Contract of Sale of Land

Property:

Unit 4, 4 Mantello Drive, Werribee VIC 3030

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:061999

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2024

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

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2024

Print names(s) of person(s) signing: **Michael John Shipley and Kristin Shipley**

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

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

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: Michael John Shipley and Kristin Shipley

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45/JUPITER DRIVE, Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 061999

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11918	Folio	375	7	PS 736171S

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 4, 4 Mantello Drive, Werribee VIC 3030

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

14.4 Payments may be made or tendered:

(a) up to $1,000 in cash; 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.

14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

Special condition 2 – Acceptance of title

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit

release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

(a) the price includes GST; or

(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of $150 PLUS GST for the delay in receiving the Statement of Adjustments.

Special condition 5 – Service

General condition 27 is replaced with the following:

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 document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

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

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the

Electronic Transactions (Victoria) Act 2000.

27.5 The expression 'document' includes 'demand' and 'notice', and 'Service' includes 'give' in this contract.

Special condition 6 – Electronic conveyancing

6.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered

proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

6.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

6.3 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.

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

6.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

6.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

6.8 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.

6.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

Special condition 7 – Condition of the Property

7.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue if Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

7.2 The property and any chattels are sold:

(a) in their present condition and state of repair.

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

(d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and

(f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

7.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

7.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

7.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

7.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 8 – Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

Special condition 9 – Forms of Payment

Deposit Bonds or Bank Guarantees are NOT acceptable as forms of payment in this contract.

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

Should the settlement is not completed on due date by the purchaser, the purchaser will be liable for Vendor’s losses including but not limited to:

10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.

10.2 Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property.

10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

Special condition 11 – Defects Liability – This special condition does not apply for any existing dwellings.

The vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 90 days from the date of settlement will be notified to the builder and the builder will be required to repair in a proper and workman like manner at the vendor's or builders expense as soon as practical, but within 14 days of notification.

Special Condition 12 - Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative $150 PLUS GST at the settlement for each request.

Special Condition 13 - SWIMMING POOL AND/OR SPA

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

Special condition 14- OWNER CORPORATION:

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

1.1 In this general condition “electronic signature “means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their be half, 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 nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

(a) the electronic lodgement network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;

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

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

19. GST

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

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

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days

of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

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

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

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

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner

or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the

vendor.

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

GUARANTEE and INDEMNITY

I/We		**of**	
And		**of**	
being the **Sole Director / Directors of**		**ACN**	

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

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

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 4, 4 MANTELLO DRIVE, WERRIBEE VIC 3030

Vendor's name	Michael John Shipley	Date / /
Vendor's signature _____		
Vendor's name	Kristin Shipley	Date / /
Vendor's signature _____		

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

1. FINANCIAL MATTERS

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

The total amount of outgoings does not exceed $5000.00 plus Owner Corporation fee/Land tax if applicable.

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

Is in the attached copies of title document/s.

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

To the best of the Vendor's knowledge, there is no existing failure to comply with the terms of any easements , covenants or other similar restriction. The purchaser should note that there may be sewers, drains, water, pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cabls and underground gas pipes laid outside any registered easement and which are not registered or required to be registered against certificate of title.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

No such Building Permit has been granted to the vendor's knowledge

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services X

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 11918 FOLIO 375 Security no : 124115854536K
Produced 16/06/2024 07:04 PM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 736171S.
PARENT TITLE Volume 11560 Folio 258
Created by instrument PS736171S 28/09/2017

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 99 of a total of 100 equal undivided shares
Sole Proprietor
MICHAEL JOHN SHIPLEY of 36 BALMAIN DRIVE BERWICK VIC 3806
As to 1 of a total of 100 equal undivided shares
Sole Proprietor
KRISTIN SHIPLEY of 36 BALMAIN DRIVE BERWICK VIC 3806
AQ389368S 26/10/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ389369Q 26/10/2017
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AL613003K 09/01/2015

DIAGRAM LOCATION

SEE PS736171S 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 4 4 MANTELLO DRIVE WERRIBEE VIC 3030

ADMINISTRATIVE NOTICES

NIL

eCT Control 17914D NAB BROKER
Effective from 26/10/2017

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS736171S

DOCUMENT END

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PLAN OF SUBDIVISION

EDITION 1

PS 736171S

LOCATION OF LAND

PARISH : Mambourin

SECTION : 17

CROWN ALLOTMENT : 13 & 21(Part)

CROWN PORTION : -

TITLE REFERENCE : Vol. 11560 Fol. 258

LAST PLAN REFERENCE : PS 633752U Lot 2

POSTAL ADDRESS : 4 Mantello Drive
(At time of subdivision) Werribee, Vic 3030

MGA94 CO-ORDINATES E 292120 ZONE:55
(of approx centre of land in plan) N 5801925 GDA 94

Council Name: Wyndham City Council

Council Reference Number: WYS3907/16
Planning Permit Reference: WYP9629/16
SPEAR Reference Number: S092657H

Certification

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

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made

Digitally signed by: Annette Susan Monk for Wyndham City Council - Wyndham City Council on 13/09/2017

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

SURVEY:
THIS PLAN IS BASED ON SURVEY.

STAGING:
THIS IS NOT A STAGED SUBDIVISION.
PLANNING PERMIT NO. WYP9629/16

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S). 250 & 251

IN PROCLAIMED SURVEY AREA NO.

THIS IS A SPEAR PLAN

NOTATIONS

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS

Median: Boundaries marked M

Exterior Face : All other boundaries

Hatching within a parcel indicates that the structure of the relevant walls is contained within that parcel

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

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

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

IMPLIED RIGHTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	7	PS633752U	Wyndham City Council

anthony ford + associates
Licensed Land Surveyors
Development Consultants
Town Planners

Tel 9370 9925 | Fax 9372 8796 | PO Box 148 Ascot Vale Vic 3032
info@anthonyfordsurveying.com.au | www.anthonyfordsurveying.com.au

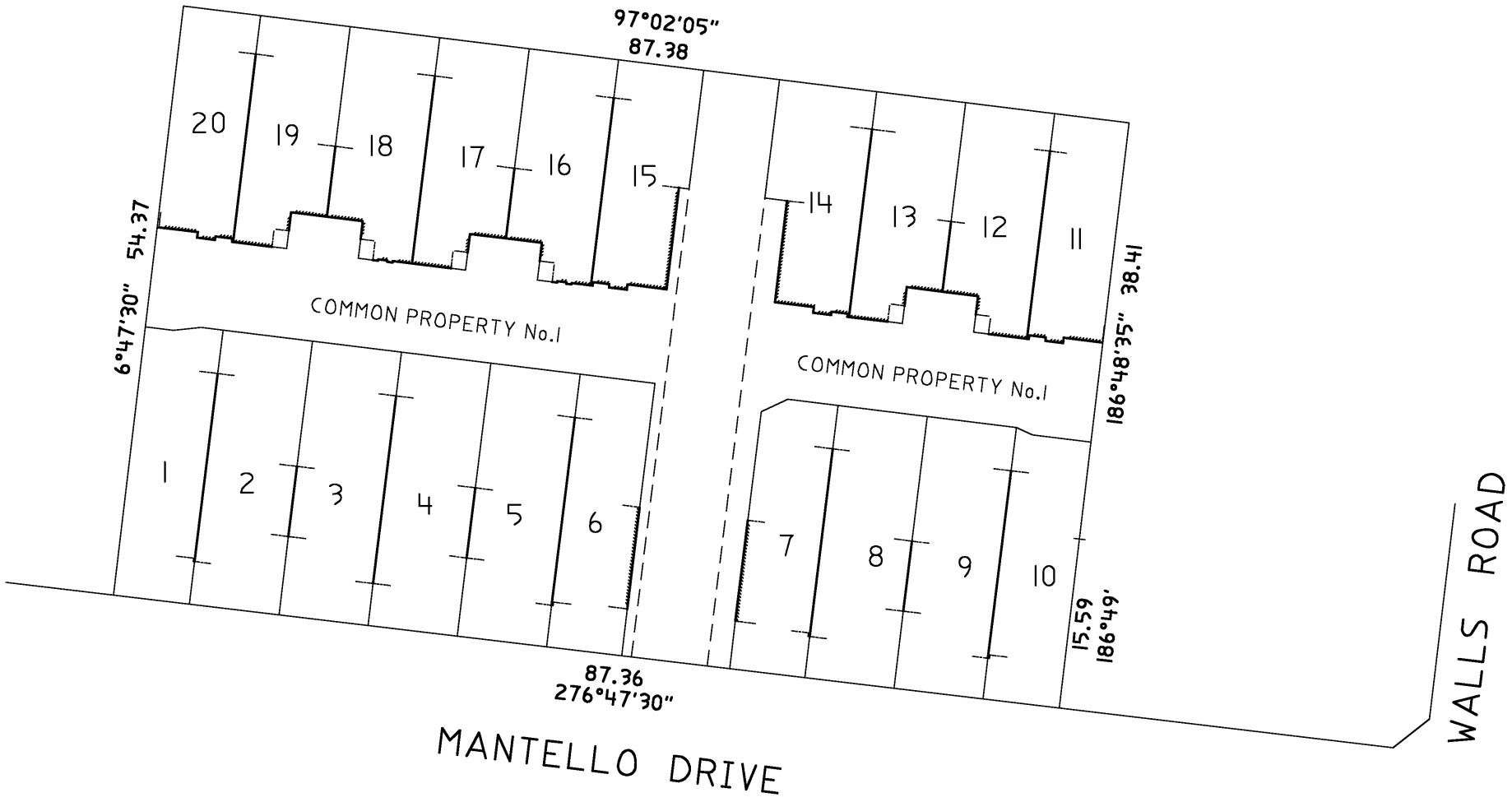
SURVEYORS REF: 2911 | VER: 03 | ORIGINAL SHEET SIZE: A3 | SHEET 1 OF 4

Digitally signed by: Rowan Lee George (Anthony Ford & Associates),
Surveyor's Plan Version (03),
30/05/2017, SPEAR Ref: S092657H

PLAN REGISTERED
TIME: 9.48am DATE: 28/9/17
Assistant Registrar of Titles KRB

PS 736171S

MGA 94
ZONE 55



anthony ford + ASSOCIATES
Licensed Land Surveyors
Development Consultants
Town Planners

Tel 9370 9925 | Fax 9372 8796 | PO Box 148 Ascot Vale Vic 3032
info@anthonyfordsurveying.com.au | www.anthonyfordsurveying.com.au

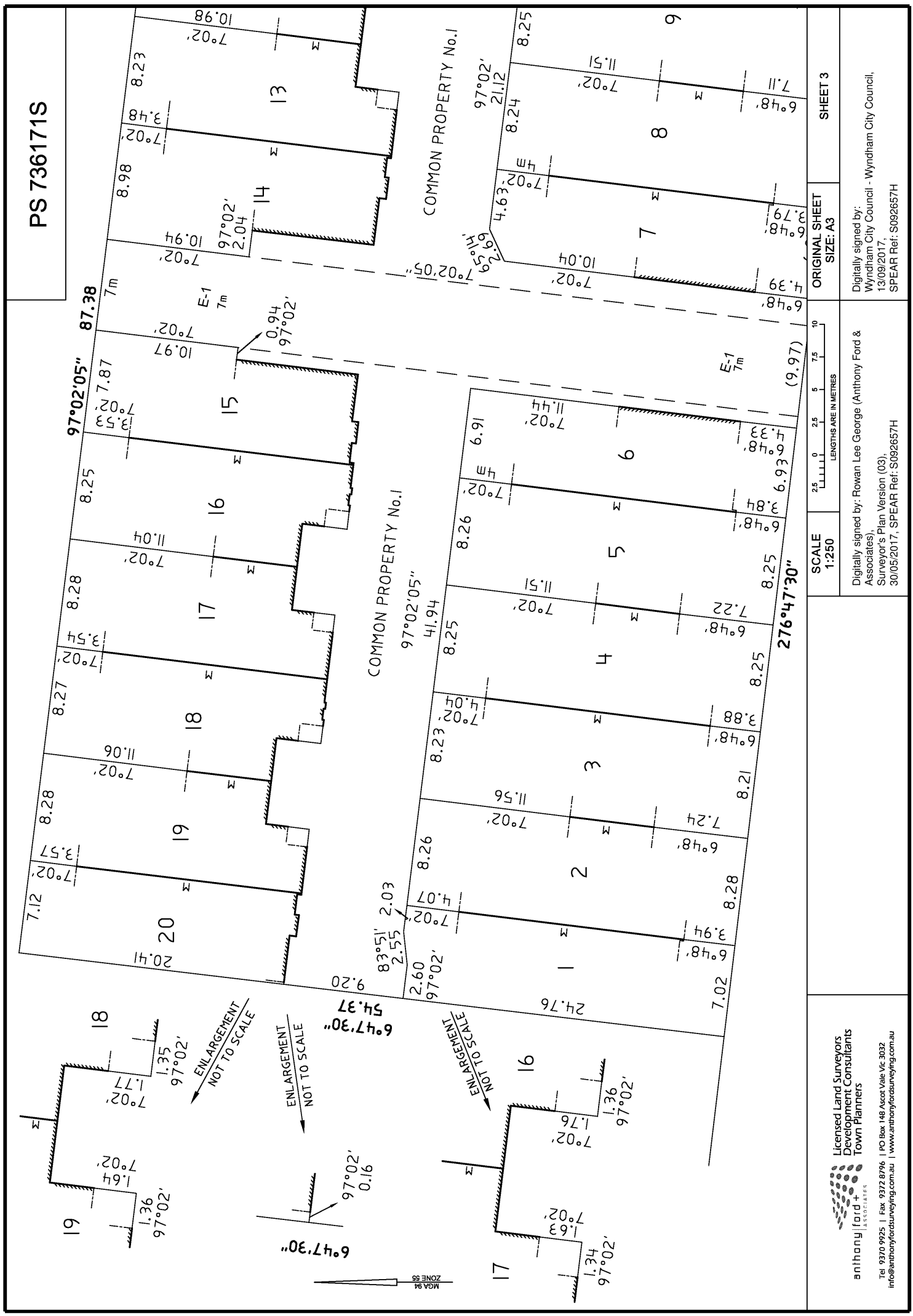
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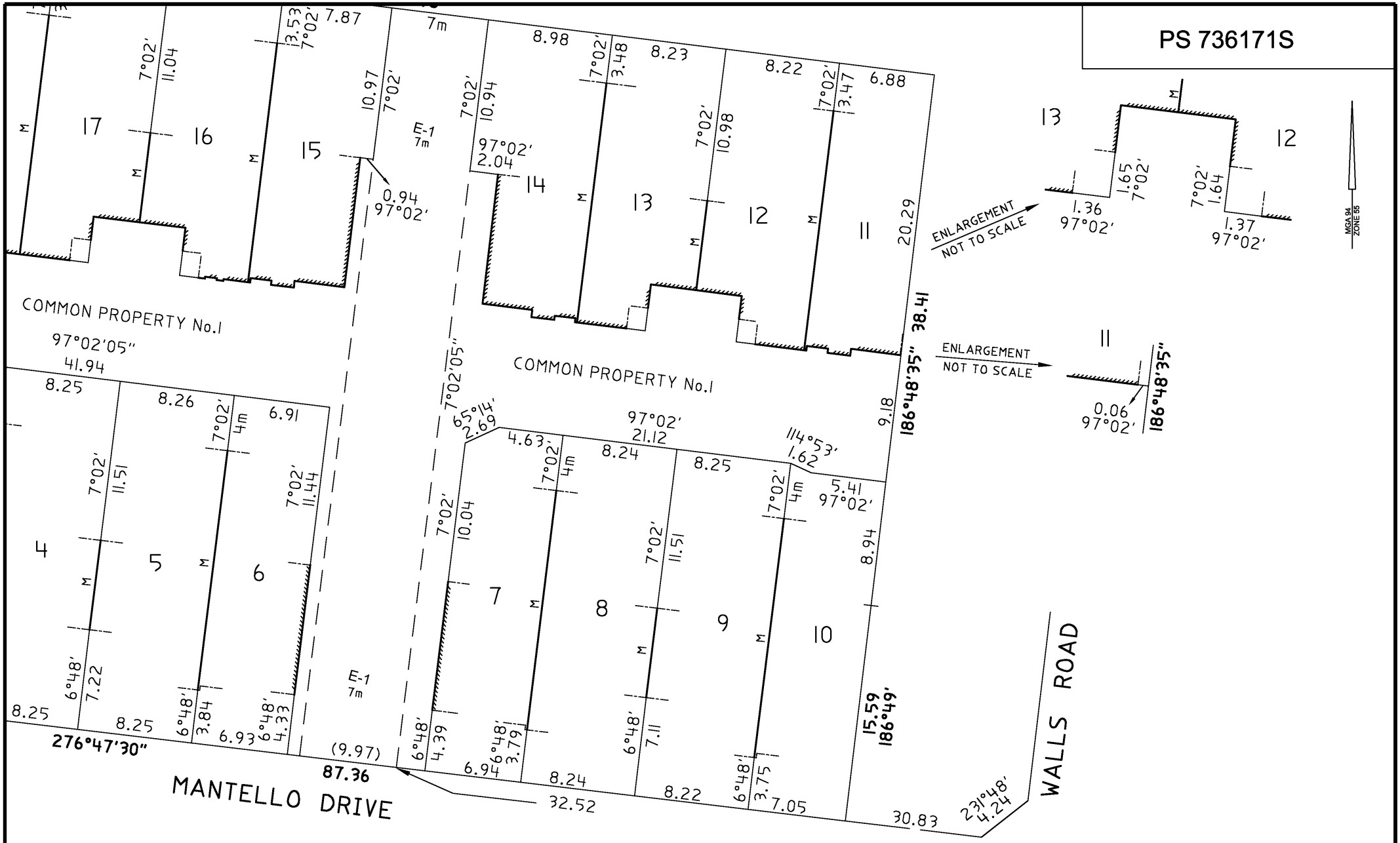
Digitally signed by:
Wyndham City Council - Wyndham City Council,
13/09/2017,
SPEAR Ref: S092657H

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PS 736171S



anthony ford + ASSOCIATES
Licensed Land Surveyors
Development Consultants
Town Planners

Tel 9370 9925 | Fax 9372 8796 | PO Box 148 Ascot Vale Vic 3032
info@anthonyfordsurveying.com.au | www.anthonyfordsurveying.com.au

SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 4

Digitally signed by: Rowan Lee George (Anthony Ford & Associates),
Surveyor's Plan Version (03),
30/05/2017, SPEAR Ref: S092657H

Digitally signed by:
Wyndham City Council - Wyndham City Council,
13/09/2017,
SPEAR Ref: S092657H

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS736171S

The land in PS736171S is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 20.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
10 PONTING STREET WILLIAMSTOWN VIC 3016

OC036779B 28/09/2017

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:
OC036779B 28/09/2017

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	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/06/2024 11:45:55 AM

OWNERS CORPORATION 1
PLAN NO. PS736171S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Total	**200.00**	**200.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	**12**
Document Assembled	**17/06/2024 11:45**

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Planning and Environment Regulations 2005 No. 33

Form 18
Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles office by:

Name: MANTELLO LAWYERS CODE: 2546

Phone: 9742 4542

Address: 1/51 Clerg st, Werribee, VIC, 3030

Ref: 214678

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

Land: V 7959 F 014 P CA 13 Sec 17 Mambourin Parish
V 7959 F 013 P CA 21 Sec 17 Mambourin Parish
100 Walls Road WERRIBEE VIC 3030

Authority: Wyndham City Council of Civic Centre, 45 Princes Highway, Victoria 3030

Section and Act under which Agreement made:

A copy of the Agreement is attached to this Application.

Signature for the Authority: _____

Name of Officer: Steven Cox

Date: 5/1/2015

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AL613003K
09/01/2015 $116.50 173

140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 100 Walls Road, Werribee

Wyndham City Council
and

Giuseppina Mantello

Interstate offices
Canberra Sydney

Affiliated offices around the world through the Advoc network - www.advoc.com

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 31st December 2014

Parties

Name	**Wyndham City Council**
Address	45 Princes Highway, Werribee, Victoria
Short name	**Council**

Name	**Giuseppina Mantello**
Address	100 Walls Road, Werribee, Victoria
Short name	**Owner**

Background

A. Council is the responsible authority for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 3 of the Planning Permit.

D. As at the date of this Agreement, the Subject Land is encumbered by two mortgages in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Building has the same meaning as in the Act.

Agreement means this Agreement and includes this Agreement as amended from time to time.

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CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

(a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

(a) for Council, mail@wyndham.vic.gov.au, or any other email address listed on Council's website; and

(b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

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

Indexation means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or **Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. WYP4610/10 (Amended), as amended from time to time, issued on 22 September 2011, authorising the subdivision of the Subject Land and the construction of a dwelling on each lot less than 300 square metres in accordance with the Endorsed Plan.

Planning Scheme means the Wyndham Planning Scheme and any other planning scheme that applies to the Subject Land.

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

(a) $102 if paid within 12 months from the date that this Agreement commences; or

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(b) $102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Storey has the same meaning as in the Planning Scheme.

Subject Land means the land situated at 100 Walls Road, Werribee being the land referred to in certificates of title volume 7959 folio 013 and volume 7959 folio 014 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

3.1 give effect to the Planning Permit; and

3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

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4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and

4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Owner's specific obligations

The Owner agrees that:

6.1 No further subdivision

Notwithstanding anything in the Planning Scheme, the Owner of any lot except for Lot A, any of Lots 2, 5, 8, 13, 16, 19-24 inclusive, or 31 must not subdivide the Subject Land in a way that creates an additional Lot;

6.2 Construction of Dwellings

the Owner of any Lot except for Lot A, any of Lots 2, 5, 8, 13, 16, 19-24 inclusive, or 31 must not build, construct or erect, or cause or permit to be built, constructed or erected, more than one Dwelling on each Lot;

6.3 Single Storey restriction

the Owner of:

6.3.1 any of Lots 6, 7, 14, 15, or 60, must not build, construct or erect or cause or permit to be built, constructed or erected any Building other than a single-Storey Dwelling on the relevant Lot;

6.3.2 any of Lots 19-24 inclusive must not build, construct or erect or cause or permit to be built, constructed or erected any Building on the rear/northern half of the relevant Lot other than a single-Storey Building;

6.4 Compliance with the Planning Permit

the Owner of any Lot less than 300 square metres in area:

6.4.1 may only develop the relevant Lot in accordance with the Planning Permit and the conditions of the Planning Permit; and

6.4.2 must not, upon completing the development in accordance with the Planning Permit, alter or extend or otherwise change the development;

6.5 Expiry of the Planning Permit

the Owner's obligations under clause 6.4 continue to apply:

6.5.1 regardless of any right conferred by the Planning Scheme;

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6.5.2 regardless of any subdivision of the Subject Land; and

6.5.3 even if the Planning Permit expires, is cancelled or otherwise ceases to operate;

6.6 Open Space Land

prior to the issue of a statement of compliance for any future subdivision of Lot A, the Owner must transfer to or vest in Council an area of land to Council's satisfaction that is:

6.6.1 of an area equivalent to 5% of the total area of the Subject Land;

6.6.2 unencumbered; and

6.6.3 adjacent to the eastern boundary of that part of the Subject Land subject to the Environmental Significance Overlay – Schedule 1.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

7.2.1 must do all things necessary to give effect to this Agreement;

7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and

7.2.3 agree to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;

7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

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7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for determining satisfaction

If Council makes a request for payment of:

7.5.1 a fee under clause 7.3; or

7.5.2 any costs or expenses under clause 7.4.3,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7.7 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

8. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

10.1 give effect to this Agreement; and

10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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11. General matters

11.1 Notices

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

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

13. Ending of Agreement

13.1 This Agreement ends when the Owner has complied with all of the Owner's obligations.

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13.2 After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

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09/01/2015 $116.50 173

Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed by and on behalf of, and with the authority of the **Wyndham City Council** by ~~Peter Van Til,~~ Margret Evans Acting Manager Town Planning in the exercise a power conferred by an Instrument of Delegation, in the presence of:

mellaus

.....
Witness

Margret Evans

.....
Name of witness (please print)

Signed sealed and delivered by **Giuseppina Mantello** in the presence of:

G. Mantello

.....
Witness

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under instruments of mortgage nos. AK082532U and AK082533S consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....

PROPERTY REPORT

Energy, Environment and Climate Action

From www.land.vic.gov.au at 17 June 2024 11:41 AM

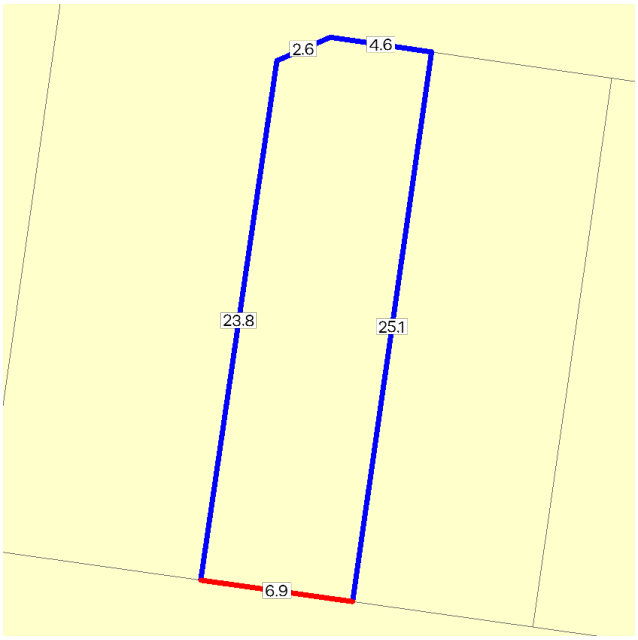
PROPERTY DETAILS

Address:	**4/4 MANTELLO DRIVE WERRIBEE 3030**
Lot and Plan Number:	**Lot 7 PS736171**
Standard Parcel Identifier (SPI):	**7\PS736171**
Local Government Area (Council):	**WYNDHAM**
Council Property Number:	**231489**
Directory Reference:	**Melway 205 D9**

www.wyndham.vic.gov.au

SITE DIMENSIONS

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



Area: 172 sq. m
Perimeter: 63 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**WERRIBEE**

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

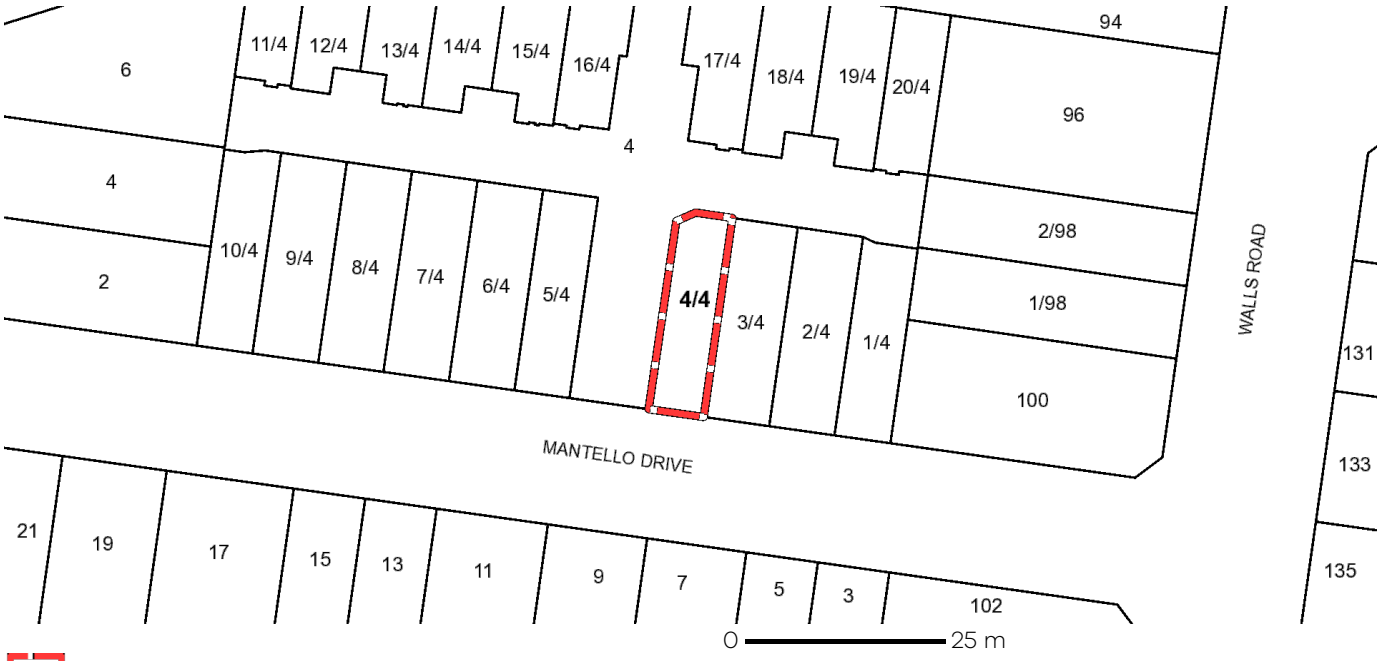
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 17 June 2024 11:42 AM

PROPERTY DETAILS

Address:	**4/4 MANTELLO DRIVE WERRIBEE 3030**
Lot and Plan Number:	**Lot 7 PS736171**
Standard Parcel Identifier (SPI):	**7\PS736171**
Local Government Area (Council):	**WYNDHAM** www.wyndham.vic.gov.au
Council Property Number:	**231489**
Planning Scheme:	**Wyndham** Planning Scheme - Wyndham
Directory Reference:	**Melway 205 D9**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**WERRIBEE**

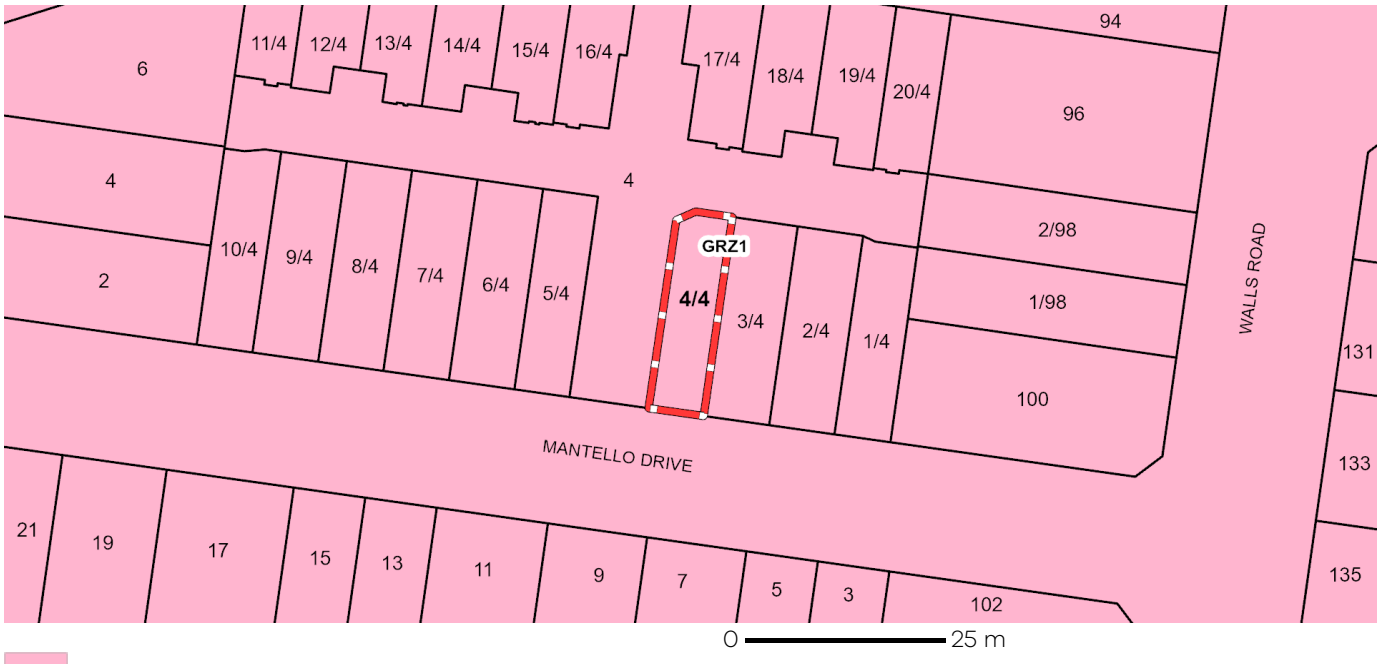
OTHER

Registered Aboriginal Party:	**Wadawurrung Traditional Owners Aboriginal Corporation**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 12 June 2024.

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 abut 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

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

PLANNING PROPERTY REPORT

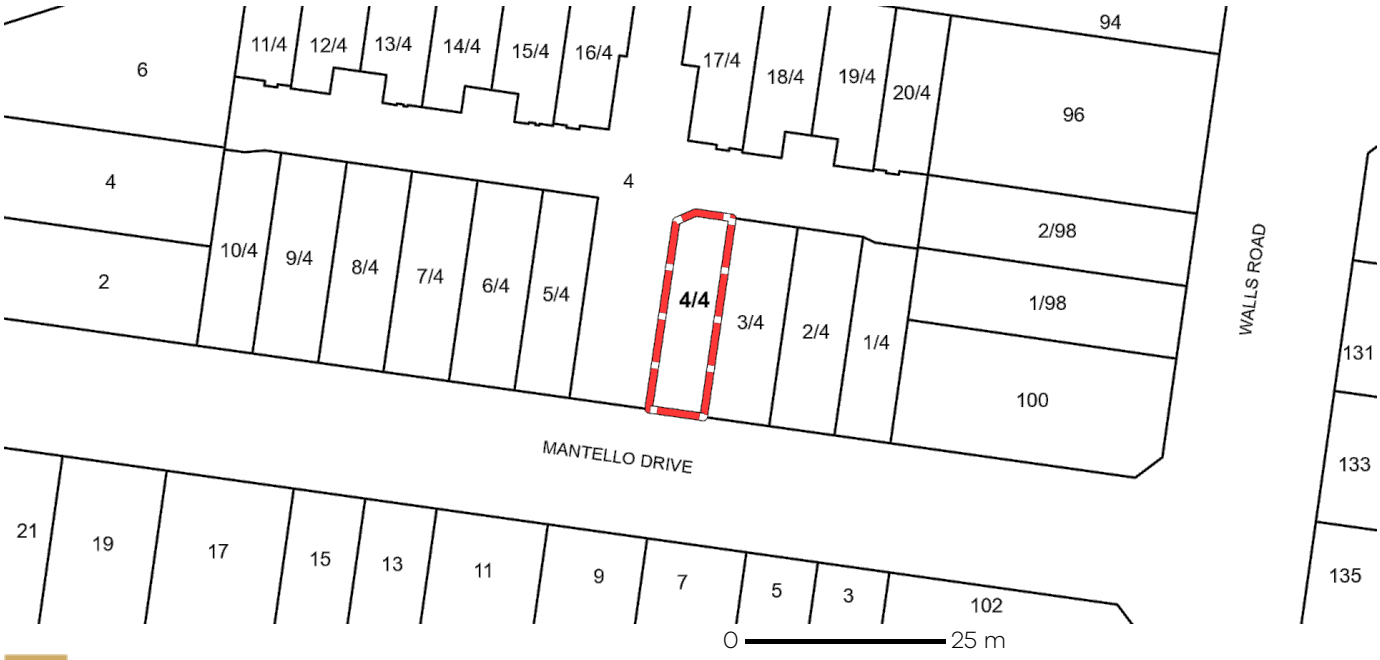
Environment, Land, Water and Planning

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 Bushfire Prone Areas

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)

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

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

BL

Greater Western Water

My account number is

1253 4201 1112

Invoice No.	T652725068
Service Address	4/4 Mantello Drive Werribee Lot 7 Plan 736171
Issue Date	19 Jan 2024
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water
ABN 70 066 902 467

gww.com.au

MR M J & MRS K SHIPLEY
C/O GREATREX PROPERTY
554 BURWOOD RD
HAWTHORN VIC 3122



Account summary

PREVIOUS BILL	$148.53
RECEIVED	$148.53
BALANCE	$0.00
NETWORK CHARGES	$118.99
OTHER CHARGES	$29.54
PLEASE PAY	$148.53

19/01/24-09:58:53-CCSEML_240118200509Z.PRO
F-D-004381-0001/0002-1-000000-R-A001764149

Update your contact details

Your new online account **My GWW** launches soon.
To get ready for this change, make sure the details on your current account are up to date.

Visit **gww.com.au** to check your details are up to date.

BL

Details of charges - Residential

Previous Bill

Previous Bill	$148.53

Payments Received

01/11/2023	-$148.53

BALANCE FORWARD $0.00

Network Charges	Charge Period	Charge $
Water Network Charge	(01/01/2024 to 31/03/2024)	$51.60
Sewerage Network Charge	(01/01/2024 to 31/03/2024)	$67.39

TOTAL NETWORK CHARGES $118.99

Other Charges		Charge $
Waterways & Drainage Charge	(01/01/2024 to 31/03/2024)	$29.54

TOTAL OTHER AUTHORITIES' CHARGES $29.54

FINAL TOTAL, PLEASE PAY THIS AMOUNT $148.53

Visit **gww.com.au** or call 13 44 99 for more details about these charges.

The right of Greater Western Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Need help paying your bill? Give us a call

We have payment options to help you keep on top of your bills and manage during difficult times. Chat with us on **13 44 99**. We can also direct you to other services, so you can get the advice and support you need. Learn more at **gww.com.au**

Waterways and drainage charge

You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live.
Learn more at **melbournewater.com.au/wwdc**

CCSEML_240118200509Z.PRO>BIL_vDEC23.10>19/01/24>09:58:53>-------

Service Address: 4/4 Mantello Drive Werribee

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is
			1253 4201 1112

Direct Debit:
Visit **gww.com.au** or call 13 44 99

Mail cheque: Post this slip with your cheque payable to:
Greater Western Water, GPO Box 1152, Melbourne Vic 3001

Credit Card:
Visit **gww.com.au** or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance
If you're finding it hard to pay your bill call our team on **13 44 99** to discuss your circumstances or visit **gww.com.au** to view our support options.

AMOUNT DUE
$148.53
PLEASE PAY BY
9 FEB 2024

BPAY
Biller Code: 8789
Ref: 1253 4201 1112

Telephone and Internet Banking - BPAY®: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at **bpay.com.au**

POST billpay
Billpay Code: 0362
Ref: 1253 4201 1112

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit **postbillpay.com.au**

*362 125342011112

+00125342011112> +009201+ <0652725068> <0000014853> +444+

Caring for Country and community

I hope you've been able to spend some time outside this summer enjoying our region's local waterways and green, open spaces. Our vision is that the way we deliver water services to your home will protect and restore our region's natural environment.

This vision is part of our commitment to healing and caring for Country. Recently, we've been working on projects that contribute to this vision, like supporting native vegetation projects. We're also generating electricity across our sites, ensuring we're on track to reach net zero by 2030.

These projects help make our region a great place to live for the community. We've also been supporting our community by preparing for bushfire season together and through hearing water stories from local school children in the National Water Week poster competition.

While delivering trusted water services to your home is our core purpose, we will do this while protecting our natural environment for us all to enjoy now, and in the future.

Maree



Maree Lang
Managing Director
Greater Western Water



Volunteers in the Kensington Stockyard Food Garden

Bush foods thriving at community garden

The Kensington Stockyard Food Garden is a place for the community to gather and grow their own food, deepening their connection to the local environment. The garden contributes to the area's biodiversity and part of the space is allocated to indigenous plants.

This year, the garden received local community sponsorship as part of our Thriving Communities program. Our Thriving Communities grants and sponsorship program funds local projects that bring people together, run by organisations who share our commitment to community and Country.

Using the grant, the Kensington Stockyard Food Garden will grow a wider range of indigenous bush foods.

Dean Stewart, a Wemba Wemba-Wergaia man, is lending his expertise to this project. Dean has worked on local cultural, conservation and education projects for almost 20 years.

His work strengthens people's connection to their community and its history, through an understanding of the environment, culture and identification of indigenous plants. This work will be continued into 2024 with more indigenous food workshops at the garden, hosted by Belinda Williams from Ceres.

Programs such as these further our commitment to reconciliation outcomes by increasing understanding and respect for First Nations heritage, histories, cultures and rights.

How to prepare for your new billing experience

We're making some exciting changes that will give you more control and flexibility to manage your water account online, anytime. From early 2024, your current online account will be replaced with your new account, My GWW.

To ensure the security and safety of your information, we'll be asking you to re-register for your new My GWW account once it launches.

Now is a great time to make sure your details are up to date. The information you provide when registering for your new My GWW account must match the details listed on your current account.

Log in to your account to check your details are up to date and make sure your mobile number is correct. For more information visit **gww.com.au/billexperience**



Acknowledgement of Country
Greater Western Water respectfully acknowledges the peoples of the Kulin Nation as the Traditional Owners of the lands and waters on which our service area lies. We pay our deepest respects to their Ancestors and Elders past, present and emerging.

Our net zero commitment

We're committed to reaching net zero carbon emissions by 2030, restoring environmental health and heading towards zero waste. We're working on lots of projects to help us achieve these goals, like using clean bioenergy at our Melton Recycled Water Plant in our waste-to-energy trial. The project treats liquid food waste and generates renewable electricity, which helps to power our Melton Recycled Water Plant and contributes to 900 tonnes of emission reductions a year.

Keep up to date with our net zero journey at **gww.com.au/netzero**



Our Melton Recycled Water Plant



GWW Chief Operating Officer, Michael Wootten and Anafrid at the CIO50 Awards

Rising star recognised at 2023 CIO50 Awards

An essential part of the work we do is to create a safe digital environment for our customers and community. Leading this work is Anafrid, the head of our Technology, Security and Property team. Recently, Anafrid won the Next CIO award at the 2023 CIO50 Awards, reflecting the exceptional work she is doing to ensure our customers' data stays safe.

We partner with industry experts and the government to protect your information.

Together we make sure you can securely pay your bills and access your accounts online. Next year we're launching a new online account and introducing multi-factor authentication, which adds an extra layer of security to your information.

Anafrid and her team help us all stay safe online. Learn more at **gww.com.au/risingstarrecognised**

Get prepared for bushfire season

We work hard to be prepared for fire season but despite this, we can't always guarantee a reliable water supply, pressure or quality during a bushfire.

These disruptions may be caused by extreme demand from firefighters and residents, or damage to our equipment.

There are things you can do to be prepared for a bushfire:

- don't rely on the mains water supply, have alternative water sources available
- keep enough drinking water in an emergency kit for all family members, including your pets
- register your mobile number with us so we can keep you informed at **gww.com.au/contact**

For more information visit **gww.com.au/bushfires**

Announcing this year's National Water Week competition winners

We're celebrating this year's National Water Week poster competition winners, who creatively interpreted this year's theme, "United by Water" and highlighted the importance of water in bringing individuals and communities together.

The competition saw 800 poster submissions from 35 schools and centres in our service area. This year, student posters showcased water saving tips, connected communities, the importance of water and the need to protect it.

Read all about the competition and our winners at **gww.com.au/nationalwaterweek2023**



Tips for saving water all year round

In September 2023 the Bureau of Meteorology declared an El Niño, which means we can expect hotter and drier weather conditions. Our water stores, like dams and reservoirs, can fall quickly in dry conditions. Help save our precious drinking water during the warmer months by:

- fixing leaky appliances, like taps or toilets
- putting mulch on your garden beds to reduce evaporation
- reusing water from washing veggies to water your plants
- covering your pool to avoid evaporation
- using a hose with a trigger nozzle when watering your garden.

Learn more about saving water at **gww.com.au/savingwaterathome**

Contact us

Call **13 44 99**

Visit **gww.com.au**

@greaterwesternwater

@greaterwesternwater

@GWWVic

@greaterwesternwater

wyndhamcity
city. coast. country

Rates Correspondence
Wyndham City
PO Box 197
Werribee Victoria 3030
www.wyndham.vic.gov.au
mail@wyndham.vic.gov.au
ABN: 38 393 903 860

General Enquiries
1300 023 411

Customer Service Centres
Civic Centre Mon - Fri 9am - 4pm
Point Cook Community Learning Centre
Mon - Fri 9am - 5pm
Tarneit Community Learning Centre
Mon - Fri 9am - 5pm
Manor Lakes Community Learning Centre
Mon - Fri 9am - 5pm

Instalment Notice 2023 - 2024

1 July 2023 - 30 June 2024

022-3205 (32362)
E

K Shipley & M J Shipley
C/- Greatrex Property
Po Box 678
SOUTH MELBOURNE VIC 3205

Assessment Number	Due Date
231489	**28/02/2024**

Bank Reference Number	
2148701	

Issue Date	231489
06/02/2024	

PROPERTY LOCATION AND DESCRIPTION
V 11918 F 375 L 7 PS 736171 Mambourin Parish
4/4 Mantello Drive WERRIBEE VIC 3030
AVPC Code: 120

3RD INSTALMENT NOTICE

Instalment Amount Due	$296.00
Total Amount Due	**$296.00**

ARREARS OUTSTANDING	

1st Instalment 30/09/2023	2nd Instalment 30/11/2023	3rd Instalment 28/02/2024	4th Instalment 31/05/2024
$0.00	**$0.00**	**$296.00**	**$296.00**

If you are having any difficulties making your instalment payment please contact Council on 1300 023 411.



Have your next rate notice delivered to your email.
Sign up for EzyBill at
https://wyndham.ezybill.com.au
or scan the QR code.

EZYBILL

wyndhamcity
city. coast. country

Payments received after 02/02/2024 will not be shown on this notice.

231489

296.00

Assessment No. 231489
Name K Shipley & M J Shipley
Address 4/4 Mantello Drive
WERRIBEE VIC 3030

3rd Instalment by 28/02/2024
$296.00

To pay visit: www.wyndham.vic.gov.au or turn over the page for more options

Online	Direct Debit	Bpay	Australia Post	Payment in Person	Mail
		BPAY BPAY VIEW	Post Billpay		

Post Billpay

Instalment *396 2148701 $296.00

Sign up to Ezybill to receive all notices electronically, and view past notices anytime at no cost (2019 to latest)
Please note as of 1st July 2023, an admin fee of $18.10 will apply per notice for any requests for copies of notices.

Appeal against rates
If you do not agree with a rate or charge and believe that:

(a) a rate has been declared in respect of non-rateable land;
(b) the rate or charge assessment has been incorrectly calculated; or
(c) the wrong person has been levied with the rate or charge,

please contact Council's Rating Services Unit on 1300 023 411 to discuss the matter further.

If you are not satisfied with the outcome of your enquiry you may, within 60 days of receiving this notice, appeal to the County Court under section 184 of the *Local Government Act 1989,* and notify Council in writing of your intention to appeal.

Notice of valuation
Council has valued your property for rating purposes in accordance with the *Valuation of Land Act 1960*. The valuation of all rateable land in the municipality was made as at 1 January 2023 for the 2023 general valuation.

Council's general valuation may be used by other rating authorities to assess rates and taxes. The State Revenue Office (SRO) uses the general valuation to assess land tax. Further information on this use can be found on the SRO website (www.sro.vic.gov.au).

Objection against valuation
Any person aggrieved by a valuation of land made by Council may object to that valuation in accordance with section 16 of the *Valuation of Land Act 1960*. Objections must be made in writing or lodged online via the Rating Valuation Objections Portal on the Land Use Victoria website, and must set out the grounds for objection and contain the prescribed information as set out in regulation 13 of the *Valuation of Land Regulations 2014*. Objections must be lodged within 60 days of the issue date of this notice. Please contact Rating Services Unit on 1300 023 411 to discuss your appeal.

The lodging of an objection does not constitute grounds for non-payment of the council rate as assessed on this notice. Payment is required to be made by the due date pending the outcome of any objection.

Capping of Council rates
Council has complied with the Victorian Government's rates cap of 3.5 per cent. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons—

(i) the valuation of your property relative to the valuation of other properties in the municipal district;
(ii) the application of any differential rate by Council;
(iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Payment of rates
Council has declared that rates and charges are to be paid by instalment. Full payment may not be made at a later date. Notices will be sent for the second, third and fourth instalments.

All payments will be allocated in the following order:

1. Arrears owing (if any)
2. Current rates and charges owing (if any)
3. Legal costs owing (if any)
4. Interest owing (if any)

Arrears and late payments
Payment options are identified in this notice. Where you seek to pay your rates and/or charges by way of a payment plan, or you seek a deferral or a waiver of making payments of rates and/or charges, you must make an application in writing to the Rates Collections Unit of Council. See: www.wyndham.vic.gov.au for Councils Hardship Policy. Amounts not paid by the due dates shown on this notice may be charged interest at the rate set by the *Penalty Interest Rates Acts 1983*, from the due date of each overdue instalment unless a payment plan is in place. The current penalty interest rate is 10%.
Council may refer any arrears balance to a debt collection agency and commence legal action for its recovery. Please contact Council to discuss payment plan options if you are experiencing difficulty in making payment.

Pensioner rebate
Pensioner Concession Card holders may be entitled to a rebate on rates, charges and the fire services property levy. To find out whether you are eligible for a rebate, contact Council's Rating Services Unit on 1300 023 411.
Please note: Health Care Cards are not accepted for pensioner rebates.

Financial hardship
If you are experiencing financial hardship, please contact Council's Rates Collections team on 1300 023 411 to discuss payment plan options.

Updating details
If the postal information on this notice is incorrect, please update your details by completing an online form at www.wyndham.vic.gov.au If you cannot update your details online, please contact Council on 1300 023 411.

Privacy statement
Your personal information is being collected by Wyndham City Council for the purpose of identifying you when communicating with Council and for the delivery of services and information. The personal information will be securely stored in Council's Customer Database. We will not disclose your personal information without your consent, except where required or authorised to do so by law. The personal information will be handled in accordance with the *Privacy and Data Protection Act 2014* and Council's Privacy Policy, available at www.wyndham.vic.gov.au/privacy-policy You may contact Council with concerns about the privacy of your personal information at mail@wyndham.vic.gov.au

Please contact Council's Rating Services Unit on 1300 023 411 with any enquiries.

METHODS OF PAYMENT *American Express now accepted*

Online
www.wyndham.vic.gov.au
Quote your Bank Reference Number shown on the front of this notice. MasterCard, Visa & American Express accepted.

Direct Debit
To apply, please download and complete a Direct Debit Application Form visit: www.wyndham.vic.gov.au
Complete and return via:
Mail: PO Box 197
Werribee, Victoria 3030
Email: mail@wyndham.vic.gov.au
In Person: Civic Centre,
45 Princes Highway, Werribee.

BPAY BPAY VIEW
Contact your participating financial institution to make a payment.

Biller Code 76869
Reference number
2148 701

Australia Post
Post Billpay

In-store:- Present this account & your payment in-store at Australia Post. Cash, cheque, EFTpos, Credit card accepted.
By phone: 131816 Credit card accepted.
Online: auspost.com.au/postbillpay Credit card accepted.

Billpay Code 0396
Reference number
2148 701

Payment in Person
Pay in person at any Wyndham City Customer Service Centre.

Civic Centre
Mon – Fri 9am – 4pm.
Point Cook Community Learning Centre
Mon - Fri 9am - 5pm
Tarneit Community Learning Centre
Mon - Fri 9am - 5pm
Manor Lakes Community Learning Centre
Mon - Fri 9am - 5pm

Please note: -
Community Learning Centres accept card payment only.

Mail
Mail this slip with cheque or money order to:-

Wyndham City
PO Box 197
Werribee Victoria 3030

Please note:
Receipts will not be issued.

bfg strata management
level 16, 627 chapel St
south yarra, vic 3141

a.b.n: 16 659 089 602
t 03 9804 8770
www.bfgassetmanagement.com.au

MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN 736171S

ADDRESS OF THE STRATA SCHEME:

4 Mantello Drive, Werribee VIC 3030

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 736171S was held Level 16, 627 Chapel Street, South Yarra 3141 on 14/12/2023 commenced at 11:30 AM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name/Representative
16		Apology	Karen Joy Smith

CHAIRPERSON (acting): Leah Byrne

Minutes of the meeting:

1 MINUTES
Resolved that the minutes of the last general meeting of the owners corporation be confirmed as a true record of the proceedings of that meeting.

2 MANAGER'S & COMMITTEE REPORT
Resolved that the Manager's and Committee report (If Applicable) for the financial year be adopted.

3 FINANCIAL STATEMENTS
Resolved that the Owners Corporation approve the financial statements for the Financial Year ending 31/10/2023.

4 BUDGET
ADMINISTRATIVE FUND
Resolved that the Owners Corporation approved the budget for the next financial year.

5 CONTRIBUTIONS
Resolved that in Accordance with the Owners Corporations Act 2006 - Section 23
Contributions to the administrative fund for the next financial year are estimated at $62,742.00 including GST (If Applicable) and contributions are due and payable Six-monthly on the 1st of February and 1st of August. The increase in the budget for this financial year will see the six monthly contribution fees increase by $208.00 per Lot.

6 INSURANCE
Resolved that the Owners Corporation considered and approved the current insurance policy. Members are advised to consult the FSG and PDS before deciding on insurance.

Current Owners Corporation Insurance Details

Policy No.06S1656410
Strata Unit Underwriting
Type : Strata
Broker : AB Phillips

Premium : $12,236.75 Paid on : 11/04/2023 Start : 10/04/2023 Next due : 10/04/2024

Cover	Sum Insured	Excess	Notes
Building	$8,074,950.00	$1,000.00	floating floors & flood included
Loss of Rent	$1,211,242.50	$0.00	
Catastrophe	$1,211,242.50	$0.00	
Public Liability	$20,000,000.00	$0.00	
Fidelity Guarantee	$100,000.00	$0.00	
Govt. Audit Costs	$175,000.00	$0.00	
Lot Owners' Fixtures & Improvements		$250,000.00	$0.00
Office Bearers Liability	$1,000,000.00	$0.00	

7 EXECUTIVE COMMITTEE

Resolved the Owners Corporation appoints an executive Committee as required by Part 5 Section 100 of the Owners Corporation Act.

(a) That the number of members of the executive committee be decided. Minimum is 3, and maximum is 7. However and Owners Corporation may resolve by Ordinary Resolution to elect more than 7 members but still less than 12.

(b) That the members of the executive committee be elected. Nominations for Committee can be noted by ticking Box B on the proxy form if you cannot attend the meeting in person.

Executive Committee

Chairperson Lot 15	Deon Geelhuizen
Secretary Lot 5	Julio Pino
Member Lot 17	Alex Petrovic

8 OFFICE BEARERS LIABILITY INSURANCE

Resolved that the Owners Corporation Members acknowledge and accept that the insurance policy will need to have office bearers liability cover added to the policy to cover the Committee members.

9 DELEGATION

Resolved that the members of the Owners Corporation delegate under Part 2 Section 11 and Part 6 Section 124 of the Owners Corporation Act 2006/7 the elected members of the Committee and or any elected representative and the appointed Owners Corporation manager, BFG Strata Management, are hereby delegated with the powers and functions of the Owners Corporation except where a unanimous or special resolution is required. The Committee does not have the power to terminate the appointment of BFG Strata Management. Termination of BFG Strata Management as Manager of this Owners Corporation may only be resolved by way of ordinary resolution at a general meeting of the Owners Corporation.

This instrument will remain in place until the next Annual General Meeting when the Committee or representative of the Owners Corporation are duly reelected. The Committee further delegate all the powers and functions to the incumbent management company in accordance with section 3.2 of the Contract of Appointment that are necessary to enable it to perform its duties under this appointment.

10 VALUER

Resolved that the Owners Corporation Members resolve under Part 3 Section 65(2) of the Owners Corporation Act to have an Insurance Valuation carried out on the Building and Common Contents every 5 years or earlier, and that the building replacement cover be adjusted in accordance with the valuer's recommendation.

The next valuation is due 21/03/2028.

11 DEBT RECOVERY

Resolved that the Owners Corporation Manager shall take whatever action is necessary to recover any amount owed to the Owners Corporation in accordance with Section 30,31,32, and section 164 (2) of the Owners Corporation Act 2006. The Owners Corporation authorise BFG Strata Management to make an application on behalf of the Owners Corporation for an order requiring an owner to pay any outstanding fee and levies that are considered outstanding after a final notice is given under section 12. All legal costs not recovered shall be incurred by the Owners Corporation.

12 PAYMENT PLAN

Resolved that the Owners Corporation members delegate the powers to the Owners Corporation manager to establish a payment arrangement, assisting owners facing financial hardship, ensuring that levies are settled prior to the due date of the next levy.

13 PROPERTY MAINTENANCE/ESSENTIAL SERVICES

Resolved that the Owners Corporation Members accept the Strata Manager of BFG Strata Management to spend up to $1,000 (approx) per year on Repairs & Maintenance to the Owners Corporation Property.

14 OWNERS CORPORATION RULES

Resolved that the Owners Corporation specially resolves pursuant to Section 138 of the Act to make additional rules in the following terms:-

By Law - Service of Documents on Owner of a Lot by Owners Corporation
A document may be served on the owner of a lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

Alteration to Rules
Consideration to be given to whether or not the existing consolidated, special or additional rules (if any) or the Model Rules require an amendment by a special resolution and if it is necessary to make, revoke or approve rules.

15 CONTRACT OF APPOINTMENT

Resolved that the Owners Corporation members have resolved that if no notice of its intention to revoke this Appointment is given by the Owners Corporation to the Manager at least 28 days prior to the expiry date, the Appointment will continue until the expiration of one year after the expiry date (which date will then become the expiry date) but will not exceed the date of the next Annual General Meeting at which time re-appointment must be confirmed.

16 COMMON SEAL

Resolved that the Owners Corporation members have resolved that as per Section 18A (4) of the OC Act, the common seal is no longer required and can be destroyed.

17 GENERAL BUSINESS

Resolved items of a general nature not listed in the Current Agenda be discussed. (Please note resolutions to approve works cannot be written at meetings. Therefore, the Owners Corporation can agree to acknowledge and accept that they will provide instructions to the manager).

- It was noted that a request to attend the AGM was made by committee member from Lot 17, however due to a technical admin error, the request was missed. This was resolved by way of a phone call and the following items were discussed and are of mention to the General Business section of the minutes.

1. WASTE BINS - It was discussed that residents are leaving their waste bins in and around the common areas, this causes the development to look unsightly and can contribute to various issues like the recent high winds which saw bins tipped and rolled leaving waste and oils spiloling. It also invites pests and rodents. Please note that ALL bins need to be returned to titled lot as soon as possible after collection.

2. COMMON AREA LIGHTING - It was discussed the special levy raised for the common area lighting would be cancelled for the interim and raised again in later in January to allow owners the opportunity to come through the Christmas period without the need for the up font cost so close to Christmas. As the common area lighting costs have already been approved by the committee, the contractor has been advised to place the works on hold till the new year.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 11:45 AM.

Statement of Financial Position

As at 30/06/2024

Owners Corporation PS 736171S — 4 Mantello Drive, Werribee VIC 3030

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(8,177.22)
Owners Equity--Admin	12,053.34
	3,876.12
Maintenance Fund	
Operating Surplus/Deficit--Sinking	0.00
	0.00
Net owners' funds	**$3,876.12**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	57.29
Receivable--Levies--Admin	6,064.70
Receivable--Levies (Special)--Admin	1,608.80
	7,730.79
Maintenance Fund	
	0.00
Unallocated Money	
	0.00
Total assets	7,730.79
Less liabilities	
Administrative Fund	
Creditors--Other--Admin	3,854.67
	3,854.67
Maintenance Fund	
	0.00
Unallocated Money	
	0.00
Total liabilities	3,854.67
Net assets	**$3,876.12**

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

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*.

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No **736171S**
Address **4 Mantello Drive, Werribee VIC 3030**

This certificate is issued for Lot **7** on Plan of Subdivision No **736171S**

Postal address is
36 Balmain Drive
BERWICK VIC 3806

Applicant for the certificate is **Link West Conveyancing**

Address for delivery of certificate jeff@linkwestconveyancing.com.au

Date that the application was received 20 June 2024

IMPORTANT:
The information in this certificate is issued on **1 July 2024**.

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 six-monthly fees for the lot are $1,568.55 payable six-monthly.

(b) The date up to which the fees for the lot have been paid is 31 Jul 2024.

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

Administrative Fund

Amount owing	$0.00
Interest owing	$0.00
Total amount owing	$0.00

Maintenance Fund

Amount owing	$0.00
Interest owing	$0.00
Total amount owing	$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:

None

Owners Corporation Fees may be paid by EFT as follows:

Biller code: 96503
Reference Number: 243567229 25128

(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 No. LNGSTR2023 9945 Longitude Insurance Pty Ltd

Type: Strata Broker: AB Phillips
PO Box 832, MOORABBIN VIC 3189

Premium: $12,177.88 Paid on: 08/04/2024 Policy start date: 10/04/2024 Next due: 10/04/2025

Cover	*Sum insured*	*Excess*	*Notes*
Building	$8,478,698.00	$0.00	Flood - Insured
Common Property	$84,787.00	$0.00	Floating Floorboards - Insured
Lot Owners' Fixtures & Improvements	$300,000.00	$2,000.00	Each and every claim
Loss of Rent	$1,271,805.00	$500.00	Each and every claim
Office Bearers Liability	$1,000,000	$1,000.00	10% contribution each and every claim
Fidelity Guarantee	$100,000.00	$0.00	
Public Liability	$20,000,000.00	$0.00	
Govt. Audit Costs	$30,000.00	$0.00	
Workplace, Health & Safety Breaches	$150,000.00	$0.00	
Legal Expenses	$50,000.00	$0.00	
Voluntary Workers	Insured	$0.00	

The type of Policy is: Strata

The Buildings covered by the Policy are situated at: **4 Mantello Drive, Werribee VIC 3030**

(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 set out in the Financial Statement attached to this Certificate.

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?
If so, then provide details: NIL

(j) Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details: Management agreement with BFG Strata Management.

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?
If so, then provide details: NIL

(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 1 July 2024.

(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: NIL

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

The manager is BFG Strata Management
Level 16, 627 Chapel Street
South Yarra VIC 3141

Telephone: (03) 9804 8770

(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 latest financial statements
A copy of the minute of the last annual general meeting of the owners corporation
A copy of the consolidated rules registered at Land Victoria
A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

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

Date: 1 July 2024

Please email the Notice of Acquisition to this email address – Admin4@bfgstrata.com.au

This owners corporation certificate was prepared by:

Leah Byrne
……(signature)
Leah Byrne
BFG Strata Management
Level 16, 627 Chapel Street
South Yarra VIC 3141

bfg strata management
level 16, 627 chapel St
south yarra, vic 3141
a.b.n: 16 659 089 602
t 03 9804 8770
www.bfgassetmanagement.com.au

Owner Ledger

Start Date: 01/07/2022
End Date: 31/07/2026
Owners: One only

Owners Corporation PS 736171S — 4 Mantello Drive, Werribee VIC 3030

Lot 7 **Unit** **Mr Michael John Shipley & Mrs Kristin Shipley** UE / AE: 10.00 / 200.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund Due	Admin Fund Paid	Maintenance Fund Due	Maintenance Fund Paid	Interest paid	Discount	Levy type	Status	Group
			Balance brought forward	**0.00**		**0.00**						
1	01/08/2022	Six-monthly	Six monthly contribution fees including Building Insurance	1,238.65	1,238.65	0.00	0.00	0.00	0.00%	Standard	Normal	None
2	01/02/2023	Six-monthly	Six-monthly contribution fees including Building Insurance for the period of 01/02/2023 to 31/08/2023	1,361.20	1,361.20	0.00	0.00	0.00	0.00%	Standard	Normal	None
3	01/08/2023	Six-monthly	Six-monthly contribution fees including Building Insurance for the period of 01/08/2023 to 31/01/2024	1,361.20	1,361.20	0.00	0.00	0.00	0.00%	Standard	Normal	None
4	21/12/2023	Once-off	Common Area Lighting Installations	804.40	804.40	0.00	0.00	0.00	0.00%	Special	Normal	None
5	01/02/2024	Six-monthly	Six Monthly Contribution Fees Including Building Insurance - Period from 01/02/2024 - 31/07/2024	1,568.55	1,568.55	0.00	0.00	0.00	0.00%	Standard	Normal	None
6	01/08/2024	Six-monthly	Six Monthly Contribution Fees Including Building Insurance - Period from 01/08/2024 - 31/01/2025	1,568.55	0.00	0.00	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments $0.00 Levy arrears & owner invoices due $0.00 Interest on levy arrears $0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund Paid	Admin Fund Interest	Maintenance Fund Paid	Maintenance Fund Interest	Unallocated Paid	Total amount	Cheque no.	Levy no.
02/08/2022	362	Receipt	Banked		1,238.65	0.00	0.00	0.00	0.00	1,238.65		1
24/02/2023	407	Receipt	Banked		1,361.20	0.00	0.00	0.00	0.00	1,361.20		2
23/06/2023	423	Receipt	Banked		800.00	0.00	0.00	0.00	0.00	800.00		3
31/08/2023	445	Receipt	Banked		561.20	0.00	0.00	0.00	0.00	561.20		3

Lot 7 Unit **Mr Michael John Shipley & Mrs Kristin Shipley** UE / AE: 10.00 / 200.00

31/08/2023	446	Receipt	Banked		0.00	0.00	0.00	0.00	1,361.20	1,361.20	
14/12/2023		Unalloc money allocation		Levy Posting	804.40	0.00	0.00	0.00	(804.40)	0.00	4
29/12/2023		Unalloc money allocation		Levy Posting	556.80	0.00	0.00	0.00	(556.80)	0.00	5
25/01/2024	466	Receipt	Banked		1,011.75	0.00	0.00	0.00	0.00	1,011.75	5

Owners Corporation

Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018 OC 001 (02/18)

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 ADVISE.