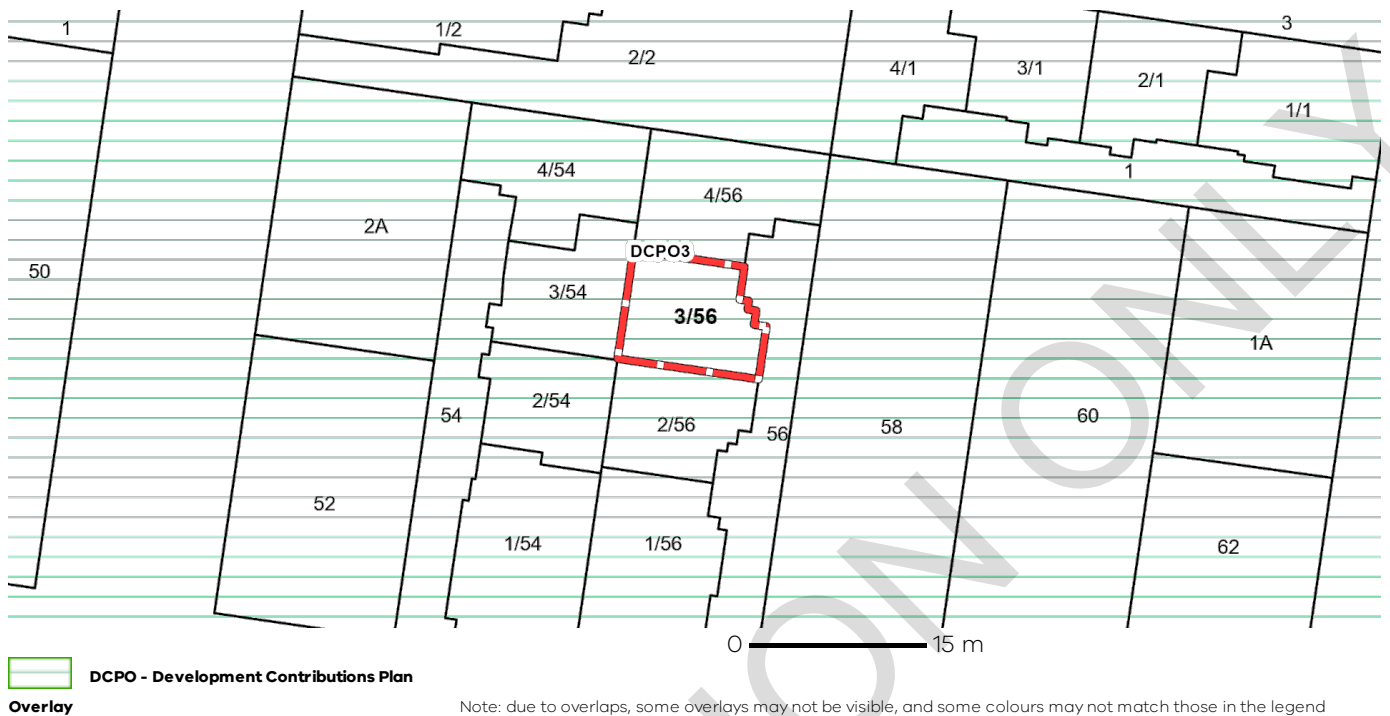
GRZ - General Residential

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

Planning Overlay

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



Further Planning Information

Planning scheme data last updated on 03 April 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 apply to the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

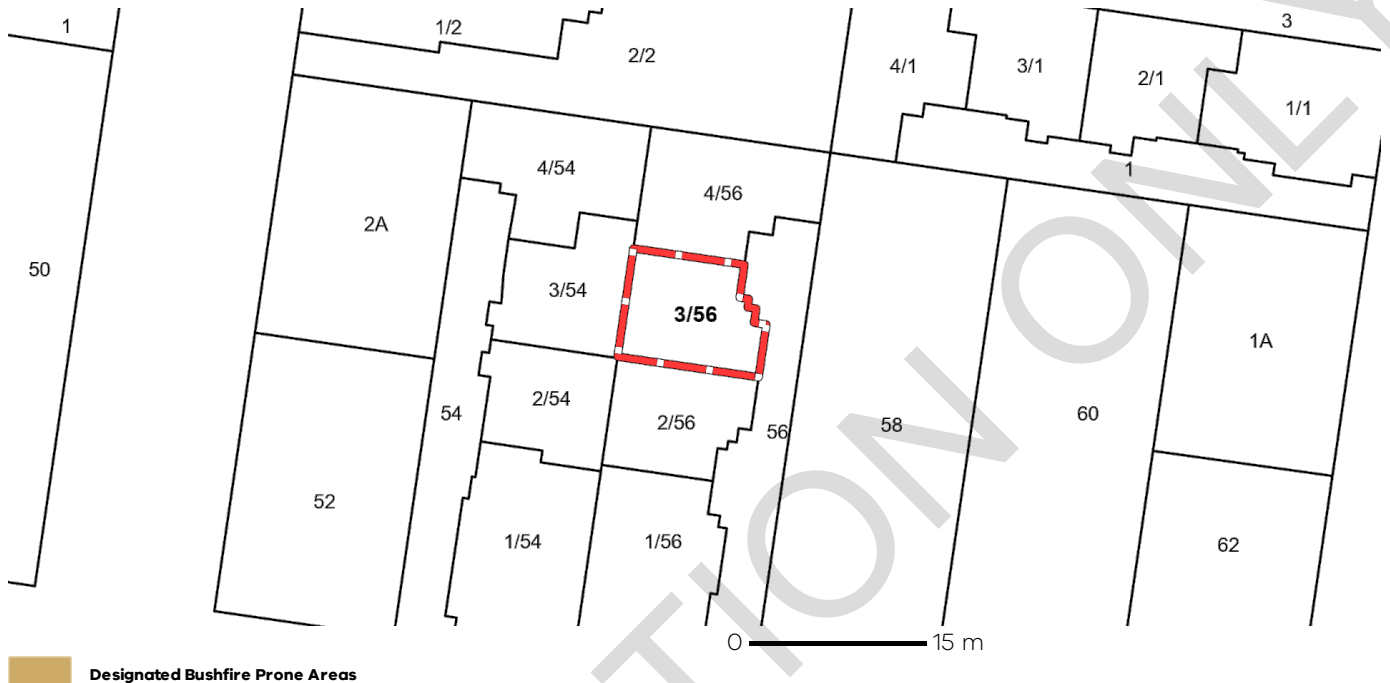
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

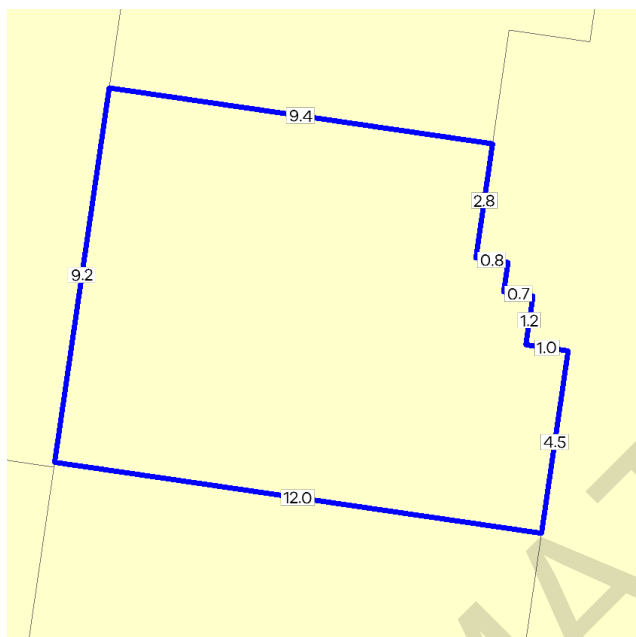
PROPERTY DETAILS

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Lot and Plan Number: **Lot 3 PS703863**
Standard Parcel Identifier (SPI): **3\PS703863**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **850438**
Directory Reference: **Melway 9 A8**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 101 sq. m

Perimeter: 42 m

For this property:

— Site boundaries

— Road frontages

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

1 overlapping dimension label is not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

PLANNING INFORMATION

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

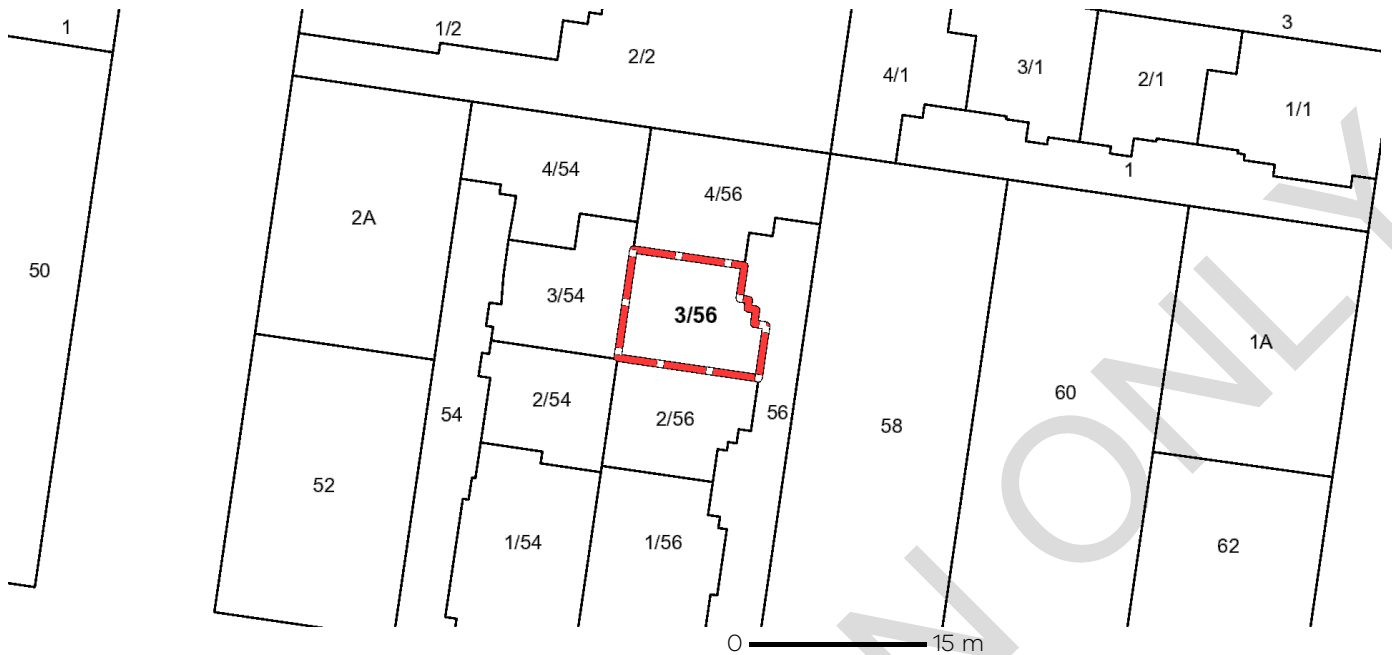
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property



S M Vitesnik
Unit 3
56 Heyington Avenue
THOMASTOWN VIC 3074



029
1032164
R4_8265

Assessment number: 0850438

To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: E8CA1E771Z

Issue date: 31/07/2024

Instalment 1

~~\$301.98~~

Due By 30/09/2024

* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

~~Instalment 2 \$300.00~~

Due By 30/11/2024

~~Instalment 3 \$300.00~~

Due By 28/02/2025

Instalment 4 **\$300.00**

Due By 31/05/2025

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

OR

Lump sum **\$1,201.98**

Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.

Property details Unit 3 56 Heyington Avenue THOMASTOWN VIC 3074

LOT 3 PS 703863W

Owner: Vitesnik Sophie Miroslava

Ward : Thomastown

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$185,000	\$350,000	\$17,500
Level of value date 01/01/2024	Valuation operative date 01/07/2024	

AVPCC 120.2 Single Strata Unit

Rates and charges

Council Charges

General rate 17,500 x 0.04683579	\$819.63
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 350,000 x 0.00008700	\$30.45
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

Total **\$1,201.98**

Payments received after 15 July 2024 may not be included on this notice

How to pay

whittlesea.vic.gov.au



Phone 1300 301 185



Council Offices

See the back of this notice for opening hours and locations

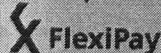
BPAY



Billier Code: 5157
Ref: 0850438

BPAY this payment via internet or phone banking

FlexiPay

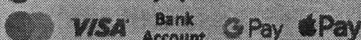


Set up your flexible payment options.



Scan the QR code or visit

whittlesea-pay.enotices.com.au



Post Billpay

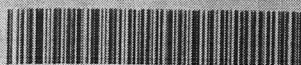


Post Billpay Code: 0350
Ref: 8504383

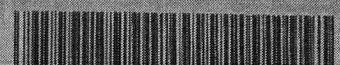
Pay in person at any post office:

131 816 or postbillpay.com.au

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 8504383



*350 8504383

19th March 2025

Andrina Hamer C/- GXS
LANDATA

Dear Andrina Hamer C/- GXS,

RE: Application for Water Information Statement

Property Address:	3/56 HEYINGTON AVENUE THOMASTOWN 3074
Applicant	Andrina Hamer C/- GXS LANDATA
Information Statement	30926709
Conveyancing Account Number	7959580000
Your Reference	111817:S:AH

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
- Build Over Easement

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	3/56 HEYINGTON AVENUE THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

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	3/56 HEYINGTON AVENUE THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

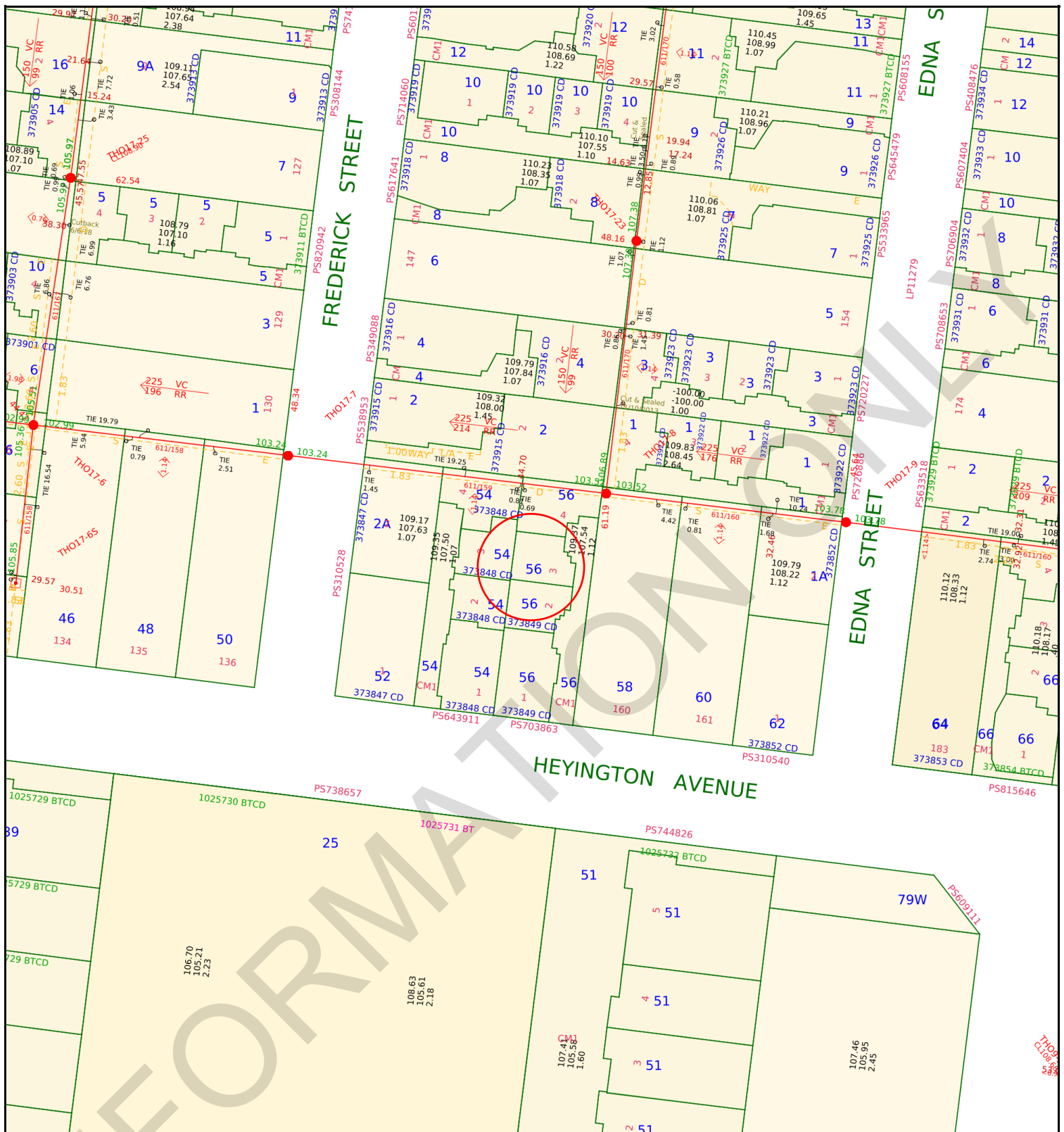
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30926709**

Address	3/56 HEYINGTON AVENUE THOMASTOWN 3074
Date	19/03/2025
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	<1.00>	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;

Andrina Hamer C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7084173488
Rate Certificate No: 30926709

Date of Issue: 19/03/2025
Your Ref: 111817:S:AH

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 3/56 HEYINGTON AVE, THOMASTOWN VIC 3074	3\PS703863	5039313	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$0.00
Residential Water and Sewer Usage Charge <i>Step 1 – 20.000000kL x \$3.43420000 = \$68.68</i> Estimated Average Daily Usage \$0.74	13-11-2024 to 14-02-2025	\$68.68	\$0.00
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$0.00
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$0.00
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$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.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 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.

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: 5039313

Address: UNIT 3/56 HEYINGTON AVE, THOMASTOWN VIC 3074

Water Information Statement Number: 30926709

HOW TO PAY



Bill Code: 314567
Ref: 70841734889

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



Yarra Valley Water Ltd
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

Facsimile (03) 9872 2500

Email: enquiry@yvw.com.au

Date: 10 October 2011

MAX CIGDEM

20 ROBINVALE AVE
THOMASTOWN 3074

Reference Number: 4-357708

Installation Number: 16296889

BUILD OVER EASEMENT / ASSET CONDITIONS

Applicant Name: MAX CIGDEM

Property Address: 56 HEYINGTON AVENUE THOMASTOWN 3074

Thank you for your recent Build Over Easement/Asset application.

I am pleased to provide you with advice for your proposal. The following pages contain conditions in response to your application.

An invoice for any outstanding fees will be forwarded to you shortly.

Should you have any queries please contact me either by phone or email as indicated below.

A handwritten signature in black ink that reads 'Kevin Matthews'.

Kevin Matthews

Title: Development Officer

Phone: 9872 1287

Email: Kevin.Matthews@yvw.com.au

Thank you for your application of 10/10/2011 to retain the existing unit 4 over the sewer/easement at the above property.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, subject to the following condition(s);

The work must be carried out in accordance with the attached registered plan(s).

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

A plan showing the sewer layout is included for your information.

I will be glad to answer any questions you may have and may be contacted on the number shown.

INFORMATION ONLY

OWNERS CORPORATION CERTIFICATE
s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations
Regulations 2018

Owners Corporation Number OCPS 703863W
Address 56 Heyington Avenue, Thomastown VIC 3074

This certificate is used for **Lot 3 on Plan of Subdivision No 703863W**

Postal Address is 3 / 56 Heyington Avenue, Thomastown VIC 3074

Applicant for the certificate is	LANDATA on behalf of Sophie Miroslava Vitesnik
Address for delivery of certificate	Via Email: Landata.online@servictoria.com.au
Date that the application was received	19 th of March 2025

IMPORTANT:

The information in this certificate is issued on 02-04-2025

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

(a) The current annual fees for the lot are \$1,893.25 and are for the period 01/01/2025 to 31/12/2025 and are payable in annual instalments, as follows:

ANNUAL

01/01/2025 - 31/12/2025 \$1,893.25

PLEASE NOTE - The AGM for this Owners Corporation is scheduled in for the xx/xx/xxxx, and therefore the fees listed above for the period 01/01/2025 to 31/12/2025 may change as they first quarter levies were raised of the previous years budget. If this is the case, and the fees do change then there will be an adjustment levy raised for the remaining 3 quarters. It is therefore strongly suggested that enquiries are made with this office prior to settlement occurring.

(b) The date up to which the fees for the lot have been paid is - 31/12/2025

(c) The total of any unpaid fees or charges for this lot is:

Administrative Fund	Amount	Maintenance Fund	Amount
Admin Amount Owing	\$ 0.00	Admin Amount Owing	\$ 0.00
Interest Due	\$ 0.00	Interest Due	\$ 0.00
Total Amount Due & Payable	\$ 0.00	Total Amount Due & Payable	\$ 0.00

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

No special levies due and payable at the time this certificate was prepared, however we strongly suggest you ring our office for an update of any outstanding levies prior to settlement.

Please ring our office for an update of any outstanding fees prior to settlement

The bank account details to facilitate electronic payments to the Owners Corporation at settlement are as follows:

BSB: 033-297
 Account Number: 327493
 Lot Reference: 3

*** It is important to ensure that the above lot reference is used in the reference of your transaction to ensure that your payment can be correctly identified**

(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: NIL

(f) The Owners Corporation has the following insurance cover:

Policy Number: HU0045795	Type: Strata - Residential	Broker: Honan Insurance Group Pty Ltd
Insurer: CHU Underwriting Agencies P/L	Premium: \$5,114.70	Paid On Date: 11/10/2024
Policy Start Date: 10/10/2024	Next Due Date: 10/10/2025	

Cover	Sum Insured	Excess
--------------	--------------------	---------------

Building	\$1,457,865	\$ 1,000
Catastrophe Insurance	Not Included	
Common Area Contents	\$ 14,579	
Fidelity Guarantee	\$ 100,000	
Legal Expenses	\$ 50,000	
Loss of Rent	\$ 218,679	
Lot Owners Fixtures & Improvements	\$ 250,000	
Machinery Breakdown	Not Included	
Office Bearers Liability	\$ 1,000,000	
Public Liability	\$ 20,000,000	
Voluntary Workers	\$ 200,000/\$ 2,000	
Audit Costs	\$ 25,000	
Appeal Expenses	\$ 100,000	
Flood	Included	

The type of Policy is: **Full Replacement Residential**

The Buildings covered by the Policy are situated at:

56 Heyington Avenue, Thomastown VIC 3074

(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 are:

Admin Fund	\$ 8,780.75
Maintenance	\$ 0.00
Unallocated to levies, lots in prepaid	\$ 0.00
Total	\$ 8,780.75

(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: None, to the best of my knowledge

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

If so, then provide details: None, to the best of my knowledge

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

If so, then provide details:

A contract of appointment to provide Owners Corporation Management Services is currently held with Love & Co Strata

(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:

There are no notices or orders as at 02-04-2025

(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: None, to the best of my knowledge

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

If so, then provide details:

2A Byfield Street,
Reservoir VIC 3073
Tel: (03) 9474 4500
Email: admin@loveoc.com.au
Love Owners Corporation T/A Love & Co Strata Management
ABN: 92 926 519 462

(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 Schedule 2 - of the Owners Corporations Regulations 2018 entitled "Models Rules for an Owners Corporation"

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.

An applicable fee to provide this service will apply.

IMPORTANT PLEASE NOTE:

- The information contained in this certificate is deemed accurate and correct based on the available data at the time of preparation and issuance. This information is valid for the date of issue only.
- The information provided is subject to change without notice.
- It is strongly recommended that an updated certificate be obtained prior to the settlement of the property by both parties representing the vendor and purchaser. Failure to obtain an update for the settlement date may result in an incorrect amount being transferred. Management accepts no responsibility if an updated certificate is not requested for the settlement date.
- If the ordering party requests an update, it will be provided at no charge if the request is made within 30 days of the certificate issue date. After the 30-day grace period, a new application for a certificate must be submitted.
- Only information provided by the signatory on this certificate will be acknowledged as correct.
- Purchasers are strongly advised to obtain an independent building report and conduct a search for any building notices. Management takes no responsibility for purchasers failing to undertake their own due diligence.
- A Notice of Acquisition must be provided to this office within 7 days of settlement. Failure to submit a Notice of Acquisition will result in the new lot owner being charged additional fees for investigations and title searches.

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

Date: 02-04-2025

This owners corporation certificate was prepared by:

.....

Thomas Galway

2A Byfield Street,
Reservoir VIC 3073

Tel: (03) 9474 4500

Email: admin@loveoc.com.au

Love Owners Corporation T/A Love & Co Strata Management

ABN: 92 926 519 462

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.

Rules for 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 subcommittee 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—

1. to be parked or left in parking spaces situated on common property and allocated for other Lots; or
2. on the common property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
3. 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 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
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.

Annual General Meeting Minutes

For Strata OCPS 703863W

56 Heyington Avenue, Thomastown, VIC, 3074

Held AT Time: 03:30 PM, on 25 February 2025

At, Venue: Via Zoom Online Web Conference with link <https://zoom.us/j/3394744502>

CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

Lots Owners in Attendance

Nil

Additional Attendees

Nil

Proxies

Nil

Apologies

Nil

Chairperson of Meeting

Thomas Galway

Determination of Quorum

Due to there being no attendees at the meeting either in person or via proxy, Love & Co Strata Management elected to proceed with the meeting and issuance of interim minutes for the Owners Corporation, pursuant to section 78 of the Owners Corporation Act 2006.

Love & Co further confirms it has remained compliant with this provisions set out in section 78 of the act by proposing annual budget that was less than 10% higher than the previous years. In respect of the management contract, this will remain in place until it's expiry date and revert to a periodical (month to month) term, until such a time that there are members present at the next Annual General Meeting to pass and execute a new contract of appointment.

1. MINUTES OF PREVIOUS MEETING

ORDINARY RESOLUTION

The Owners Corporation members resolve that the minutes of the previous Annual General Meeting, dated 21st of February 2024 be confirmed as a true and correct record of the proceedings of that meeting

Passed by Manager's Choice

2. MANAGEMENT CONTRACT - DUE FOR RENEWAL

ORDINARY RESOLUTION

PASSED BY MANAGER'S CHOICE that the Owners Corporation Members resolve to appoint Love & Co Strata Management for a fee of \$375.00 per lot (including GST) per annum for a **month-to-month** term.

NOTE - Pursuant to section 18A of the Owners Corporation Act 2006 the Owners Corporation may resolve to no longer require the presence of the seal on pertinent documentation relating to the Owners Corporation opting for the adoption of signatures only in its place.

Passed by Manager's Choice



3. MANAGER'S REPORT

ORDINARY RESOLUTION

That the Owners Corporation Members resolve to acknowledge and accept the manager's report as prepared and presented by the Manager.

Passed by Manager's Choice

4. COMMITTEE REPORT

ORDINARY RESOLUTION

It was resolved by Members present that **no report** was received from the Chairperson of the Committee.

The Owners Corporation Members and Management conveyed their thanks to the Committee and or Chairperson for their service throughout the year.

Passed by Manager's Choice

5. ELECTION OF COMMITTEE / CHAIRPERSON

ORDINARY RESOLUTION

Under Part 5 of the Owners Corporation Act 2006:

- An Owners Corporation with 10 or more lots, must elect a Committee at each Annual General Meeting.
- An Owners Corporation with less than 10 lots, may elect a committee, however a chairperson must be elected.

A Committee of an Owners Corporation must consist of a minimum of 3 members and a maximum of 7 members, unless resolved by the Owners Corporation to increase the committee members to a maximum of 12.

The Owners Corporation Members resolve **not to elect** a Committee of the Owners Corporation, and to appoint **only** a Chairperson to serve on behalf of all members.

Passed by Manager's Choice

6. COMMITTEE & CHAIRPERSON ELECTION

In accordance with Section 100 of the Owners Corporation Act 2006, The Owners Corporation Members resolve that the following be appointed as Chairperson and members of the committee.

It was further resolved that the elected committee and chairperson of the Owners Corporation will also serve as the Grievance Committee for the Owners Corporation.

Love & Co Strata Management will act as the Secretary of the Owners Corporation and will receive instructions from the Chairperson for any matters pertaining to the Owners Corporation.

ELECTION OF CHAIRPERSON - Plan No. OCPS 703863W

Petros Patrikakos has been elected chairperson of the owner's corporation.

Name	Details	Votes	Outcome
Petros Patrikakos	Lot 2	1	Elected, reason: Elected Unopposed



7. DELEGATION OF DUTIES

ORDINARY RESOLUTION

On the appointment of the Owners Corporation Manager and the election of the Committee or Chairperson of the Owners Corporation, the Owners Corporation members resolve to delegate all powers and functions of the Owners Corporation to the Manager and Committee / Chairperson of the Owners Corporation, except for:

1. The power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting.
2. The power to remove a committee or officer of the Owners Corporation.
3. The power to set the annual fees or levies (except in terms of the Act).

Passed by Manager's Choice

8. OCCUPATIONAL HEALTH & SAFETY

The Owners Corporation Members resolve to continue to meet their statutory obligations as outlined within the Occupational Health and Safety Act 2004 (Vic), by continuing to audit and identify hazards affecting common property, and to undertake necessary measures, so far as is reasonably practicable, to mitigate the associated risks.

It is recommended that the Owners Corporation ensures that either a professional OH&S Report is completed every 3 years and/or that the Chairperson/Committee complete a property risk profile report identifying any breaches or risks at the property.

9. OCCUPATIONAL HEALTH & SAFETY REPORT COMPLETED

ORDINARY RESOLUTION

PASSED BY MANAGER'S CHOICE that the Owners Corporation is aware that the last professional Occupational Health and Safety (OH&S) Audit was completed on **27th of February 2014**.

The Owners Corporation Members resolve to **obtain an updated professional OH&S report** and liaise with the manager and, upon receipt of the report to delegate the Committee and or Chairperson the authority to prioritise with the Manager items identified requiring remedial action and to raise special levies to meet the costs where necessary.

Passed by Manager's Choice

10. INSURANCE

10.1. INSURANCE POLICY INFORMATION

ORDINARY RESOLUTION

In accordance with Section 59 of the Owners Corporation Act 2006, An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property. It is the responsibility of all Lot Owners to ensure that their property has sufficient insurance to provide protection for items that are not covered under the policy held by the Owners Corporation, including:



- Carpet
- Floating Flooring
- Window Furnishing
- Contents / Landlord Cover
- Public Liability (within apartment)

Lot Owners are advised to review their insurance policies carefully, particularly with respect to flooring, as some policies may provide coverage for carpets and floating flooring.

The details of the current policy held by the Owners Corporation have been provided below:

Policy Number	Underwriter	Current To	Risk Type	Coverage	Excess
HU0045795	CHU Underwriting Agencies P/L	10 Oct 2025	Building Cover	\$1,457,865.00	\$1,000.00
			Catastrophe	Not Included	
			Contents	\$14,579.00	
			Fidelity guarantee	\$100,000.00	
			Legal Expenses	\$50,000.00	
			Loss of rent	\$218,679.00	
			Lot owners fixtures & improvements	\$250,000.00	
			Machinery breakdown	Not Included	
			Office bearers liability	\$1,000,000.00	
			Public liability	\$20,000,000.00	
TOTAL PREMIUM: \$5,114.70					

The excess amounts outlined in the table above represent standard figures and may be subject to variation depending on claim history. Additional excesses and exclusions may also apply.

As disclosed within the Management Agreement, the Owners Corporation acknowledges that Love & Co Strata Management receives a commission for arranging the insurance premium for the property. This commission compensates Love & Co Strata Management for its services, including processing claims and coordinating with the insurance broker on insurance-related matters throughout the year.

The Owners Corporation acknowledges that Love & Co Strata Management are authorised under their insurance authority to provide factual advice only and that members are to satisfy themselves that the products being proposed by the insurer/underwriter suit their needs.

The Owners Corporation acknowledges and endorses the components of the insurance policy as detailed in the Certificate of Currency attached to the Notice of Meeting. Copies of the Product Disclosure Statement (PDS), the insurance invoice (including excesses and exclusions), and the Financial Services Guide (FSG) are available via the owner portal or can be obtained from the Manager upon request.

Passed by Manager's Choice



10.2. INSURANCE EXCESS

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the payment of the excess imposed on claims made against the policy, will be the responsibility of the individual lot where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

It was further resolved that the Owners Corporation will only be responsible for the payment of the excess imposed on claims made against the policy where the damage or insurable event has been caused by an act or omission on or from the common property or a common property service.

Passed by Manager's Choice

10.3. OFFICE BEARERS LIABILITY INSURANCE

Office Bearer's liability provides financial protection to the Office Bearers, Committee and Representative of an Owners Corporation for claims made against them for wrongful acts e.g.: 'for doing something they ought not to have done' or conversely 'for not doing something they should have done.' Defence costs (e.g. Solicitors fees, other charges and expenses) are included within the limit of the sum insured.

It was noted that the current Office Bearer's Liability sum insured is insured at **\$1,000,000.00**

10.4. INSURANCE VALUATION

The Owners Corporation is required under Section 59(2) of the Owners Corporation Act 2006, to insure for the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new; and the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

In accordance with Section 65 of the Owners Corporation Act 2006, an Owners Corporation must obtain a valuation every 5 years or earlier, for all buildings that it is liable to insure. It is the recommendation to have 3 years.

That the last insurance valuation for the Owners Corporation was completed **on 10 October 2023**, and it was determined that the amount in which the building sum insured is to be set at for the next 3-years is as follows:

Year 1 10/10/2023 - \$1,395,086.00

Year 2 10/10/2024 - \$1,457,865.00

Year 3 10/10/2025 - \$1,523,469.00

The Owners Corporation **has completed** a Valuation report for insurance purposes.

The Owners Corporation Members noted not to obtain a valuation for insurance purposes, as it is not required.



10.5. RENEWAL INSTRUCTIONS

ORDINARY RESOLUTION

The Owners Corporation Members resolve that Love & Co Strata Management is to obtain quotations for the forthcoming period of insurance which are to be sent to the Committee / Chairperson for review and placement instructions.

It was further resolved that if no placement instructions are received from the Committee / Chairperson prior to policy expiry, Love & Co Strata Management will proceed with the placement of cover with the incumbent insurer to ensure no lapse in cover for the Owners Corporation.

That should there be a shortfall in the funds of the Owners Corporation to meet its statutory and contractual commitments (including maintaining current insurance policy) then the Owners Corporation Committee or the Manager may authorise the raising of a Special Levy to meet the shortfall in funds to ensure compliance with statutory and contractual obligations, subject to any proposed Special Levy not exceeding the limits set out in s24 of the Act.

Passed by Manager's Choice

11. FINANCIAL STATEMENTS

11.1. CLOSING BALANCE

ORDINARY RESOLUTION

That the Financial Statements for the period **1st of January 2024 - 31st of December 2024**, as prepared and presented, be accepted with the closing balances, as follows:

The Administration Fund Closing Balance - \$5,180.80
The Maintenance Fund Closing Balance - \$0.00

Passed by Manager's Choice

12. BUDGET

12.1. ADMINISTRATION FUND BUDGET

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **1st of January 2025 - 31st of December 2025**, be confirmed at **\$7,573.00**.

Passed by Manager's Choice

12.2. MAINTENANCE / SINKING FUND BUDGET

ORDINARY RESOLUTION

The Owners Corporation members resolve **NOT** to establish a maintenance fund in the name of the Owners Corporation.

Passed by Manager's Choice



12.3. LEVY FREQUENCY

ORDINARY RESOLUTION

PASSED BY MANAGER'S CHOICE that the levy statements be issued in line with the below table in accordance with lot liability.

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Liability Admin	Sinking Fund	Per Lot Liability Sinking
To be Issued	1/01/2025	31/12/2025	1/01/2025	\$7,573.00	\$18.93	\$0.00	\$0.00
Total	1/01/2025	31/12/2025		\$7,573.00	\$18.93	\$0.00	\$0.00

The Owners Corporation Members resolve that the levy statements be issued **annually** in advance and in accordance with lot liability.

Please note: if your levy frequency is set as quarterly, the first quarter has been issued and collected based on the previous year's budget. The increase/decrease applicable for the new budget will be applied from the second quarter levy notice, onwards

Passed by Manager's Choice

13. DEBT RECOVERY AUTHORISATION

ORDINARY RESOLUTION

The Owners Corporation initiate debt recovery proceedings in VCAT or Magistrates court against a Lot if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the Owners Corporation account of the relevant Lot and further that the Owners Corporation Manager be authorised to take any action necessary to facilitate the recovery of the debt.

It was further resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.

The Owners Corporation Members resolve that the debt recovery procedure is confirmed as per the below table;

Stage	Days in arrears	Action Taken	Debt Recovery Fee
1	7	Owner Statement	No Fee
2	21	Reminder Notice	\$55
3	30	Final Fee Notice	\$55
4	60	Debt Collection Notice	Legal Costs Plus \$55

It was noted that the debt recovery procedure is in accordance with the Owners Corporation Act 2006, and all debt recovery fees are as per the Contact of Appointment.

Passed by Manager's Choice



14. PENALTY INTEREST

ORDINARY RESOLUTION

That the Owners Corporation Members to charge interest on outstanding monies owed to the Owners Corporation by a Member 28 days after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983.

It was noted that all interest collected is to be credited to the Owners Corporation bank account.

It was further resolved to delegate the Manager authority to allow the remission of interest where it considers it appropriate to do so, without the need to consult the committee and report such remissions to the Annual General Meeting.

Passed by Manager's Choice

15. DISPOSAL OF ABANDONED GOODS ON COMMON AREA

ORDINARY RESOLUTION

The Owners Corporation acknowledges that in accordance with Division 5A, *Owners Corporations Act 2006*, the Owners Corporation may now dispose of goods abandoned on common property.

Sections 60 to 65 and 73 to 76 of Australian Consumer Law and Fair-Trading Act 2021 apply to the disposal of abandoned goods by an Owners Corporation as if – (a) a reference to the uncollected goods were a reference to the abandoned goods; and (b) a reference to the receiver were a reference to the Owners Corporation; and (c) a reference to the provider were a reference to the person who abandoned the goods.

Passed by Manager's Choice

16. ELECTRICAL SWITCHBOARD INSPECTION & THERMAL IMAGING REPORT

ORDINARY RESOLUTION

Whilst not mandatory, it is “best practice” for Owners Corporations to ensure that Common Property electrical switchboards are regularly inspected. It is recommended that an Electrical Switchboard Inspection & Thermal Imaging Report be undertaken on a regular basis (industry practice is for a report either every 1, 2 or no more than 3 years) and that the Owners Corporation addresses any faults identified in the report.

Resolved by Ordinary Resolution That the Owners Corporation delegate the Manager authority to arrange for an Electrical Switchboard Inspection & Thermal Imaging Report and to address any faults identified in the report.

Defeated by Manager's Choice

17. ATO REGISTRATION

ORDINARY RESOLUTION

The Owners Corporation resolved by Ordinary Resolution to appoint an employee of Love & Co Strata Management to be registered with the Australian Tax Office as the Public Officer for the Owners Corporation.

Passed by Manager's Choice



18. GENERAL BUSINESS

The General Business agenda item is a forum for discussion only and no resolution of the Owners Corporation will be facilitated within this item.

Where there is an elected Committee, all general business will be forwarded to the Chairperson / Committee for consideration and direction. In all other cases the information will be forwarded to the Chairperson of the Owners Corporation for a decision on behalf of the members.

There was no general business raised at the meeting, and members were advised that should any other matters arise to the meeting that Management will defer the matter for to the Chairperson for their instructions.

19. NEXT ANNUAL GENERAL MEETING

The Owners Corporation Members resolve that the next Annual General Meeting will be held:

Date	February 2026
Time	04:00 PM
Venue	Stratavote Via zoom

The date, time and/or location may be changed in the event of unforeseen circumstances. The Owners Corporation Members further resolve that the manager reserves the right to alter the meeting schedule without consultation of the Owners Corporation.

Note: additional fees will occur for meeting outside business hours.

MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **03:57 PM**.



Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

INFORMATION ONLY