Contract of Sale of Land

Property:

Unit 304, 5 SANDBELT Close, Heatherton VIC 3202

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:05716

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.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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 ...../…..……/2023

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 ...../…..……/2023

Print names(s) of person(s) signing: **SCHILLE SF NOMINEES PTY LTD**

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

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

Table of Contents

PARTICULARS OF SALE

SPECIAL CONDITIONS

GENERAL CONDITIONS

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAND LAW
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENTIAL CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

GUARANTEE & INDEMNITY

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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: SCHILLE SF NOMINEES PTY LTD

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: 05716

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	11424	Folio	187	5304	PS 638819L

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 304, 5 SANDBELT Close, Heatherton VIC 3202

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.

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 304, 5 SANDBELT CLOSE, HEATHERTON VIC 3202

Vendor's name	SCHILLE SF NOMINEES PTY LTD	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):

Not Applicable

6. OWNERS CORPORATION

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

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.

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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 11424 FOLIO 187

Security no : 124106071846T
Produced 14/05/2023 09:06 AM

LAND DESCRIPTION

Lot 5304 on Plan of Subdivision 638819L.
PARENT TITLE Volume 11389 Folio 119
Created by instrument PS638819L Stage 2 31/05/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SCHILLE SF NOMINEES PTY LTD of 25 RALPH AVENUE ST ALBANS VIC 3021
AK509486A 06/08/2013

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AE902517B 16/02/2007

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
AG842321J 29/10/2009

DIAGRAM LOCATION

SEE PS638819L 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 304 FLOOR 3 5 SANDBELT CLOSE HEATHERTON VIC 3202

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS638819L
OWNERS CORPORATION 3 PLAN NO. PS638819L

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**PS638819L**
Number of Pages (excluding this cover sheet)	**34**
Document Assembled	**14/05/2023 09:09**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 1 of 34

PS638819L

22/10/2012 $6.085 10 PS

PLAN OF SUBDIVISION

Stage No. | LRS use only **EDITION 3**

Location of Land

Parish: MORDIALLOC

Township: –

Section: 9

Crown Allotment: 2B (PART)

Crown Portion: –

Title Reference: VOL 11189 FOL 529

Last Plan Reference: LOT 3 ON PS 621180H

Postal Address: 3B KINGSTON ROAD
(at time of subdivision) HEATHERTON, 3202

MGA Co-ordinates (of approx. centre of land in plan) E 331 310 N 5 797 700 Zone: 55

Council Certification and Endorsement

Council Name: KINGSTON CITY COUNCIL Ref: KS209/10

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

~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.~~
~~Date of original certification under section 6 / / ~~

~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE

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

~~(ii) The requirement has been satisfied.~~

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

Council Delegate
~~Council Seal~~
Date 20 / 9 / 2011

~~Re-certified under section 11(7) of the Subdivision Act 1988~~

~~Council Delegate~~
~~Council Seal~~
~~Date / /~~

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

SANDBELT CLOSE IS A PRIVATE ACCESSWAY WITHIN COMMON PROPERY No.1

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.

DENOTES STRUCTURE (NON BOUNDARY) mmmmmm
TERRACE - T
BALCONY - B
PROJECTION - P
COMMON PROPERTY No.1 - CP No.1
COMMON PROPERTY No.2 - CP No.2
COMMON PROPERTY No.3 - CP No.3

Survey This plan is/~~is not~~ based on survey

This survey has been connected to permanent marks no(s) —
In Proclaimed Survey Area No. —

Notations

Staging This is/~~is not~~ a staged subdivision
Planning Permit No.

Depth Limitation 15.24 METRES BELOW GROUND SURFACE

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
INTERIOR FACE : ALL BOUNDARIES
COMMON PROPERTY No.2 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND COMMON PROPERTY No.1 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES **ASSOCIATED WITH THE BUILDINGS THAT CONTAIN LOTS** 1-16 & 101-116. ALL SLABS, COLUMNS, BEAMS AND SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN **THE BUILDINGS THAT CONTAIN LOTS** 1-16 & 101-116 ARE CONTAINED IN COMMON PROPERTY No.2 UNLESS OTHERWISE NOTED.

COMMON PROPERTY No.3 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND COMMON PROPERTY No.1 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES ASSOCIATED WITH THE BUILDINGS THAT CONTAIN LOTS 3001-5307. ALL SLABS, COLUMNS, BEAMS AND SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THE BUILDINGS THAT CONTAINS LOTS 3001-5307 ARE CONTAINED IN COMMON PROPERTY No.3 UNLESS OTHERWISE NOTED.

Easement Information

Legend: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance; A – Appurtenant Easement; R – Encumbering Easement (Road)

Easements & Rights Implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG.	PS 621180H	LOT 4 ON PS 621180H
E-2	DRAINAGE	SEE DIAG.	PS 621180H	LOT 4 ON PS 621180H
E-3	DRAINAGE	SEE DIAG.	PS 621180H	LOT 4 ON PS 621180H
E-4	DRAINAGE	SEE DIAG.	PS 621180H	LOT 4 ON PS 621180H
E-4	DRAINAGE	SEE DIAG.	PS 621180H	THE CITY OF KINGSTON

LRS use only

Statement of Compliance/ Exemption Statement

Received ☑

Date 22/10/12

THIS IS A LAND VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

Sheet 1 of 33 sheets

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

AMENDMENTS MADE IN BLUE BY ME ON 26/9/11.
Scott Wyllie.

LICENSED SURVEYOR (PRINT) SCOTT WYLLIE

SIGNATURE Scott Wyllie DATE 29 / 08 / 11

REF 5431023
DWG 543102AH 25/08/11 VERSION H

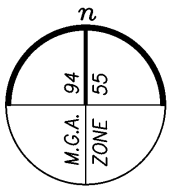
DATE 20 / 9 / 2011

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 2 of 34

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 638819L



Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

SITE BOUNDARY
DIAGRAM 1

Sheet 2

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

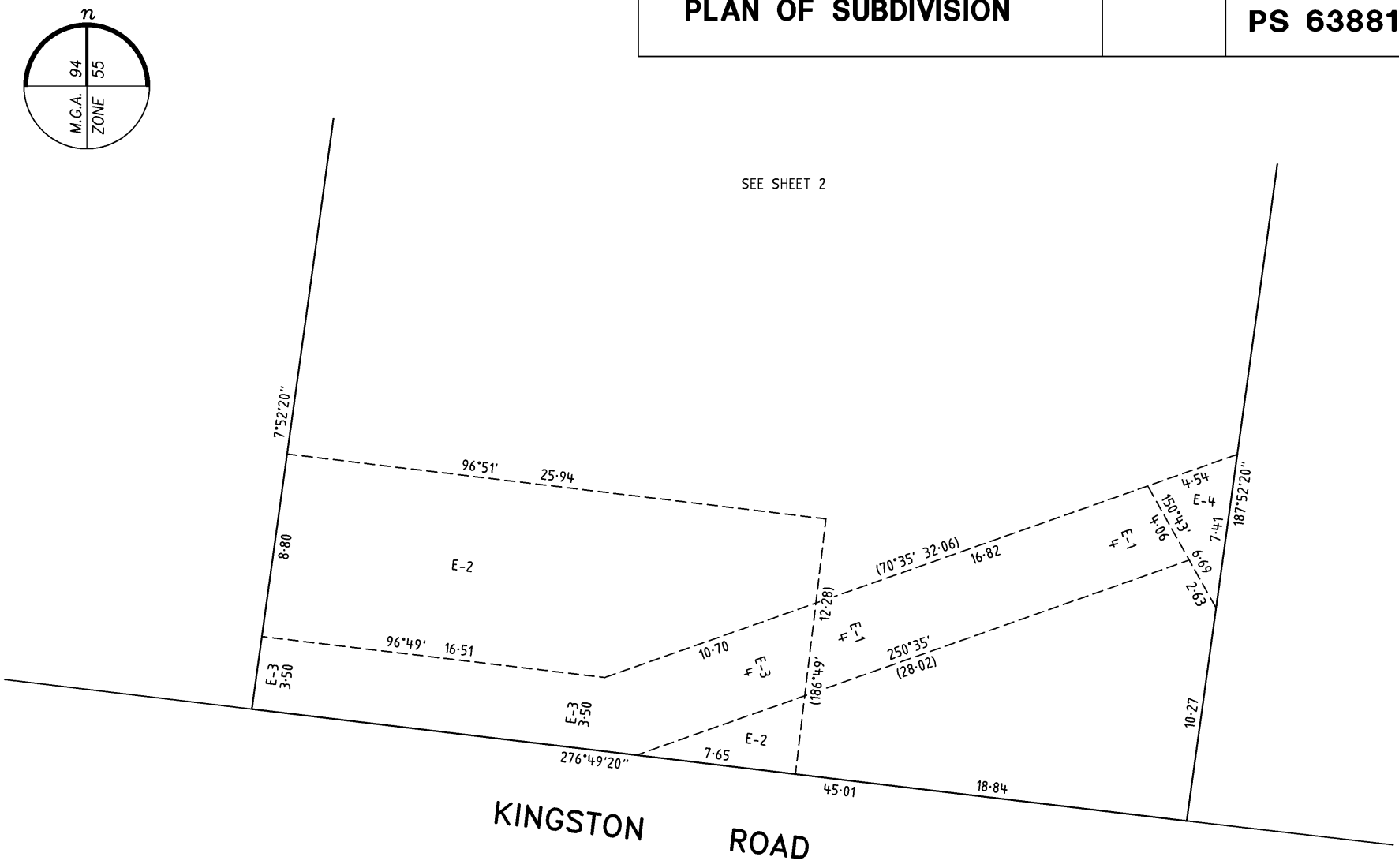
SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) SCOTT WYLLIE
SIGNATURE . . . . . DATE / /
REF 5431023
DWG 543102AH2_LR 20/11/12 VERSION A

DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 638819L



SITE BOUNDARY (PART)
ENLARGEMENT A

Sheet 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) SCOTT WYLLIE
SIGNATURE . . . . . DATE / /
REF 5431023
DWG 543102AH2⊥R 20/11/12 VERSION A

. . . . . .
DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 3 of 34

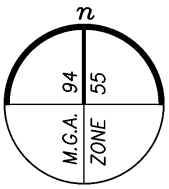
Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 4 of 34

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 638819L



Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

GROUND STOREY
DIAGRAM 2

Sheet 4

ORIGINAL

SCALE	SHEET SIZE
1:400	A3

SCALE

4 0 8 16

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) SCOTT WYLLIE

SIGNATURE . . . . . DATE / /

REF 5431023
DWG 543102AH2_LR 20/11/12 VERSION A

. . . . . .

DATE / /

COUNCIL DELEGATE SIGNATURE

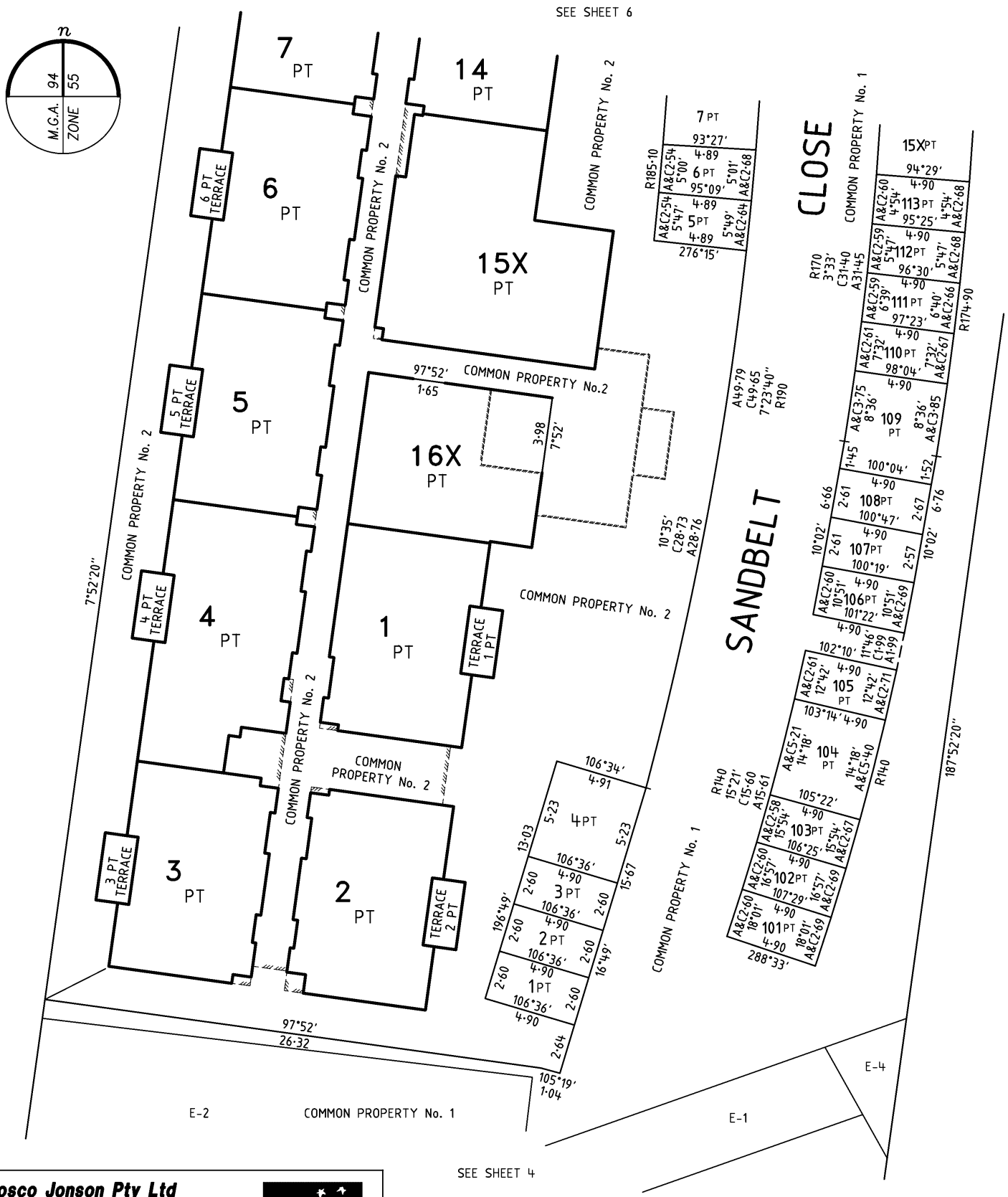
Original sheet size A3

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 5 of 34

PLAN OF SUBDIVISION

Plan Number

PS 638819L



GROUND STOREY (PART)
ENLARGEMENT B

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

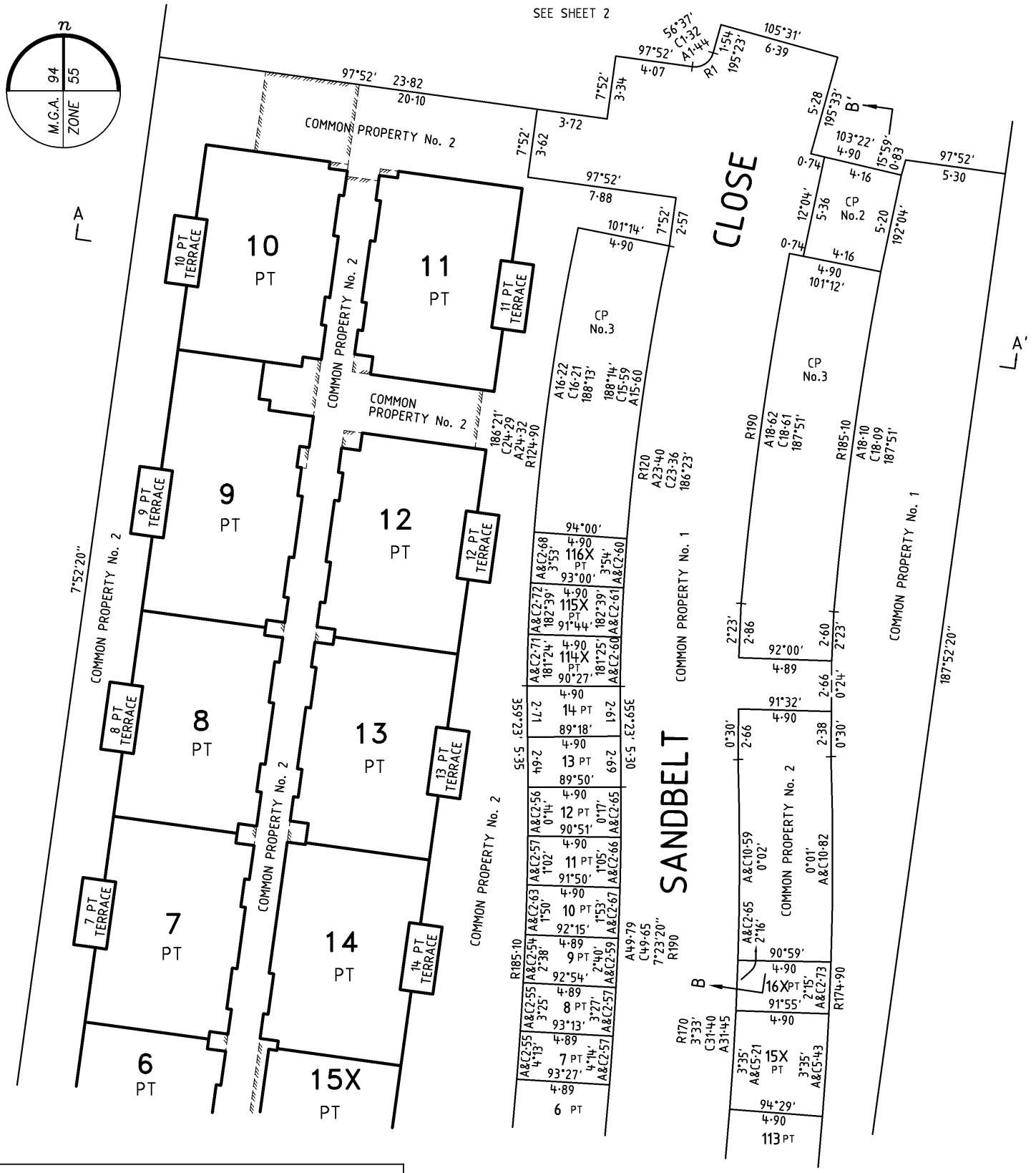
ORIGINAL		SCALE		Sheet 5
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE . . . . . DATE / /	
			REF 29819003 DWG 543102AH2 31/10/13 VERSION A	

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 6 of 34

PLAN OF SUBDIVISION

Plan Number

PS 638819L



Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

SEE SHEET 5

GROUND STOREY (PART)
ENLARGEMENT C

ORIGINAL		SCALE		Sheet 6
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE . . . . . DATE / /	
			REF 29819003 DWG 543102AH2 31/10/13 VERSION A	

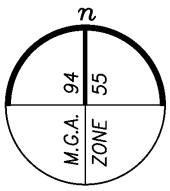
Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 7 of 34

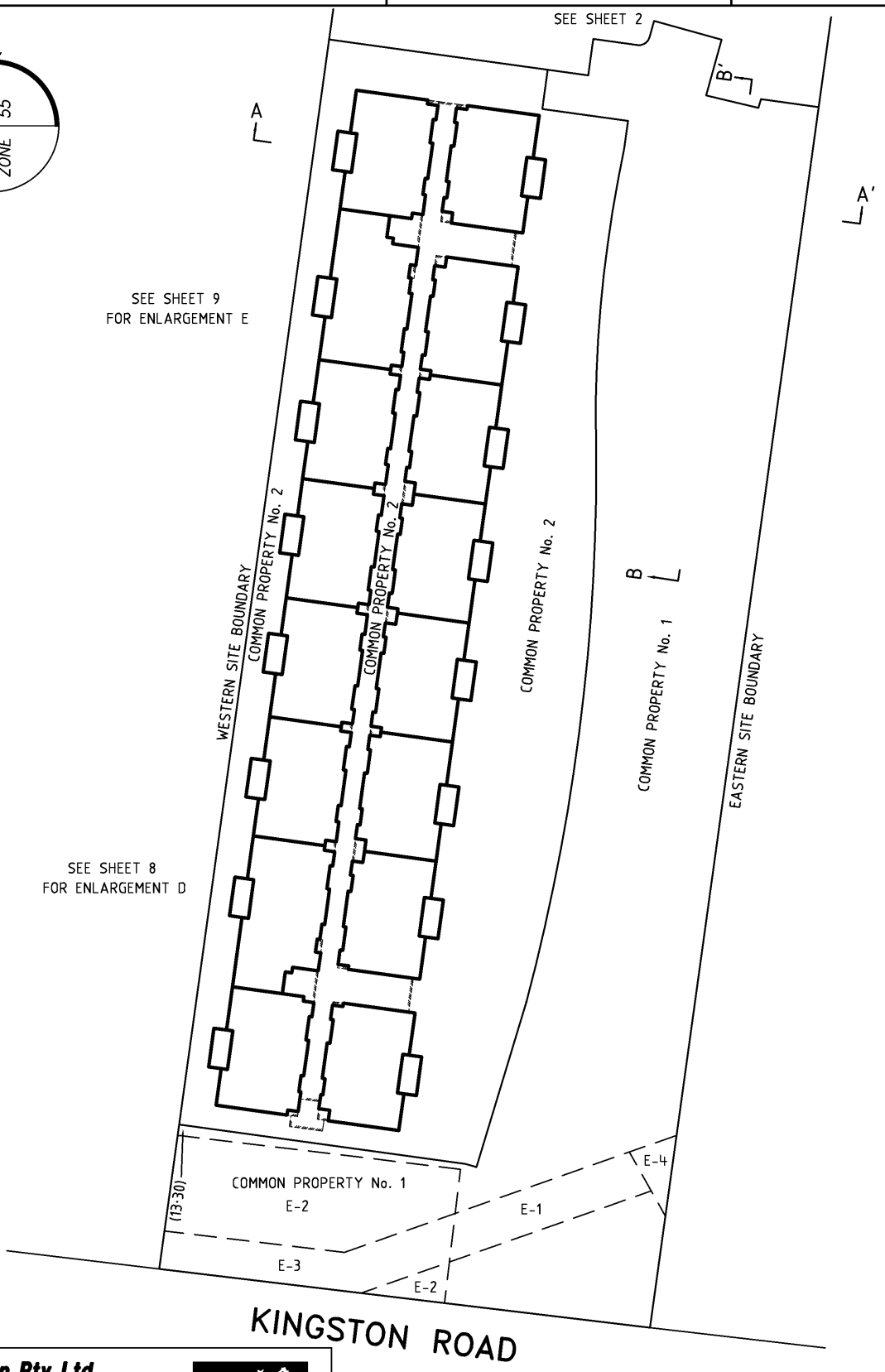
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 638819L





Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

FIRST STOREY
DIAGRAM 3

Sheet 7

ORIGINAL

SCALE 1:400

SHEET SIZE A3

SCALE

4 0 8 16

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) SCOTT WYLLIE

SIGNATURE . . . . . DATE / /

REF 5431023

DWG 543102AH2_LR 20/11/12 VERSION A

. . . . . .

DATE / /

COUNCIL DELEGATE SIGNATURE

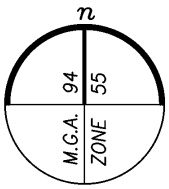
Original sheet size A3

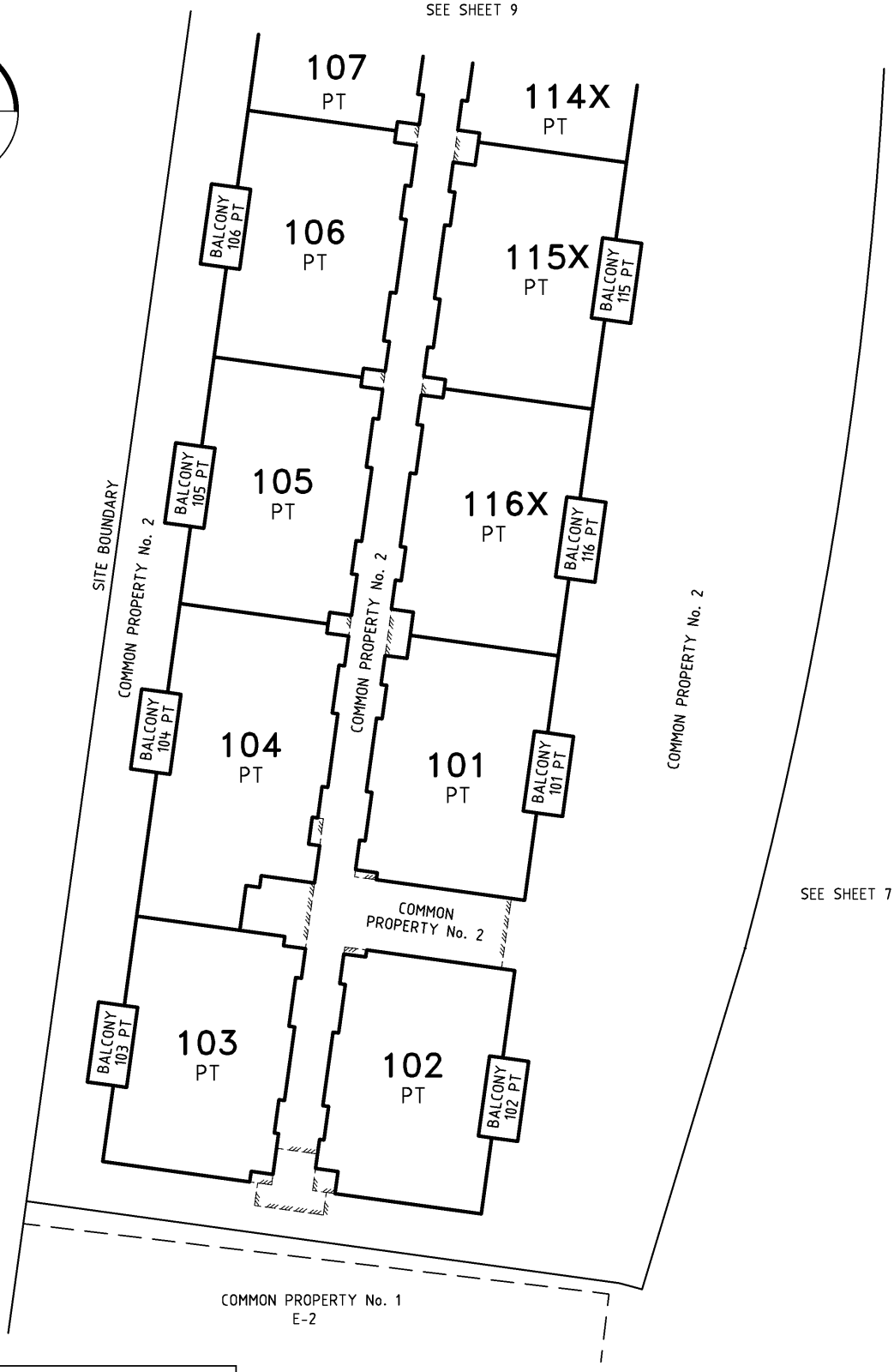
Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 8 of 34

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 638819L





Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

FIRST STOREY (PART)
ENLARGEMENT D

Sheet 8

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) SCOTT WYLLIE
SIGNATURE . . . . . DATE / /
REF 5431023
DWG 543102AH2_LR 20/11/12 VERSION A

. . . . . .
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

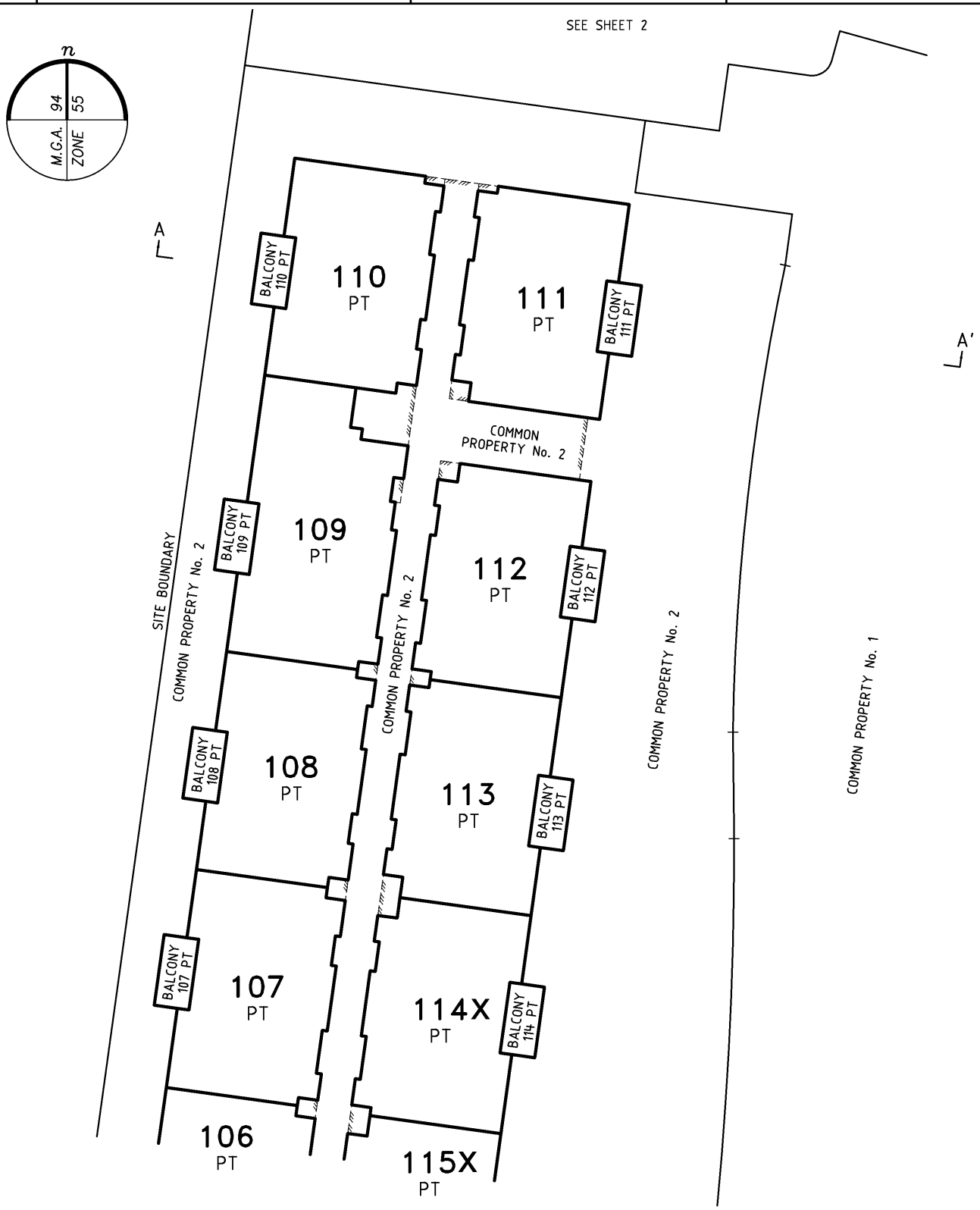
Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 9 of 34

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 638819L



SEE SHEET 8

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

FIRST STOREY (PART)
ENLARGEMENT E

Sheet 9

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

SCALE

2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) SCOTT WYLLIE

SIGNATURE . . . . . DATE / /

REF 5431023
DWG 543102AH2_LR 20/11/12 VERSION A

. . . . . .

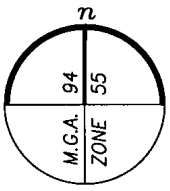
DATE / /

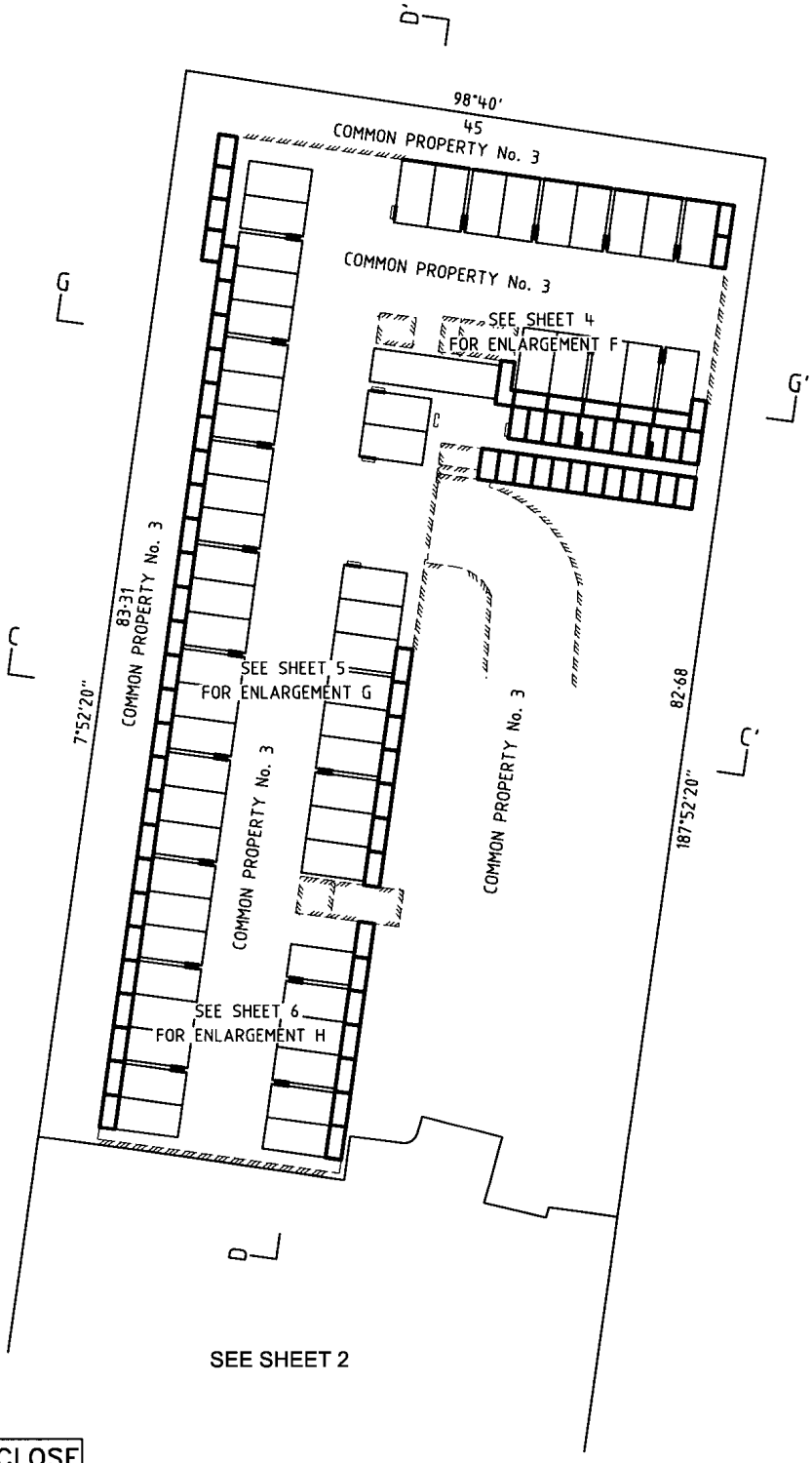
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 10 of 34

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 638819L





HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

BASEMENT LEVEL
DIAGRAM 4

Sheet 10

ORIGINAL

SCALE 1:400 | SHEET SIZE A3

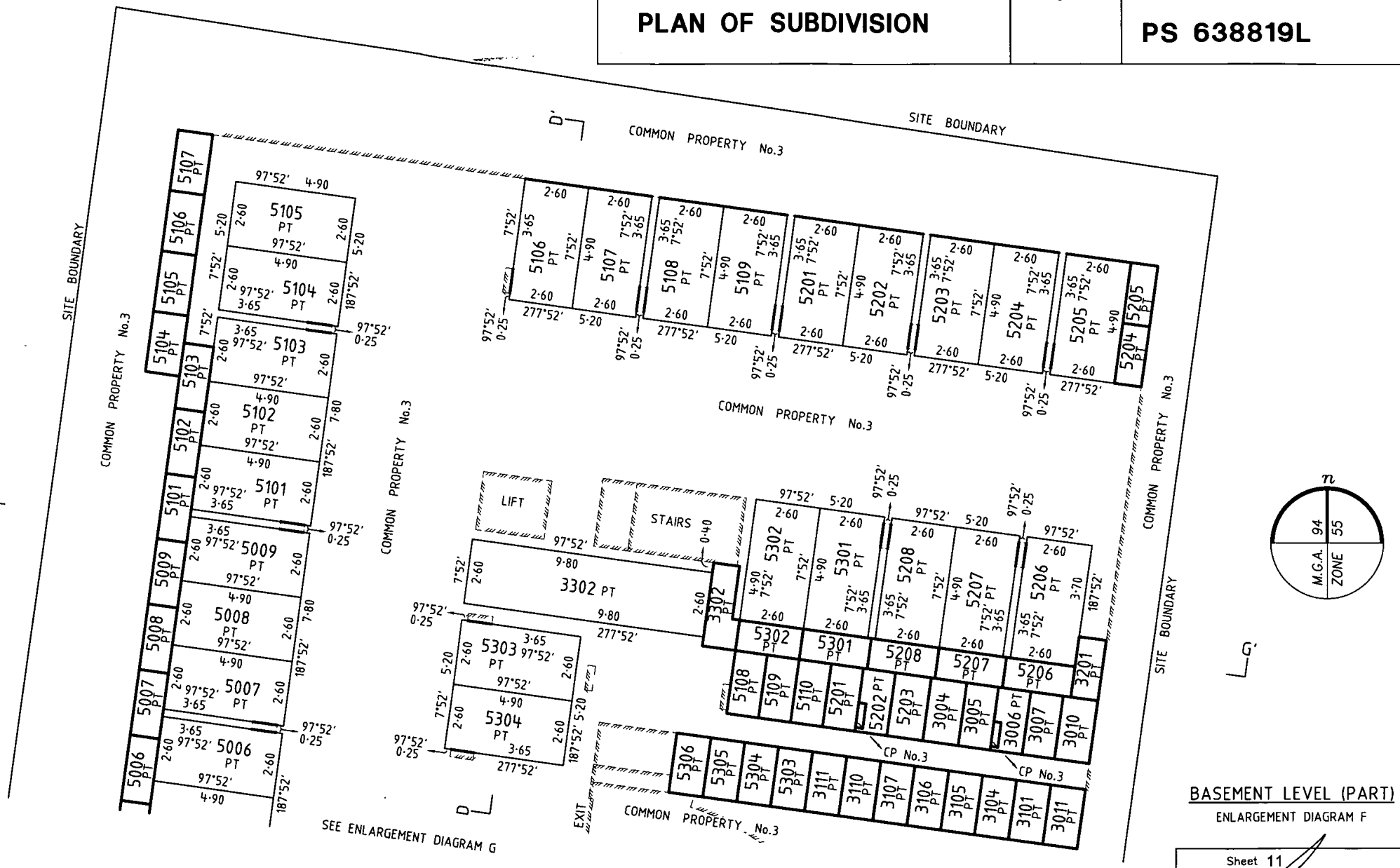
SCALE
4 0 8 16
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26 / 4 / 13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

DATE 13 / 5 / 2013
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 638819L



BASEMENT LEVEL (PART)
ENLARGEMENT DIAGRAM F

Sheet 11

HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:150	A3

SCALE
1:5 0 3 6
LENGTHS ARE IN METRES

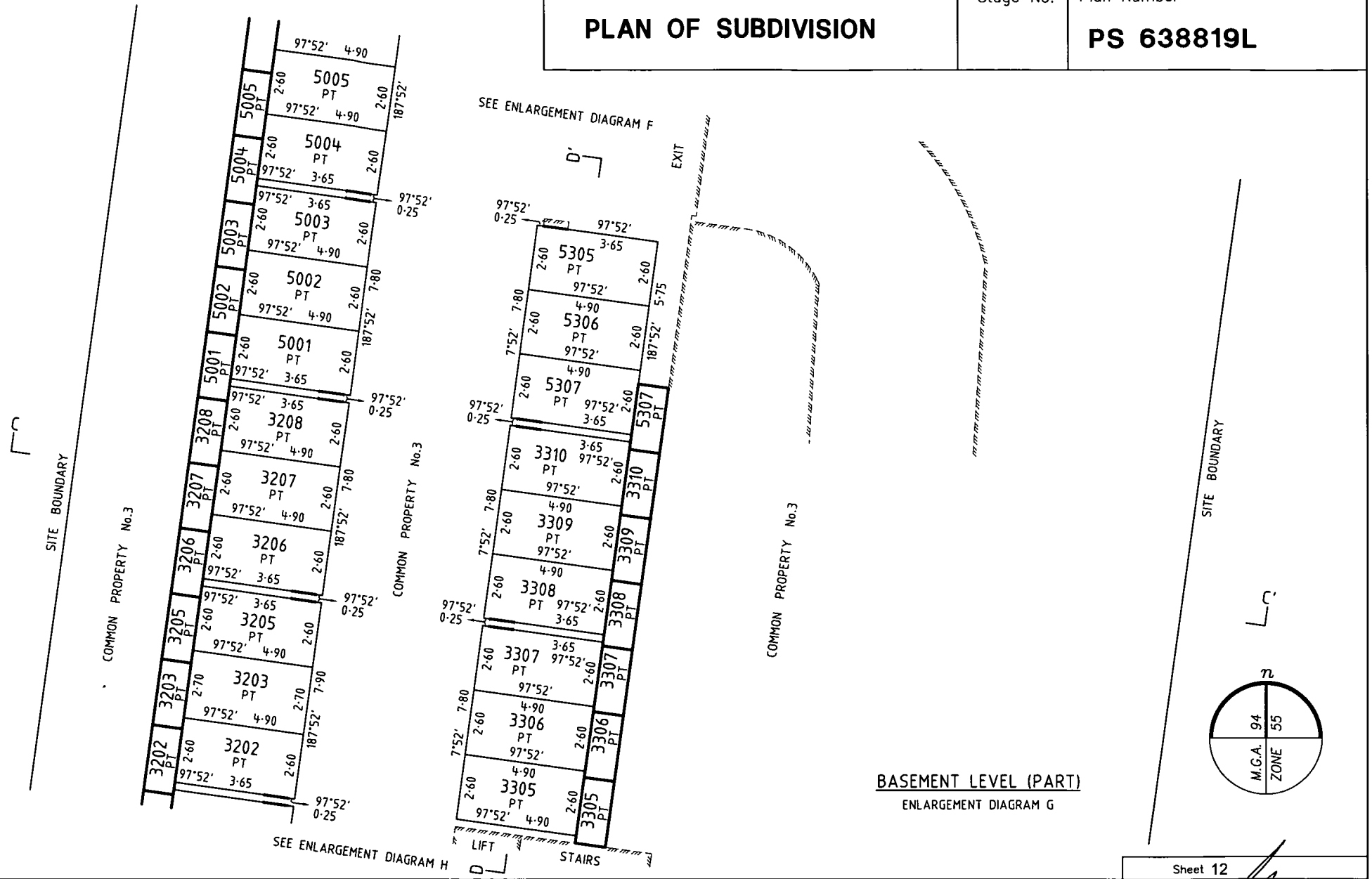
LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26/4/13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

DATE 13/5/2013
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 11 of 34

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 638819L



BASEMENT LEVEL (PART)
ENLARGEMENT DIAGRAM G

HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:150	A3

SCALE
1·5 0 3 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26 / 4 / 13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

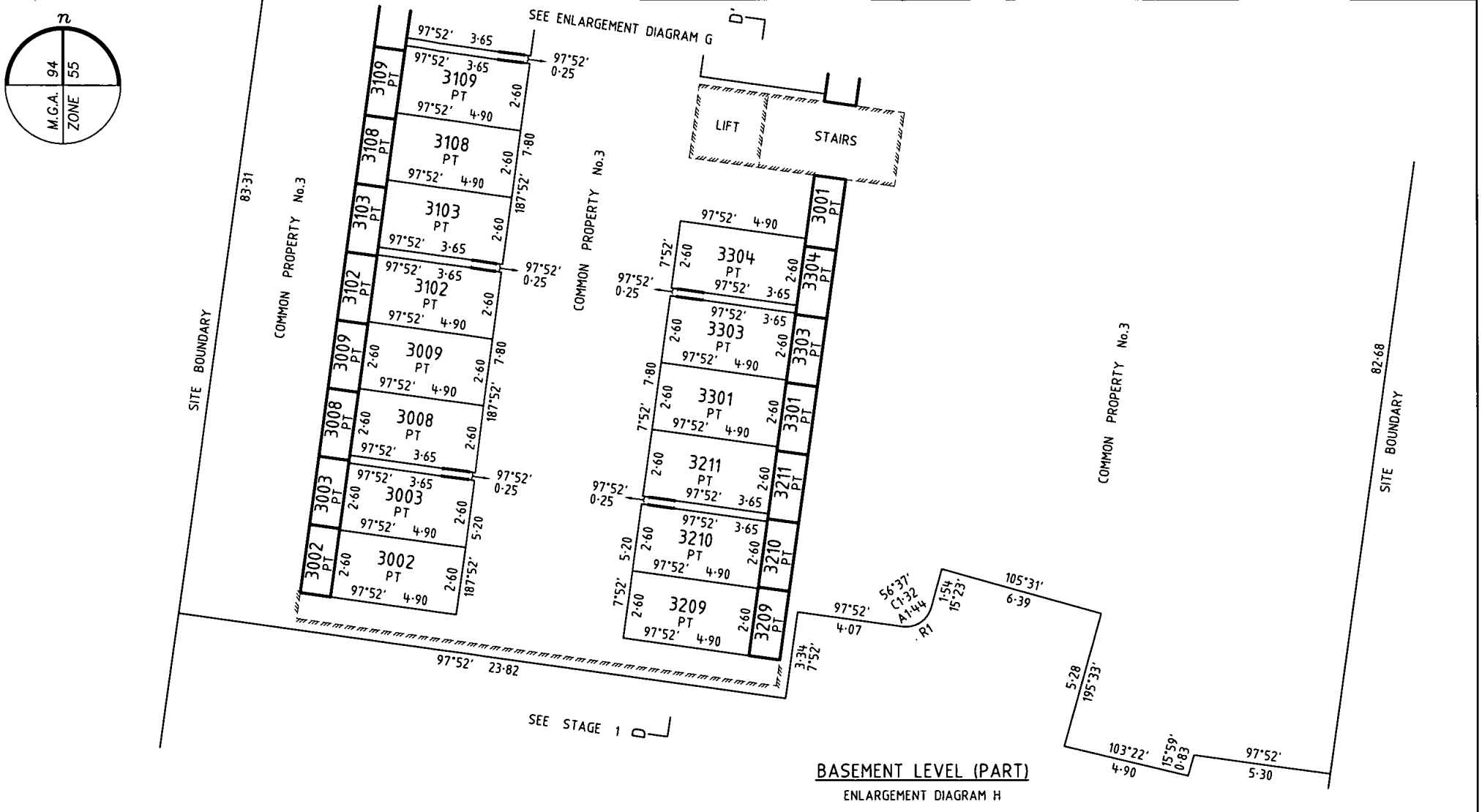
Sheet 12

DATE 13 / 5 / 2013
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 12 of 34

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 638819L



BASEMENT LEVEL (PART)
ENLARGEMENT DIAGRAM H

HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE A3
1:150	

SCALE
1·5 0 3 6
LENGTHS ARE IN METRES

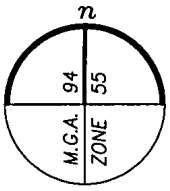
LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26 / 4 / 13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

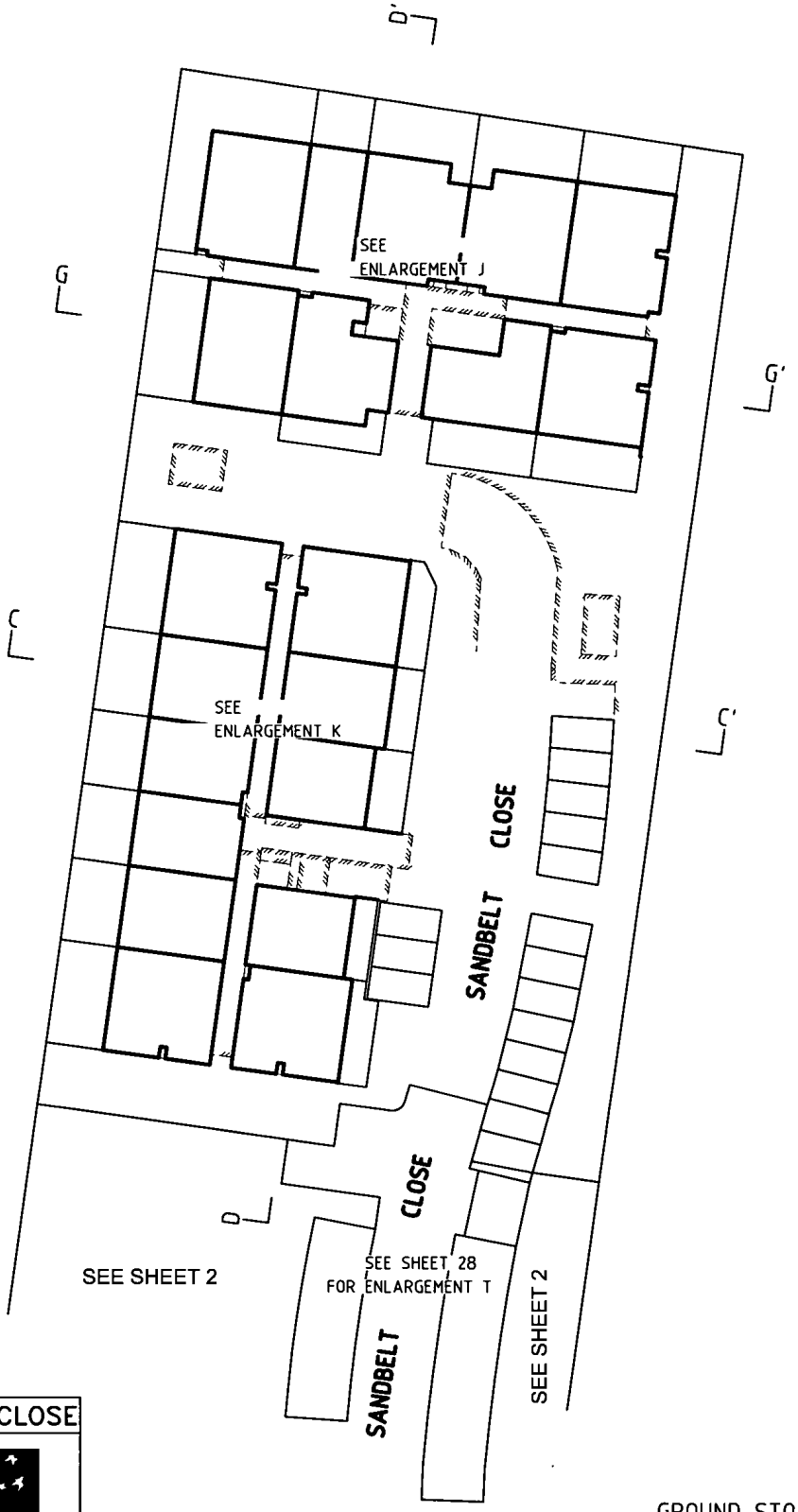
Sheet 13
DATE 13 / 5 / 2013
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 13 of 34

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 14 of 34

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 638819L





HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

GROUND STOREY
DIAGRAM 3

Sheet 14

ORIGINAL

SCALE	SHEET SIZE
1:400	A3

SCALE
4 0 8 16
LENGTHS ARE IN METRES

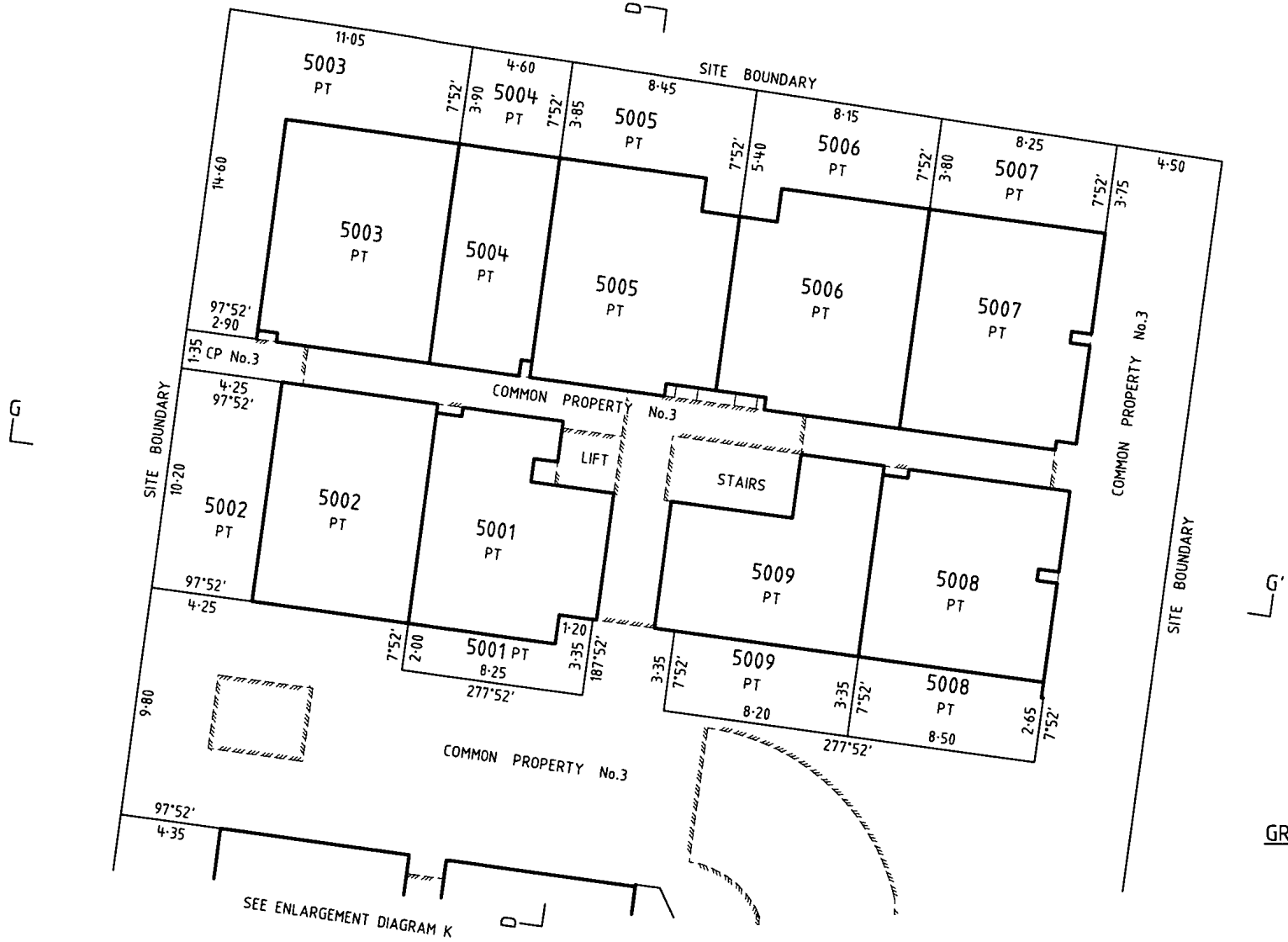
LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26 / 4 / 13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

DATE 13 / 5 / 2013
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 638819L



GROUND STOREY (PART)
ENLARGEMENT DIAGRAM J

HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26/4/13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

Sheet 15
DATE 13/5/2013
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 15 of 34

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 16 of 34

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 638819L



HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE

2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS

SIGNATURE ..... DATE 26 / 4 / 13

REF 5431033

DWG 543103AD 26/04/13 VERSION D

Sheet 16

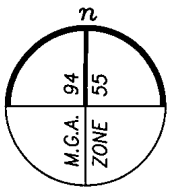
DATE 13 / 5 / 2013

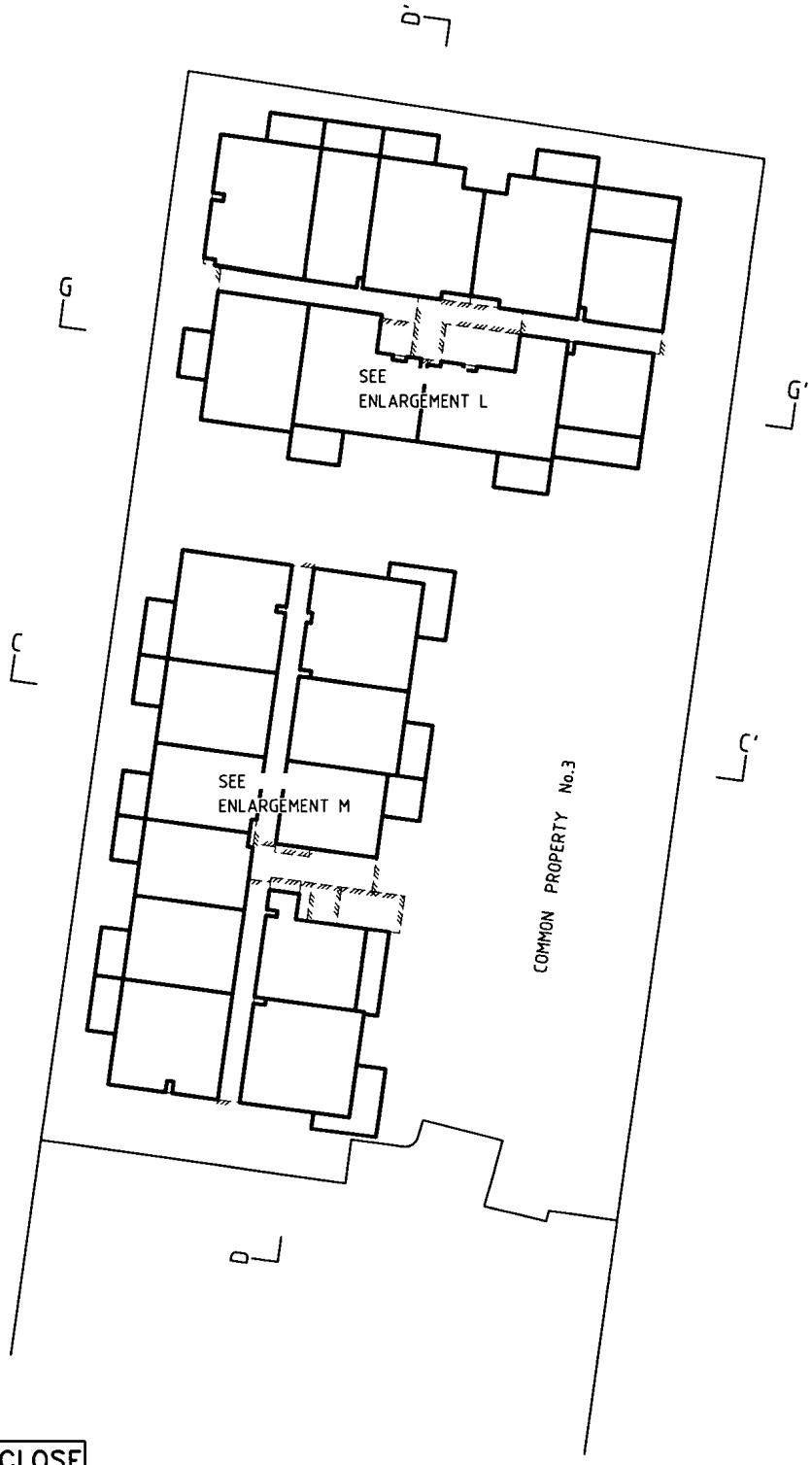
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 17 of 34

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 638819L





HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

FIRST STOREY
DIAGRAM 5

Sheet 17

ORIGINAL

SCALE	SHEET SIZE
1:400	A3

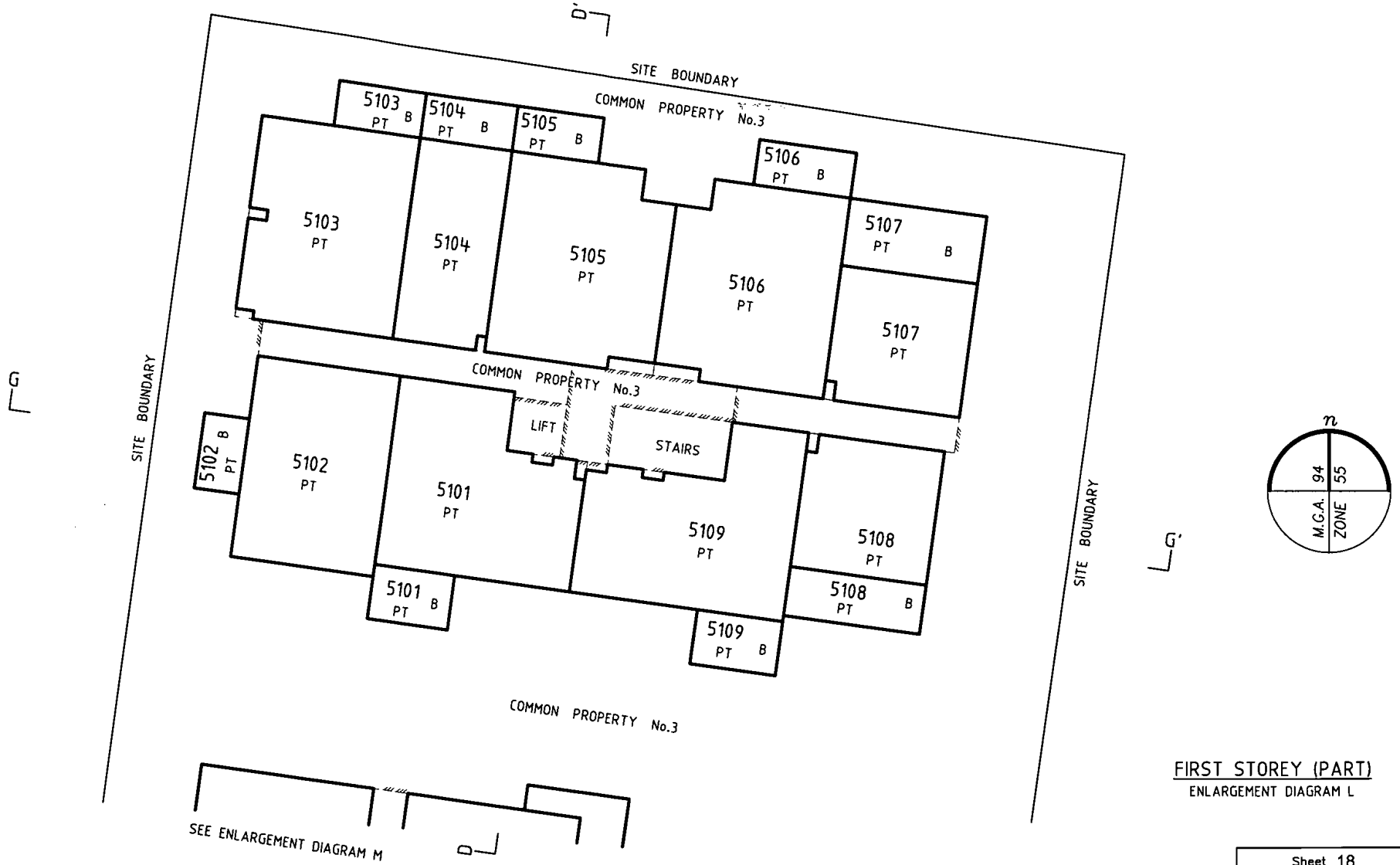
SCALE
4 0 8 16
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26 / 4 / 13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

DATE 13 / 5 / 2013
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 638819L



FIRST STOREY (PART)
ENLARGEMENT DIAGRAM L

Sheet 18

HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		
SCALE	SHEET SIZE	
1:200	A3	

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26/4/13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

DATE 13/5/2013
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 18 of 34

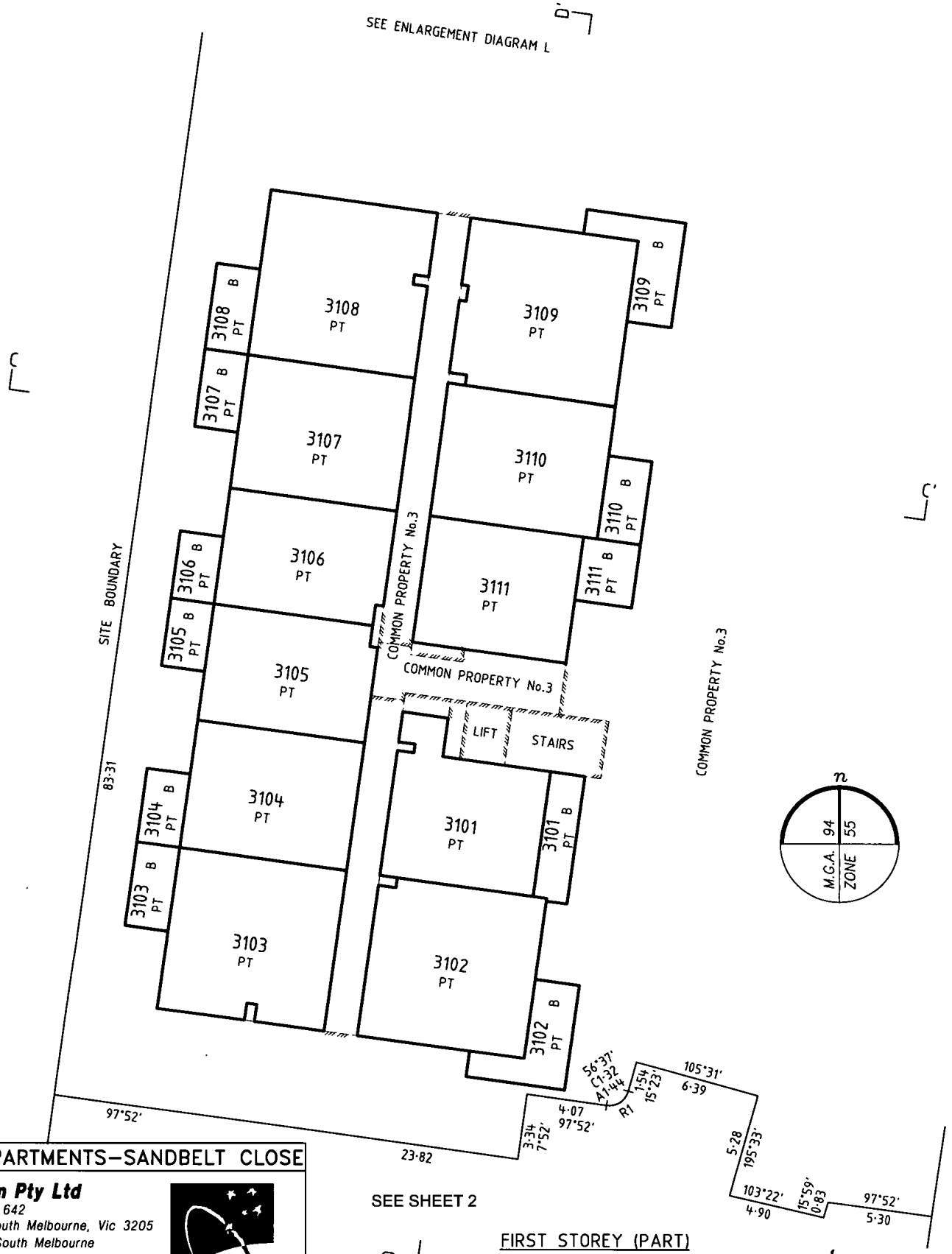
Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 19 of 34

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 638819L



HEATHER APARTMENTS—SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

SEE SHEET 2

D

FIRST STOREY (PART)
ENLARGEMENT DIAGRAM M

Sheet 19

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE

2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS

SIGNATURE ..... DATE 26 / 4 / 13

REF 5431033

DWG 543103AD 26/04/13 VERSION D

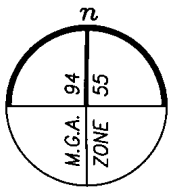
DATE 13 / 5 / 2013

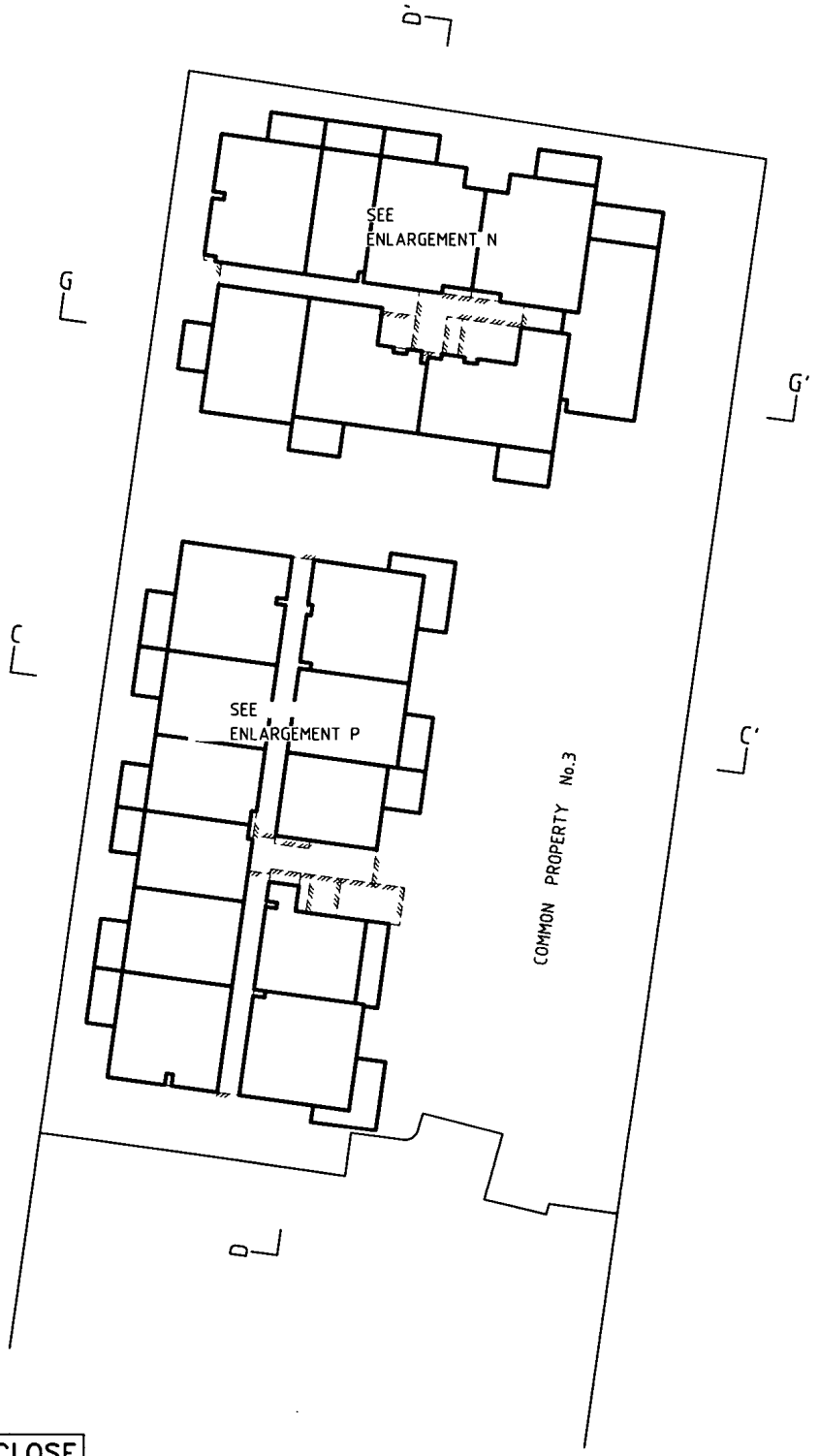
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 20 of 34

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 638819L





HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

SECOND STOREY
DIAGRAM 6

Sheet 20

ORIGINAL

SCALE	SHEET SIZE
1:400	A3

SCALE
4 0 8 16
LENGTHS ARE IN METRES

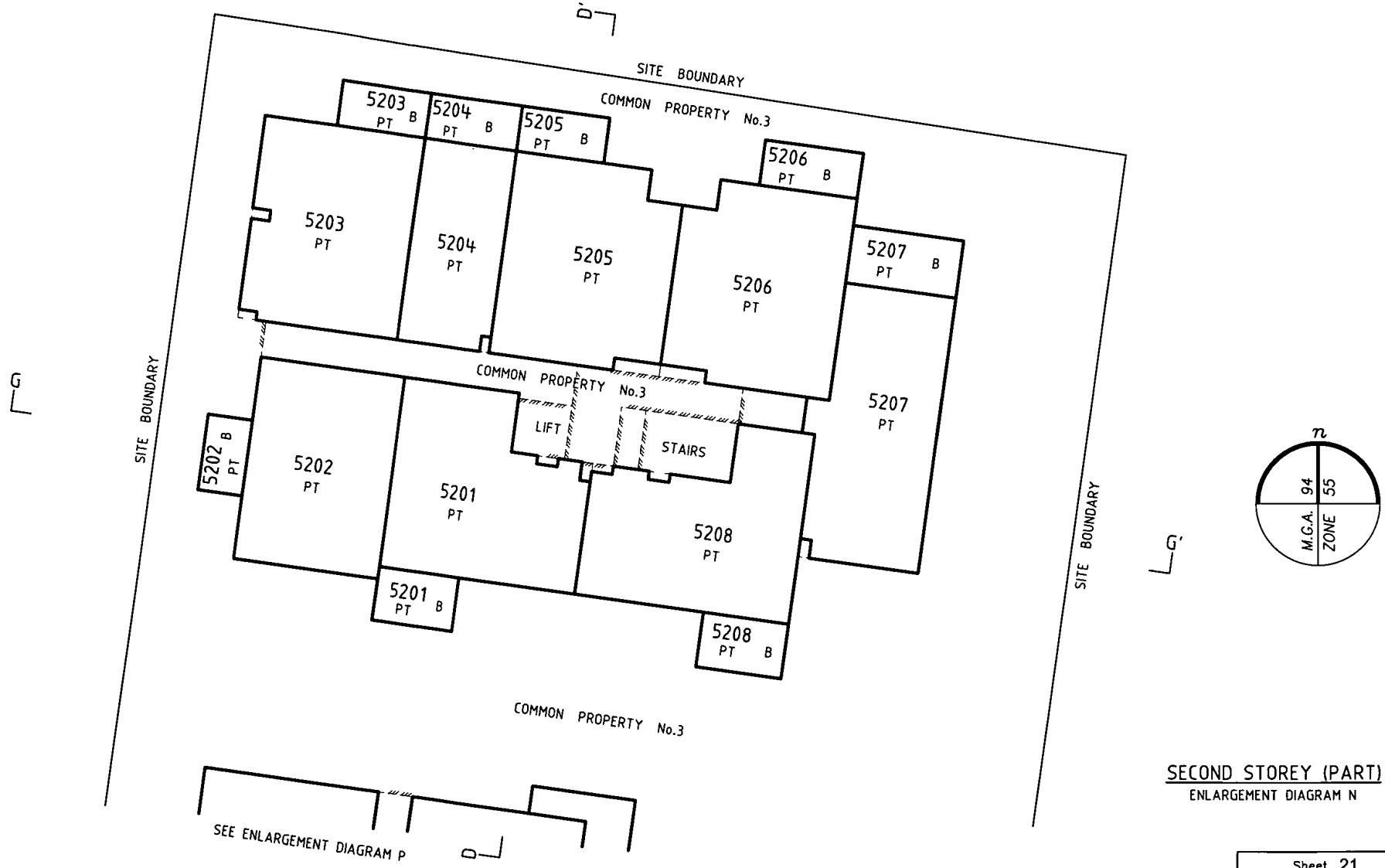
LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26 / 4 / 13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

DATE 13 / 5 / 2013
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number **PS 638819L**



SECOND STOREY (PART)
ENLARGEMENT DIAGRAM N

Sheet 21

HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26 / 4 / 13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

DATE 13 / 5 / 2013
COUNCIL DELEGATE SIGNATURE

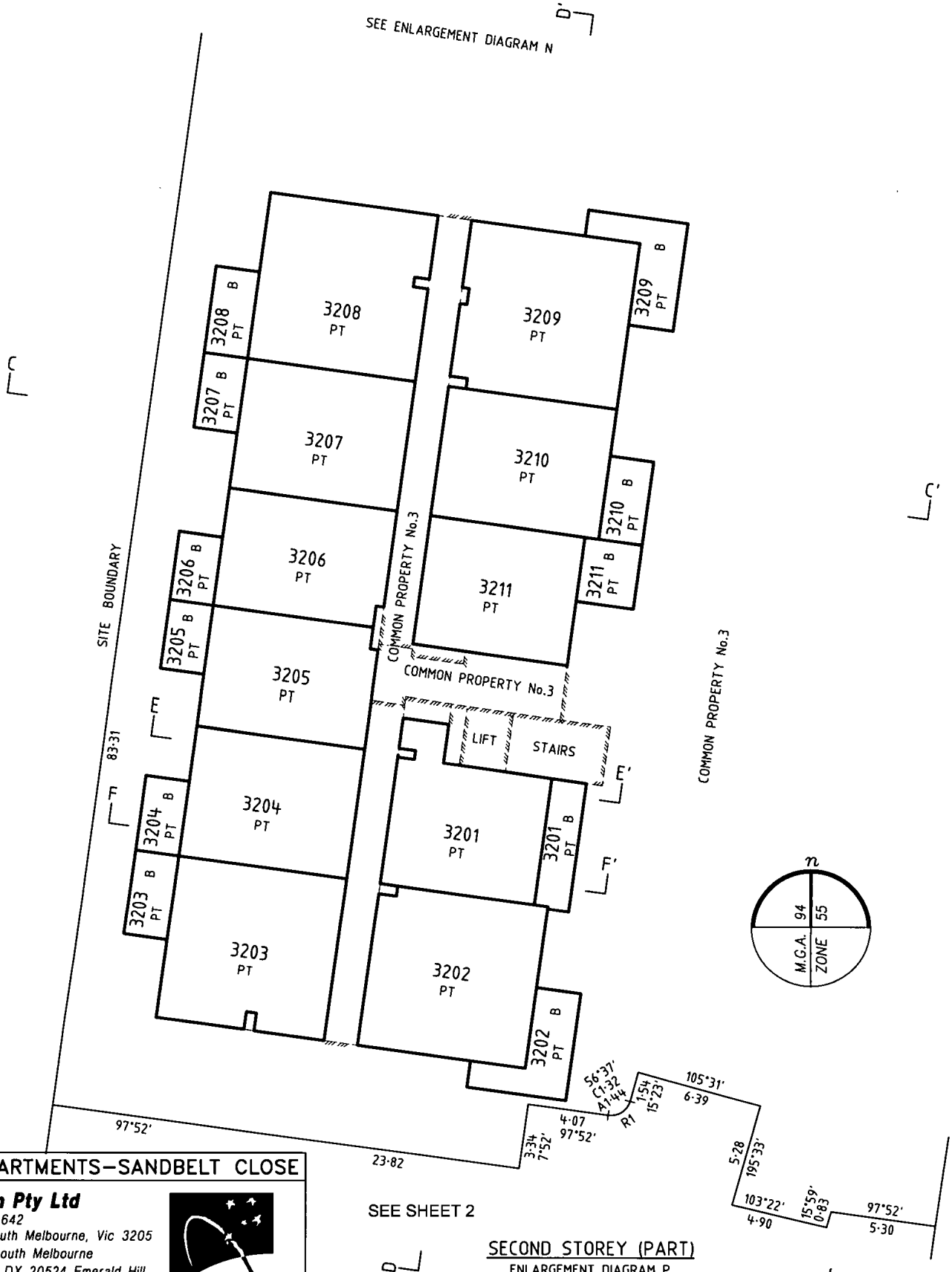
Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 21 of 34

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 22 of 34

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 638819L



HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

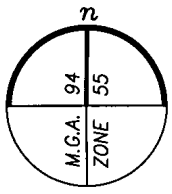
LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26 / 4 / 13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

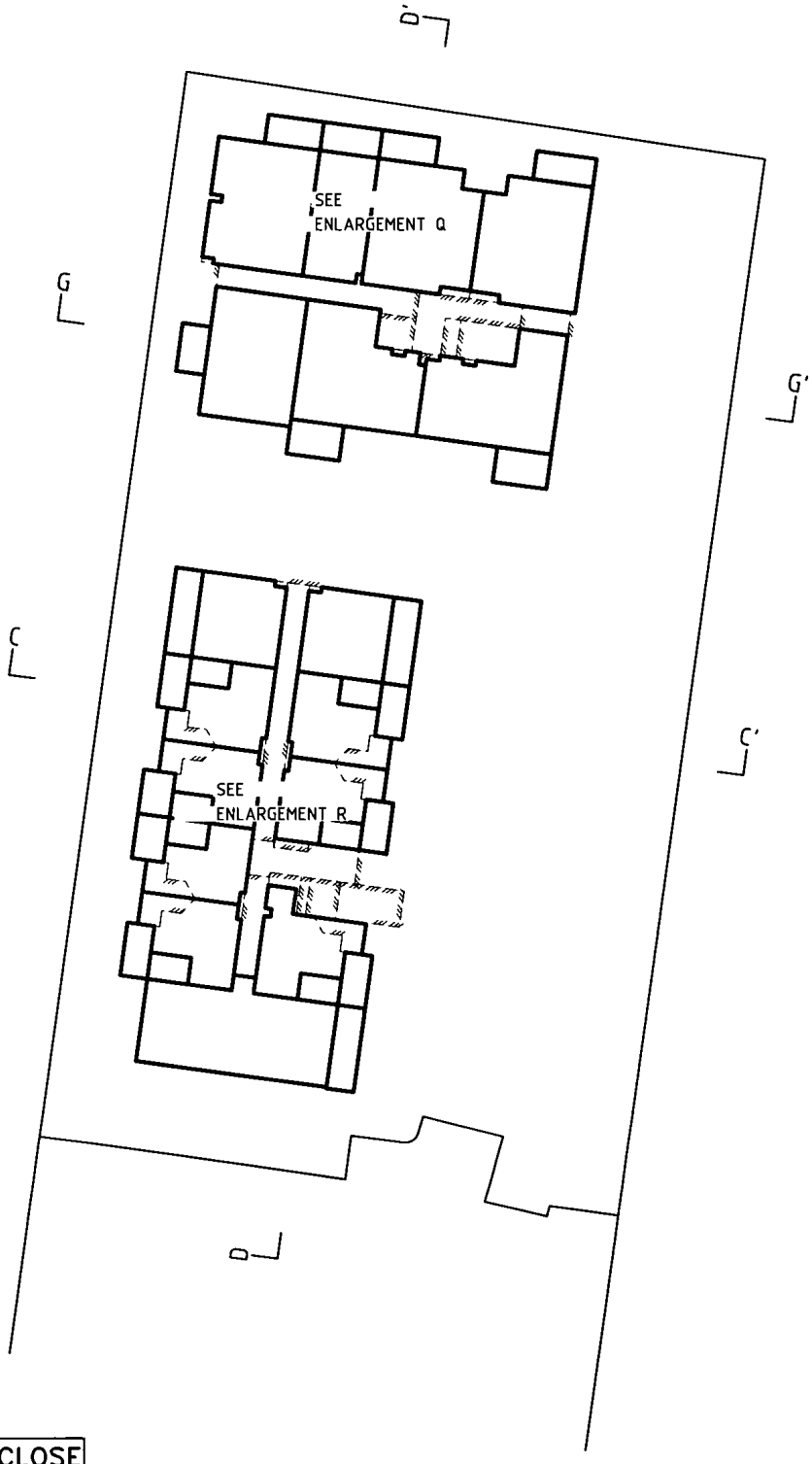
Sheet 22 of 34

DATE 13 / 5 / 2013
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 23 of 34

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 638819L





HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

THIRD STOREY
DIAGRAM 7

Sheet 23

ORIGINAL

SCALE	SHEET SIZE
1:400	A3

SCALE

4 0 8 16

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS

SIGNATURE ..... DATE 26/4/13

REF 5431033
DWG 543103AD 26/04/13 VERSION D

DATE 13/5/2013

COUNCIL DELEGATE SIGNATURE

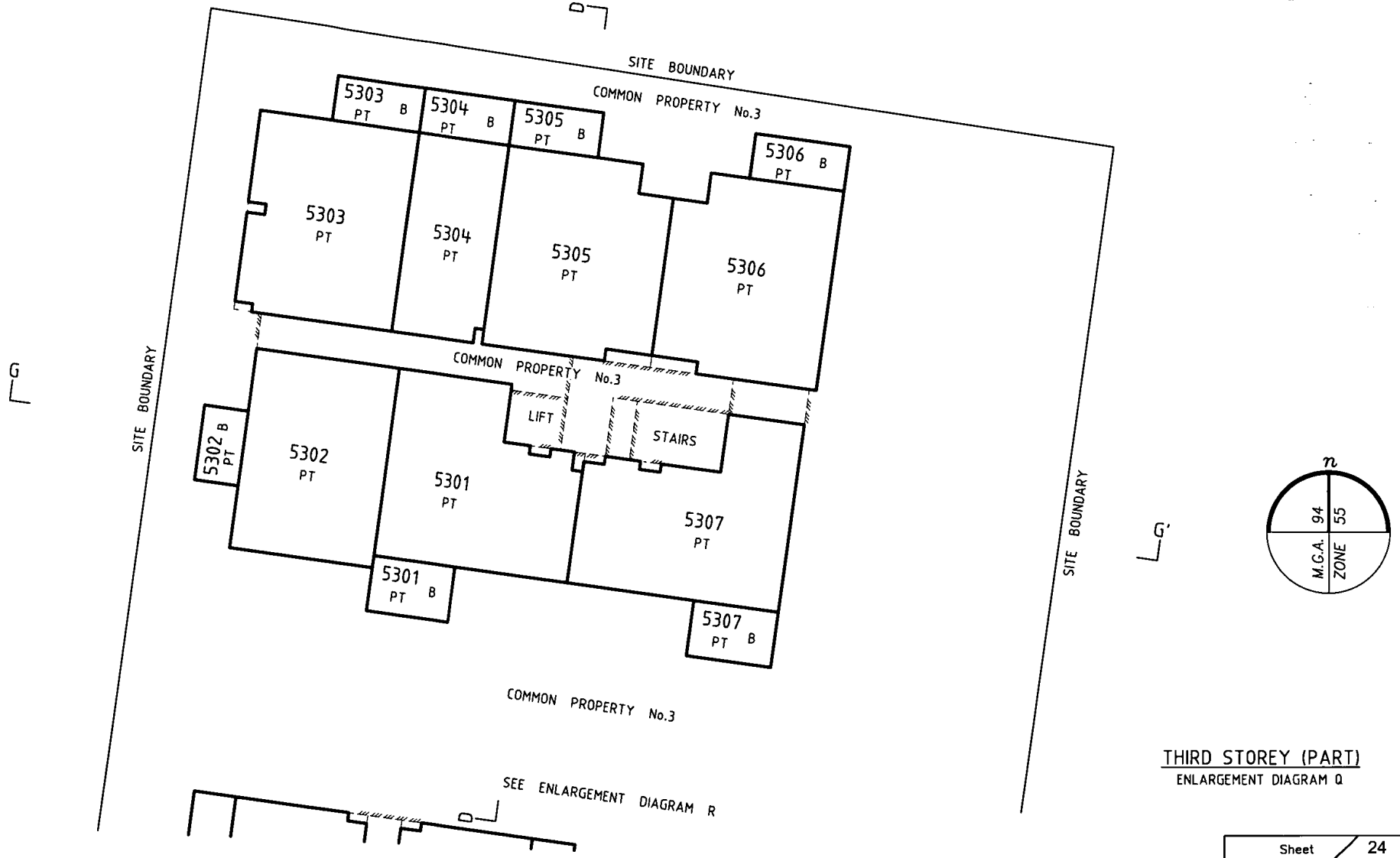
Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 638819L



THIRD STOREY (PART)
ENLARGEMENT DIAGRAM Q

HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26/4/13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

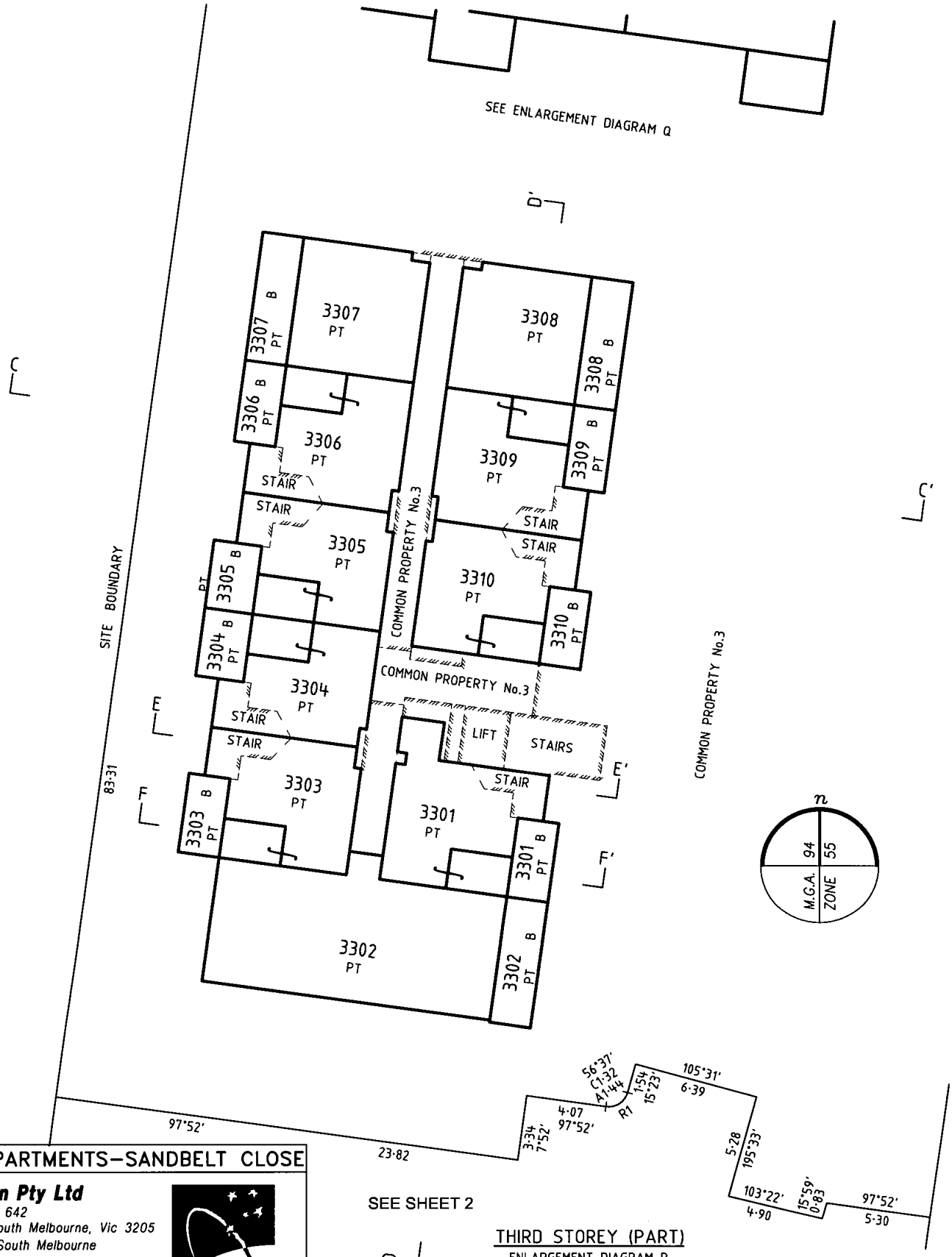
Sheet 24

DATE 13/5/2013
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 24 of 34

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 25 of 34

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 638819L



SEE SHEET 2

THIRD STOREY (PART)
ENLARGEMENT DIAGRAM R

HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

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

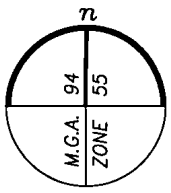
LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26 / 4 / 13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

Sheet 25

DATE 13 / 5 / 2013
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 26 of 34

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 638819L





HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

FOURTH STOREY
DIAGRAM 8

Sheet 26

ORIGINAL

SCALE 1:400

SHEET SIZE A3

SCALE

4 0 8 16

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS

SIGNATURE ..... DATE 26 / 4 / 13

REF 5431033
DWG 543103AD 26/04/13 VERSION D

DATE 13 / 5 / 2013

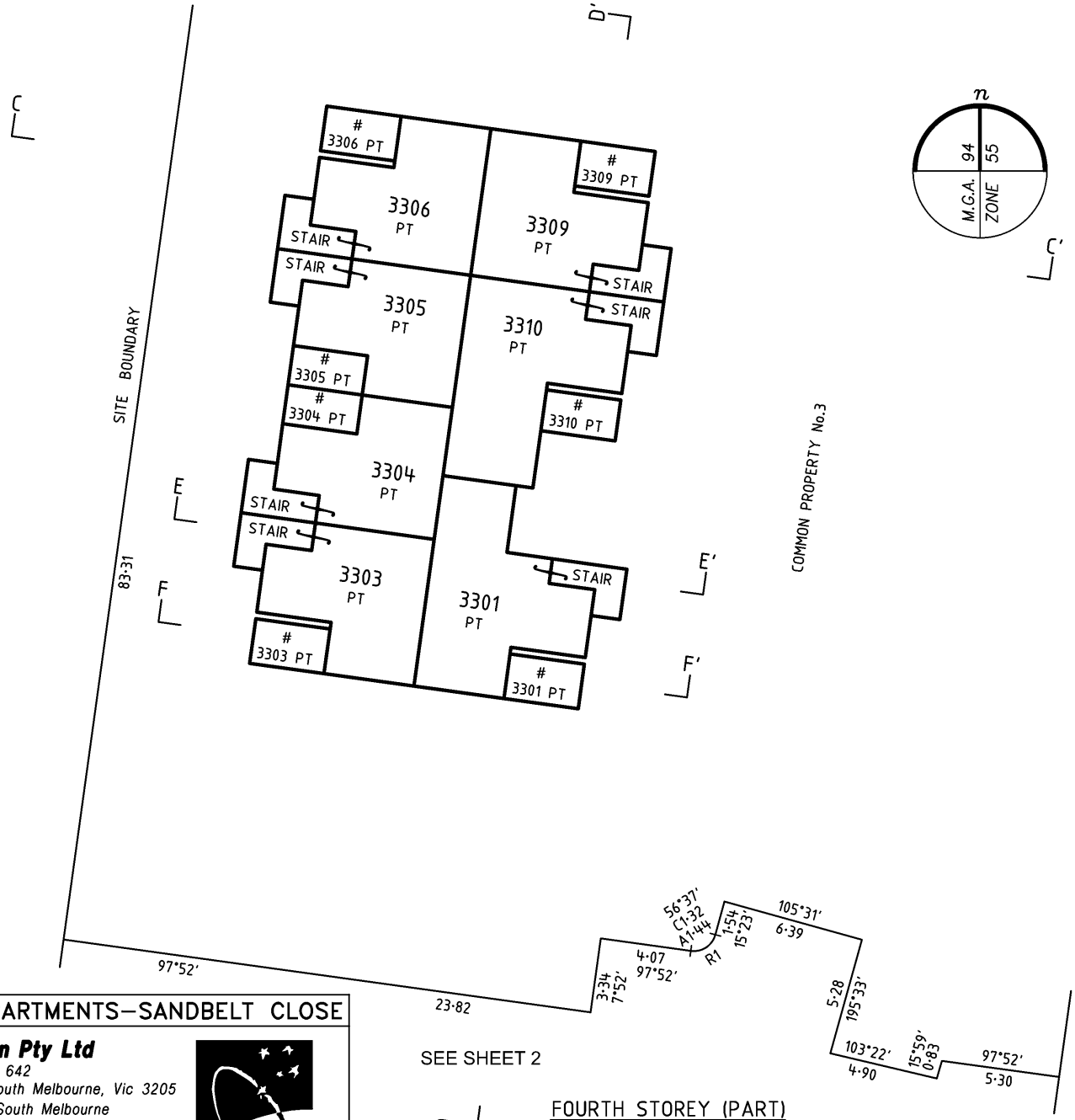
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 27 of 34

	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 638819L

- DENOTES AN UPPER PORTION OF THIRD STOREY
SEE ALSO TYPICAL SECTION F - F'



SEE SHEET 2

FOURTH STOREY (PART)
ENLARGEMENT DIAGRAM S

HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

Sheet 27

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

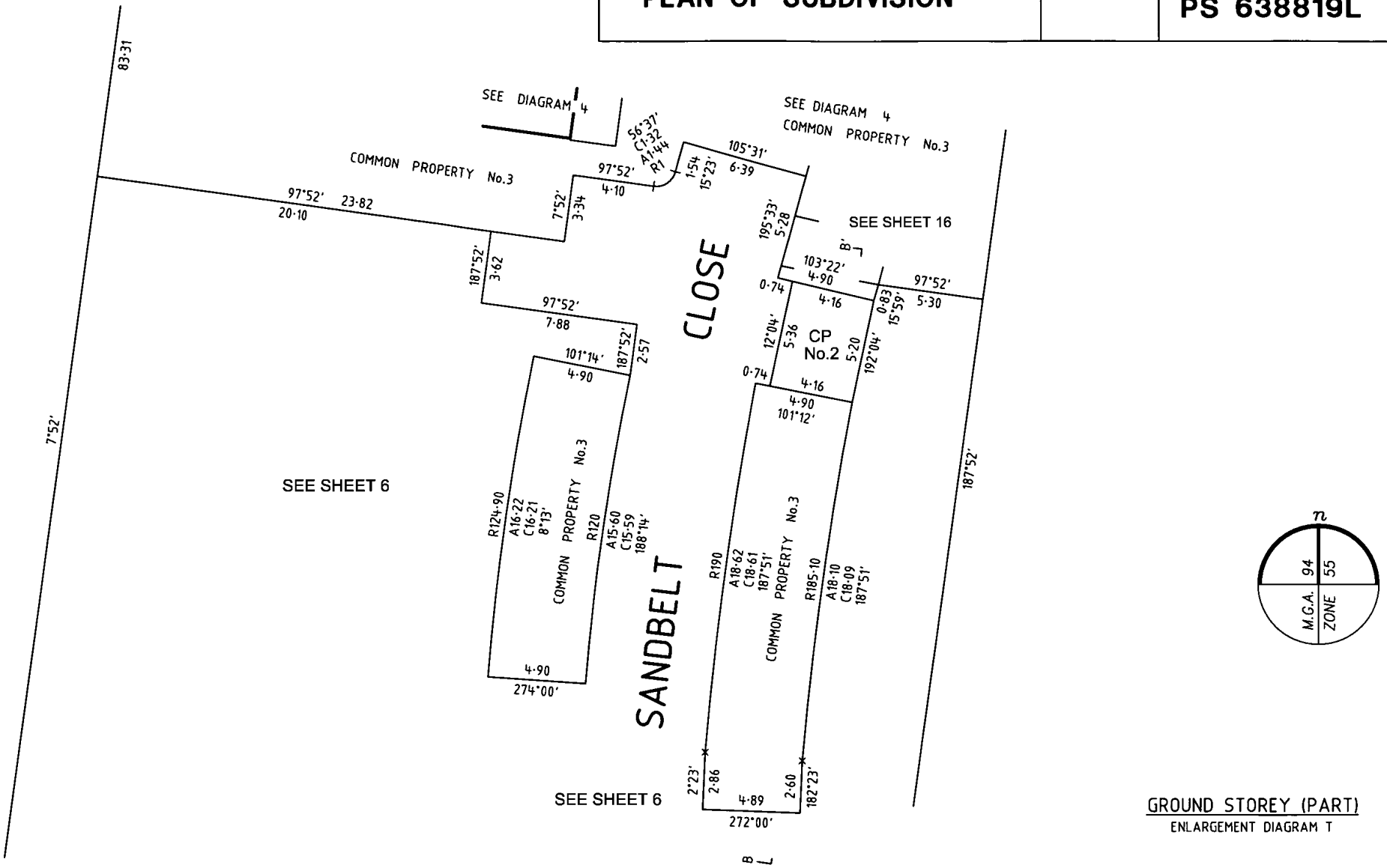
SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE . . . . . DATE / /
REF 5431033
DWG 543103AD 26/04/13 VERSION D

. . . . . .
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 638819L



GROUND STOREY (PART)
ENLARGEMENT DIAGRAM T

HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

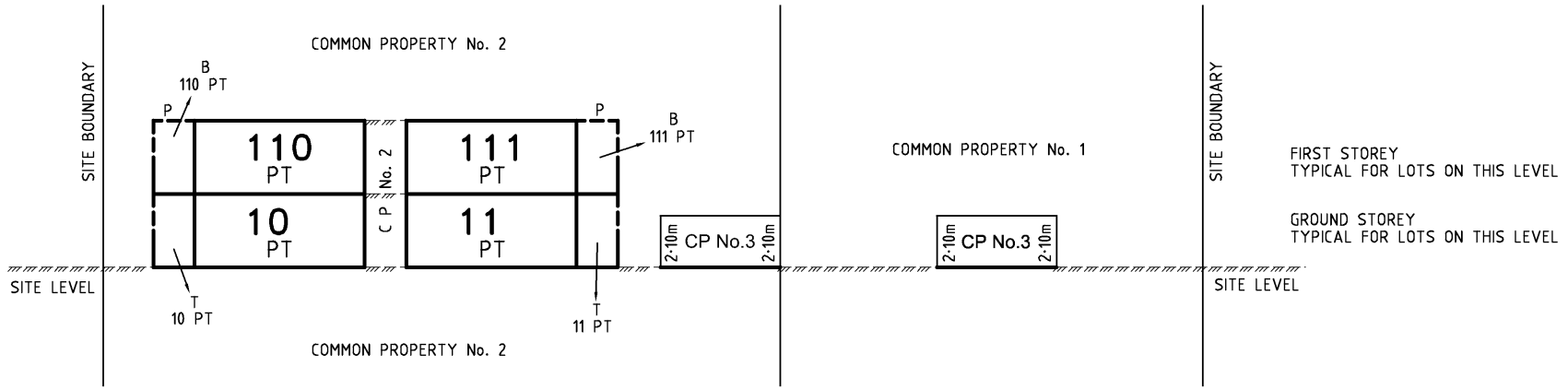
LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26 / 4 / 13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

Sheet 28
DATE 13 / 5 / 2013
COUNCIL DELEGATE SIGNATURE

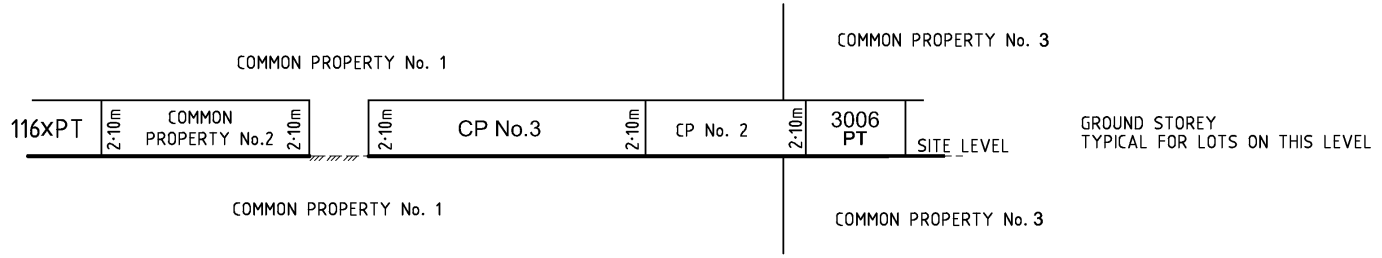
Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 28 of 34

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 638819L



SECTION A - A'
NOT TO SCALE



SECTION B - B'
NOT TO SCALE

Sheet 29

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
NTS	A3

SCALE
0
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) SCOTT WYLLIE
SIGNATURE . . . . . DATE / /
REF 5431023
DWG 543102AH2_LR 20/11/12 VERSION A

. . . . . .
DATE / /
COUNCIL DELEGATE SIGNATURE

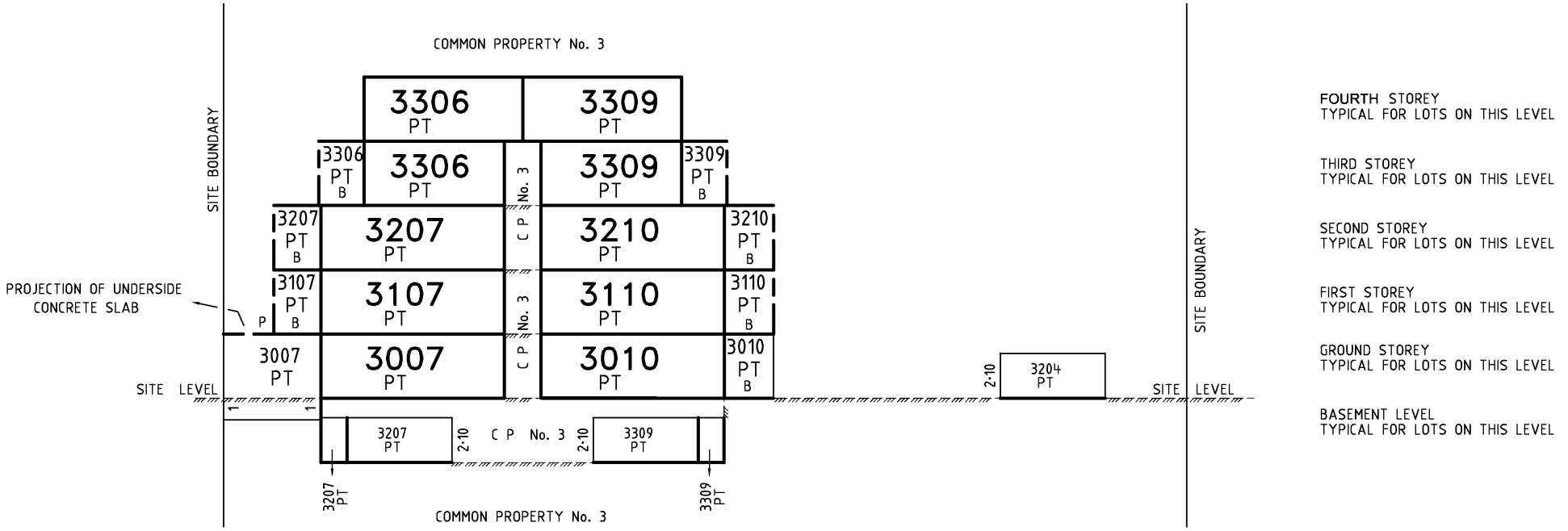
Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 29 of 34

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 638819L



SECTION C - C'

NOT TO SCALE

FOURTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL

THIRD STOREY
TYPICAL FOR LOTS ON THIS LEVEL

SECOND STOREY
TYPICAL FOR LOTS ON THIS LEVEL

FIRST STOREY
TYPICAL FOR LOTS ON THIS LEVEL

GROUND STOREY
TYPICAL FOR LOTS ON THIS LEVEL

BASEMENT LEVEL
TYPICAL FOR LOTS ON THIS LEVEL

Sheet 30

HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE: NTS

SHEET SIZE: A3

SCALE

0

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS

SIGNATURE . . . . . DATE / /

REF 5431033
DWG 543103AD

26/04/13 VERSION D

. . . . . .

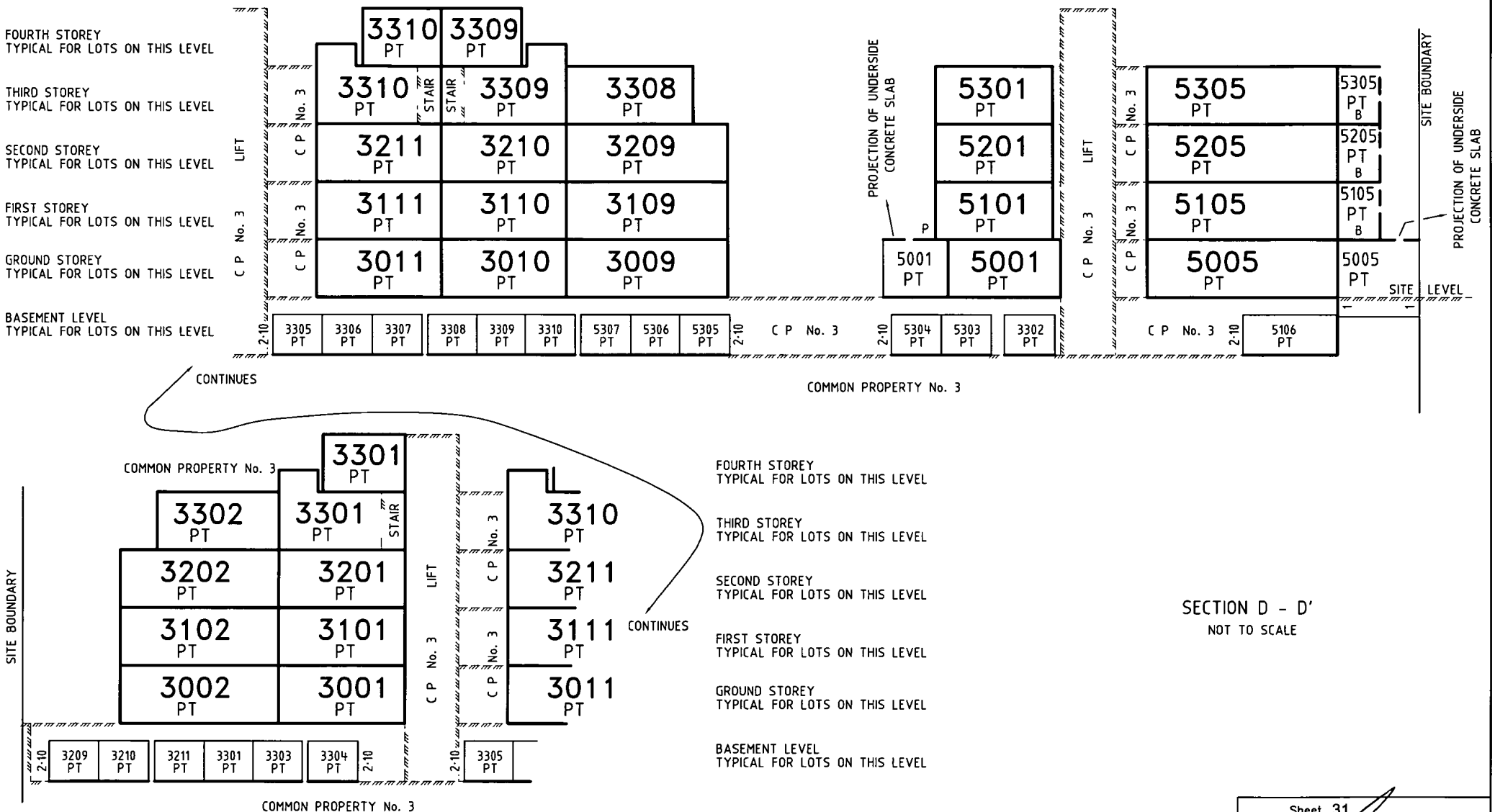
DATE / /

COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 30 of 34

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 638819L



SECTION D - D'
NOT TO SCALE

HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
NTS	A3

SCALE
0
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE ..... DATE 26 / 4 / 13
REF 5431033
DWG 543103AD 26/04/13 VERSION D

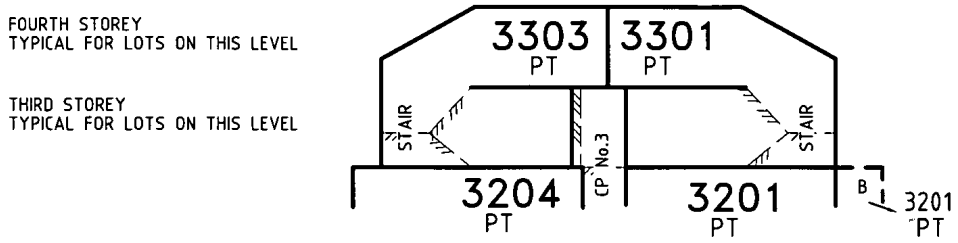
Sheet 31

DATE 13 / 5 / 2013
COUNCIL DELEGATE SIGNATURE

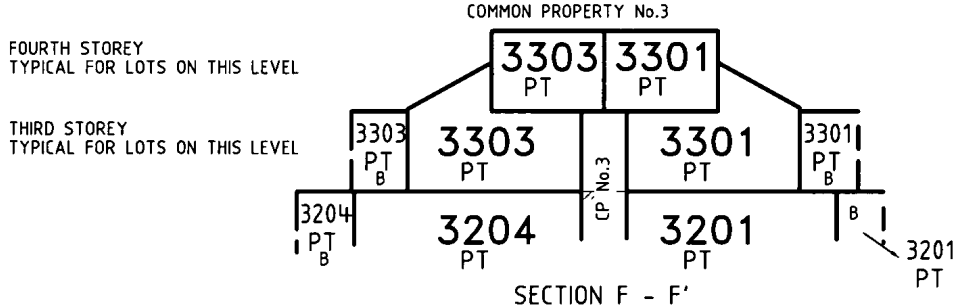
Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 31 of 34

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 638819L



SECTION E - E'
NOT TO SCALE



SECTION F - F'
NOT TO SCALE

Sheet 32

HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

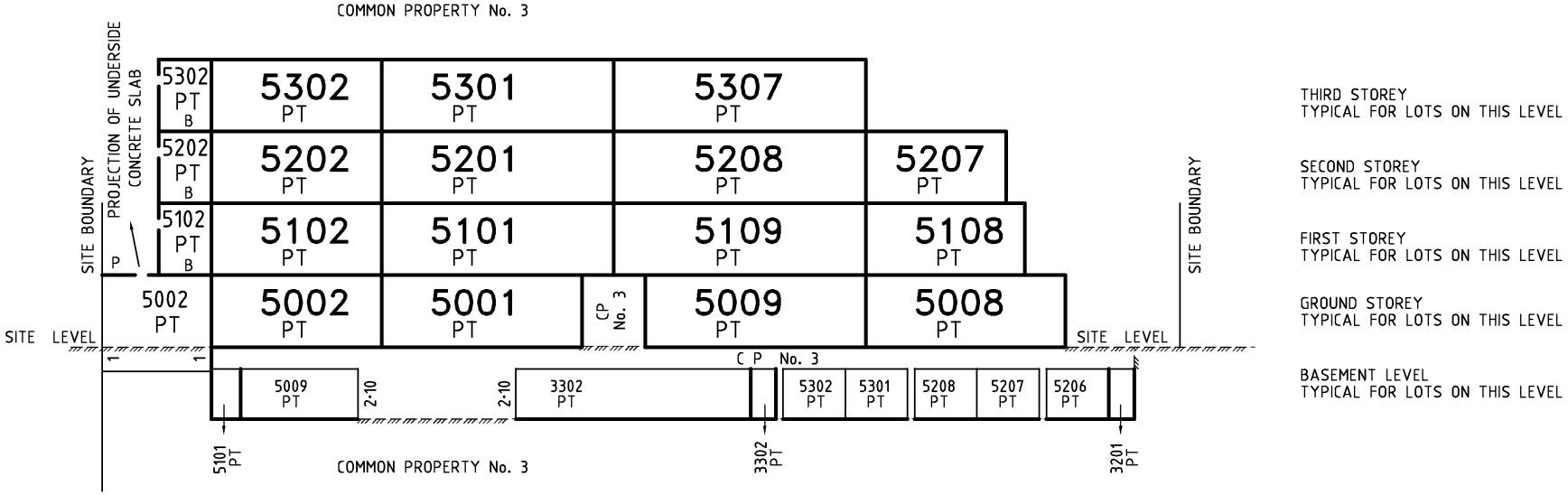
ORIGINAL		SCALE	LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SCALE	SHEET SIZE	0	SIGNATURE ..... DATE 26/4/13
NTS	A3	LENGTHS ARE IN METRES	REF 5431033 DWG 543103AD 26/04/13 VERSION D

DATE 13/5/2013
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 14/05/2023 09:09 Page 32 of 34

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 638819L



SECTION G - G'

NOT TO SCALE

Sheet 33

HEATHER APARTMENTS–SANDBELT CLOSE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
NTS	A3

SCALE

0

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS

SIGNATURE . . . . . DATE / /

REF 5431033
DWG 543103AD

26/04/13 VERSION D

. . . . . .

DATE / /

COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 14/05/2023 09:09 Page 33 of 34

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 34 of 34

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS638819L

MASTER PLAN (STAGE 1) REGISTERED DATE 20/11/2012 TIME 2:35 pm

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS 3001 TO 3011, 3101 TO 3111, 3201 TO 3211, 3301 TO 3310, 5001 TO 5009, 5101 TO 5109, 5201 TO 5208, 5301 TO 5307, COMMON PROPERTY NO.3 AND ADDITIONAL COMMON PROPERTY NO.2	STAGE PLAN	PS638819L/S2	31/05/13	2	ARC
LOTS 15,16,114,115 &116	LOTS 15X 16X,114X,115X &116X	AMENDMENT SECTION 32	PS638819L/D1	19/03/14	3	M.H.

Imaged Document Cover Sheet

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

Document Type	**Instrument**
Document Identification	**AE902517B**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**26/05/2023 10:00**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Delivered by LANDATA®, timestamp 26/05/2023 09:59 Page 1 of 3
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

OFFICE OF TITLES A.M.Bu VICTORIA

AE902517B it
16/02/2007 $1325 45 rity
Victorian Land Registry.

Lodged by:
Name: RUSSO PELLICANO CARLEI
Phone: 9569 0774
Address: 43 Atherton Road
Oakleigh
Ref: PC/VL king3555
Customer Code: 1147 L

MADE AVAILABLE / CHANGE CONTROL
Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio reference)*
Volume 10979 Folio 985

Estate and Interest: *(e.g. "all my estate in fee simple")*
all their estate and interest in fee simple

Consideration:
$6,380,000.00

Transferor: *(full name)*
UNITED ENERGY DISTRIBUTION PTY LTD (ABN 70 064 651 029)

Transferee: *(full name and address including postcode)*
KINGCORP AUSTRALIA PTY LTD (ACN 079 148 842) and PELLICANO PROJECTS PTY LTD (ACN 099 979 683) both of 597 Blackburn Road, Notting Hill 3168 as tenants in common in equal shares

Directing Party: *(full name)*

Creation and/or Reservation and/or Covenant :
AND the Transferee for itself, its successors and each and every owner and occupier for the time being of the land hereby transferred (or any part of it) (the "Burdened Land") HEREBY COVENANTS with the Transferor, its successors and each and every owner and occupier for the time being of the land contained in certificate of title volume 10672 folio 046 (or any part of it) (the "Benefited Land"), that the Purchaser, its successors and each and every owner and occupier for the time being of the Burdened Land will not construct or modify or permit the construction or modification on the Burdened Land of a dwelling which comprises two or more storeys and any part of which lies within 30 metres of the Eastern boundary of the Benefited Land with the Burdened Land, or within 50 metres of the Northern boundary of the Benefited Land with the Burdened Land without first obtaining the written consent of the owner for the time being of the Benefited Land, such consent

$350,900 –

Continued on **T2 Page 2**

Approval No: 576067A

ORDER TO REGISTER
Please register and issue title to

STAMP DUTY USE ONLY
Original Land Transfer
Stamped with $350,900.00
Doc ID 2167864, 01 Feb 2007
SRO Victoria Duty, JMN

T2

OFFICE OF TITLES VICTORIA

Signed Cust. Code:

Law Perfect Pty Ltd

Delivered by LANDATA®, timestamp 26/05/2023 09:59 Page 2 of 3

to be given or withheld in the absolute discretion of the owner for the time being of the Benefited Land.

IT IS AGREED that the benefit of the restrictive covenant set out in the preceding sentence (the "Restrictive Covenant") shall be attached to and run at law and in equity with the Benefited Land and that the burden of the Restrictive Covenant shall be attached to and run at law and in equity with the Burdened Land.

AND the Transferee and the Transferor request that the Restrictive Covenant shall appear on every future certificate of title for the Burdened Land as an encumbrance affecting that land.

Dated: 7/12/06

Execution and attestation

EXECUTED by **UNITED ENERGY DISTRIBUTION PTY LTD** by its Attorney David Nicholas Strang under Power of Attorney dated 18 November 2003 a certified copy of which is filed in Permanent Order Book No. 277 Page 021 Item 7, in the presence of:) Signature of Attorney

Heather Anoske
Witness Signature

HEATHER A NOSKE
Print Full Name

AE902517B
16/02/2007 $1325 45

Approval No: 576067A

T2 Page 2

OFFICE OF TITLES VICTORIA

Law Perfect Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED
Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Delivered by LANDATA®, timestamp 26/05/2023 09:59 Page 3 of 3

ANNEXURE PAGE

Transfer of Land Act 1958

This is page 3 of *Approved Form T2* dated 07/12/06 between UNITED ENERGY DISTRIBUTION PTY LTD AND KINGCORP AUSTRALIA PTY LTD (ACN 079 148 842) AND PELLICANO PROJECTS PTY LTD

Privacy Collection Statement
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Signatures of the parties

Panel Heading

THE COMMON SEAL of **KINGCORP AUSTRALIA PTY LTD ACN 079 148 842** was affixed in the presence of authorised persons:

KINGCORP AUSTRALIA PTY. LTD. A.C.N. 079 148 842 The Common Seal of

Director .....

ANTONIO PELLICANO
Full name & Usual address 7 MANOR STREET, BRIGHTON 3186

of

Secretary .....

FERDINANDO PELLICANO
Full name & Usual address 7 MANOR STREET, BRIGHTON 3186

of

THE COMMON SEAL of **PELLICANO PROJECTS PTY LTD ACN 099 979 683** was affixed in the presence of authorised persons:

PELLICANO PROJECTS PTY LTD ACN 099 979 683 The Common Seal of

Director .....

FRANK PELLICANO
Full name & Usual address 7 MANOR STREET, BRIGHTON 3186

of

Secretary .....

MICHAEL PELLICANO
Full name & Usual address 6 QUENTIN ROAD, MALVERN EAST 3145

of

AE902517B
16/02/2007 $1325 45

Approval No: 576067A

A1

OFFICE OF TITLES VICTORIA

1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

*Law Perfect Pty Ltd

Imaged Document Cover Sheet

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

Document Type	**Instrument**
Document Identification	**AG842321J**
Number of Pages (excluding this cover sheet)	**10**
Document Assembled	**14/05/2023 09:08**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 1 of 10
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

OFFICE OF TITLES A.P.D. VICTORIA

Application by a responsible authority for the making of a recording of an agreement

Section 181 **Planning and Environment Act 1987**

AG842321J
29/10/2009 $102.90 173

registers and indexes in the Victorian Land Registry.

Form 18

Lodged by:

Name:	MADDOCKS
Phone:	9288 0555
Address:	Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref:	TGM:LMR:5581264
Customer Code:	1167E

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: Certificate of Title Volume 10979 Filio 985

Authority: City of Kingston of 1230 Nepean Highway, Cheltenham, Victoria

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

A copy of the Agreement is attached to this Application

Signature for the Authority: .....

Name of officer: John Nevins

Date: 13.10.09

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 2 of 10

Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

Date 13/10/09

AG842321J
29/10/2009 $102.90 173

Agreement under Sections 173 and 177 of the Planning and Environment Act 1987

Subject Land: 3 Kingston Road, Heatherton

City of Kingston
and

Kingcorp Australia Pty Ltd
ACN 079 148 842

Pellicano Projects Pty Ltd
ACN 099 979 683

Interstate office
Sydney

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

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 3 of 10

Maddocks

Contents

1. **Definitions** 2

2. **Interpretation** 3

3. **Specific obligations of the Owner** 3
   - 3.1 Restrictions on the use and development of the Subject Land 3

4. **Further obligations of the Owner** 4
   - 4.1 Notice and Registration 4
   - 4.2 Further actions 4
   - 4.3 Council's Costs to be Paid 4

5. **Agreement under Sections 173 and 177 of the Act** 4

6. **Owner's Warranties** 4

7. **Successors in Title** 5

8. **General matters** 5
   - 8.1 Notices 5
   - 8.2 Service of Notice 5
   - 8.3 No Waiver 5
   - 8.4 Severability 5
   - 8.5 No Fettering of Council's Powers 5

9. **Commencement of Agreement** 6

10. **TERMINATION OF THE 2000 AGREEMENT** 6

AG842321J
29/10/2009 $102.90 173

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 4 of 10

Maddocks

Agreement under Sections 173 and 177 of the Planning and Environment Act 1987

Dated 13 / 10 09

AG842321J
29/10/2009 $102.90 173

Parties

Name	**City of Kingston**
Address	1230 Nepean Highway, Cheltenham, Victoria
Short name	**Council**

Name	**Kingcorp Australia Pty Ltd ACN 079 148 842**
Address	Level 2, 395 Ferntree Gully Road, Mount Waverly, Victoria
Short name	**Owner**

Name	**Pellicano Projects Pty Ltd ACN 099 979 683**
Address	Level 2, 395 Ferntree Gully Road, Mount Waverly, Victoria
Short name	**Owner**

Background

A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme. Council is also the Planning Authority pursuant to the Act for the purposes of Amendment C76 to the Planning Scheme.

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

C. Council, in its capacity as Planning Authority for the Planning Scheme, has prepared Amendment C76 to the Planning Scheme (**the Amendment**) at the request of the Owner. When approved, the Amendment will, amongst other things:

- rezone the Subject Land from a Public Use Zone 1 to a Mixed Use Zone; and
- rezone land near the Subject Land along Warrigal Road from a Business 3 Zone to a Business 4 Zone.

D. Concurrently with the Amendment, the Owner has lodged an application for a planning permit pursuant to section 96A of the Act. Specifically the Owner has lodged planning permit application number KP850/07 (**Planning Permit**) to facilitate development of the Subject Land for thirty (two and three bedroom) service apartments in a two storey residential hotel, a small conference facility and access to a Road Zone Category 1.

E. An agreement was executed under section 173 of the Act dated July 2000 between Council and United Energy Limited that is registered on part the Certificate of Title of the Subject Land in dealing number X077341D (**the 2000 Agreement**).

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 5 of 10

F. The parties enter into this Agreement:

F.1 to manage the further use and development of the Subject Land;

F.2 to end and remove the 2000 Agreement from the Subject Land pursuant to section 177 of the Act; and

F.3 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

AG842321J
29/10/2009 $102.90 173

The Parties Agree

1. Definitions

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

Adjoining Residential Properties means the residential properties at 1 – 19 Byng Avenue, Heatherton (inclusive).

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

Amendment C76 means amendment C76 to the Planning Scheme.

Building has the same meaning as in the Act.

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.

Industry has the same meaning as in the Planning Scheme and includes the uses nested under the Industry Group pursuant to clause 75.05 of the Planning Scheme.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

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

Restricted Retail Area means that part of the Subject Land immediately fronting Warrigal Road and extending into the Subject Land for a depth of 90 metres.

Restricted Retail Premises has the same meaning as in the Planning Scheme.

Retail Premises has the same meaning as in the Planning Scheme and includes the uses nested under the Retail Premises Group pursuant to clauses 75.11 and 75.12 of the Planning Scheme.

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 6 of 10

Sensitive Uses means a residential use, a child care centre, a pre-school centre or a primary school.

Subject Land means the land situated at 3 Kingston Road, Heatherton being the land referred to in Certificate of Title Volume 10979 Folio 985 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Warehouse has the same meaning as in the Planning Scheme and includes the uses nested under the Warehouse Group pursuant to clause 75.15 of the Planning Scheme.

2. Interpretation

AG842321J
29/10/2009 $102.90 173

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 a reference to each other gender.

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 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

2.5 A term used in this Agreement 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 Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Specific obligations of the Owner

3.1 Restrictions on the use and development of the Subject Land

The Owner covenants and agrees, notwithstanding any other provision of the Planning Scheme that enables the Subject Land to be used for any other purpose whether as of right or with a planning permit that:

3.1.1 all Retail Premises, Industry and Warehouse uses and development are prohibited on part of the Subject Land, being the part that falls within 45 metres of the rear (western) boundaries of the Adjoining Residential Properties;

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 7 of 10

3.1.2 all Sensitive Uses are prohibited on part of the Subject Land, being the part that falls beyond 45 metres from the rear (western) boundaries of the Adjoining Residential Properties; and

3.1.3 all Retail Premises uses (with the exception of 'manufacturing sales' and 'trade sales') and development consisting of a total floor area of more than 300 square metres are prohibited on the Subject Land, with the exception of the part of the Subject Land defined in this Agreement as the Restricted Retail Area, unless with the prior written consent of Council.

AG842321J
29/10/2009 $102.90 173

4. Further obligations of the Owner

4.1 Notice and Registration

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

4.2 Further actions

The Owner further covenants and agrees that:

4.2.1 the Owner will do all things necessary to give effect to this Agreement;

4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

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

5. Agreement under Sections 173 and 177 of the Act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Sections 173 and 177 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed.

6. Owner's Warranties

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

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 8 of 10

7. Successors in Title

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

7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

7.2 execute a deed agreeing to be bound by the terms of this Agreement.

AG842321J
29/10/2009 $102.90 173

8. General matters

8.1 Notices

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

8.1.1 by delivering it personally to that party;

8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

8.2.2 if posted, on the expiration of 7 business days after the date of posting; or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

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

8.4 Severability

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

8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 9 of 10

subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. Commencement of Agreement

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

10. TERMINATION OF THE 2000 AGREEMENT

10.1 The parties agree that the 2000 Agreement will end in relation to the Subject Land pursuant to Section 177(2) of the Act at the time that this Agreement comes into operation pursuant to clause 9 of this Agreement.

10.2 After the ending of the 2000 Agreement Council will, at the request and expense of the Owner, inform the Registrar of Titles in the prescribed manner of the ending of the 2000 Agreement pursuant to Section 183(1) of the Act.

AG842321J
29/10/2009 $102.90 173

Delivered by LANDATA®, timestamp 14/05/2023 09:08 Page 10 of 10

Signing Page

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

The Common Seal of The Kingston City Council was hereunto affixed in the presence of:

.....
Councillor

.....
Chief Executive Officer

AG842321J
29/10/2009 $102.90 173

EXECUTED by **KINGCORP AUSTRALIA PTY LTD ACN 079 148 842** by being signed by those persons who are authorised to sign for the company:

.....
Director

Ferdinando Pellicano
Full name

4/79 Marine Parade Elwood
Usual address

.....
Director (or Company Secretary)

Antonio Pellicano
Full name

3/79 Marine Parade Elwood
Usual address

EXECUTED by **PELLICANO PROJECTS PTY LTD ACN 099 979 683** by being signed by those persons who are authorised to sign for the company:

.....
Director

Ferdinando Pellicano
Full name

4/79 Marine Parade Elwood
Usual address

.....
Director (or Company Secretary)

Antonio Pellicano
Full name

3/79 Marine Parade Elwood
Usual address

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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.

Produced: 14/05/2023 09:08:17 AM

OWNERS CORPORATION 1
PLAN NO. PS638819L

The land in PS638819L is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1 - 3, Lots 1 - 14, 15X, 16X, 101 - 113, 114X, 115X, 116X, 3001 - 3011, 3101 - 3111, 3201 - 3211, 3301 - 3310, 5001 - 5009, 5101 - 5109, 5201 - 5208, 5301 - 5307.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
ALLIANCE OCM LEVEL 1 447 NORTH ROAD ORMOND VIC 3204

AQ876507Q 29/03/2018

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:
OC016120B 20/11/2012

Notations:
Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Lot 1	299	299
Lot 2	299	299
Lot 3	299	299

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: 14/05/2023 09:08:17 AM

OWNERS CORPORATION 1
PLAN NO. PS638819L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4	379	379
Lot 5	299	299
Lot 6	299	299
Lot 7	299	299
Lot 8	299	299
Lot 9	379	379
Lot 10	299	299
Lot 11	299	299
Lot 12	299	299
Lot 13	299	299
Lot 14	299	299
Lot 15X	465	465
Lot 16X	245	245
Lot 101	299	299
Lot 102	299	299
Lot 103	299	299
Lot 104	379	379
Lot 105	299	299
Lot 106	299	299
Lot 107	299	299
Lot 108	299	299
Lot 109	379	379
Lot 110	299	299
Lot 111	299	299
Lot 112	299	299
Lot 113	299	299
Lot 114X	299	299
Lot 115X	299	299
Lot 116X	299	299

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: 14/05/2023 09:08:17 AM

OWNERS CORPORATION 1
PLAN NO. PS638819L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3001	180	180
Lot 3002	252	252
Lot 3003	252	252
Lot 3004	191	191
Lot 3005	177	177
Lot 3006	177	177
Lot 3007	191	191
Lot 3008	256	256
Lot 3009	256	256
Lot 3010	191	191
Lot 3011	180	180
Lot 3101	198	198
Lot 3102	252	252
Lot 3103	252	252
Lot 3104	191	191
Lot 3105	177	177
Lot 3106	177	177
Lot 3107	191	191
Lot 3108	256	256
Lot 3109	256	256
Lot 3110	191	191
Lot 3111	180	180
Lot 3201	198	198
Lot 3202	252	252
Lot 3203	252	252
Lot 3204	191	191
Lot 3205	177	177
Lot 3206	177	177
Lot 3207	191	191

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: 14/05/2023 09:08:17 AM

OWNERS CORPORATION 1
PLAN NO. PS638819L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3208	256	256
Lot 3209	256	256
Lot 3210	191	191
Lot 3211	180	180
Lot 3301	346	346
Lot 3302	349	349
Lot 3303	317	317
Lot 3304	288	288
Lot 3305	288	288
Lot 3306	317	317
Lot 3307	151	151
Lot 3308	151	151
Lot 3309	317	317
Lot 3310	324	324
Lot 5001	256	256
Lot 5002	249	249
Lot 5003	274	274
Lot 5004	151	151
Lot 5005	277	277
Lot 5006	277	277
Lot 5007	274	274
Lot 5008	252	252
Lot 5009	223	223
Lot 5101	274	274
Lot 5102	249	249
Lot 5103	274	274
Lot 5104	151	151
Lot 5105	277	277
Lot 5106	277	277

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: 14/05/2023 09:08:17 AM

OWNERS CORPORATION 1
PLAN NO. PS638819L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5107	155	155
Lot 5108	155	155
Lot 5109	274	274
Lot 5201	274	274
Lot 5202	249	249
Lot 5203	274	274
Lot 5204	151	151
Lot 5205	277	277
Lot 5206	277	277
Lot 5207	270	270
Lot 5208	274	274
Lot 5301	274	274
Lot 5302	249	249
Lot 5303	274	274
Lot 5304	151	151
Lot 5305	277	277
Lot 5306	277	277
Lot 5307	274	274
Total	**27934.00**	**27934.00**

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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.

Produced: 26/05/2023 09:59:47 AM

OWNERS CORPORATION 3
PLAN NO. PS638819L

The land in PS638819L is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 3, Lots 3001 - 3011, 3101 - 3111, 3201 - 3211, 3301 - 3310, 5001 - 5009, 5101 - 5109, 5201 - 5208, 5301 - 5307.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
ALLIANCE OCM LEVEL 1 447 NORTH ROAD ORMOND VIC 3204

AQ876507Q 29/03/2018

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. AK411302J 20/06/2013

Additional Owners Corporation Information:
OC018276G 31/05/2013

Notations:
Folio of the Register for Common Property No. 3 is in the name of Owners Corporation 1. Members of Owners Corporation 3 are also affected by Owners Corporation 1.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 3001	180	180
Lot 3002	252	252
Lot 3003	252	252
Lot 3004	191	191
Lot 3005	177	177

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/05/2023 09:59:47 AM

OWNERS CORPORATION 3
PLAN NO. PS638819L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3006	177	177
Lot 3007	191	191
Lot 3008	256	256
Lot 3009	256	256
Lot 3010	191	191
Lot 3011	180	180
Lot 3101	198	198
Lot 3102	252	252
Lot 3103	252	252
Lot 3104	191	191
Lot 3105	177	177
Lot 3106	177	177
Lot 3107	191	191
Lot 3108	256	256
Lot 3109	256	256
Lot 3110	191	191
Lot 3111	180	180
Lot 3201	198	198
Lot 3202	252	252
Lot 3203	252	252
Lot 3204	191	191
Lot 3205	177	177
Lot 3206	177	177
Lot 3207	191	191
Lot 3208	256	256
Lot 3209	256	256
Lot 3210	191	191
Lot 3211	180	180
Lot 3301	346	346

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: 26/05/2023 09:59:47 AM

OWNERS CORPORATION 3
PLAN NO. PS638819L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3302	349	349
Lot 3303	317	317
Lot 3304	288	288
Lot 3305	288	288
Lot 3306	317	317
Lot 3307	151	151
Lot 3308	151	151
Lot 3309	317	317
Lot 3310	324	324
Lot 5001	256	256
Lot 5002	249	249
Lot 5003	274	274
Lot 5004	151	151
Lot 5005	277	277
Lot 5006	277	277
Lot 5007	274	274
Lot 5008	252	252
Lot 5009	223	223
Lot 5101	274	274
Lot 5102	249	249
Lot 5103	274	274
Lot 5104	151	151
Lot 5105	277	277
Lot 5106	277	277
Lot 5107	155	155
Lot 5108	155	155
Lot 5109	274	274
Lot 5201	274	274
Lot 5202	249	249

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: 26/05/2023 09:59:47 AM

OWNERS CORPORATION 3
PLAN NO. PS638819L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5203	274	274
Lot 5204	151	151
Lot 5205	277	277
Lot 5206	277	277
Lot 5207	270	270
Lot 5208	274	274
Lot 5301	274	274
Lot 5302	249	249
Lot 5303	274	274
Lot 5304	151	151
Lot 5305	277	277
Lot 5306	277	277
Lot 5307	274	274
Total	**17934.00**	**17934.00**

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

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 14 May 2023 09:09 AM

PROPERTY DETAILS

Address:	**304/5 SANDBELT CLOSE HEATHERTON 3202**
Lot and Plan Number:	**Lot 5304 PS638819**
Standard Parcel Identifier (SPI):	**5304\PS638819**
Local Government Area (Council):	**KINGSTON** www.kingston.vic.gov.au
Council Property Number:	**514305**
Planning Scheme:	**Kingston** Planning Scheme - Kingston
Directory Reference:	**Melway 78 D10**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**South East Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

STATE ELECTORATES

Legislative Council:	**SOUTH-EASTERN METROPOLITAN**
Legislative Assembly:	**CLARINDA**

OTHER

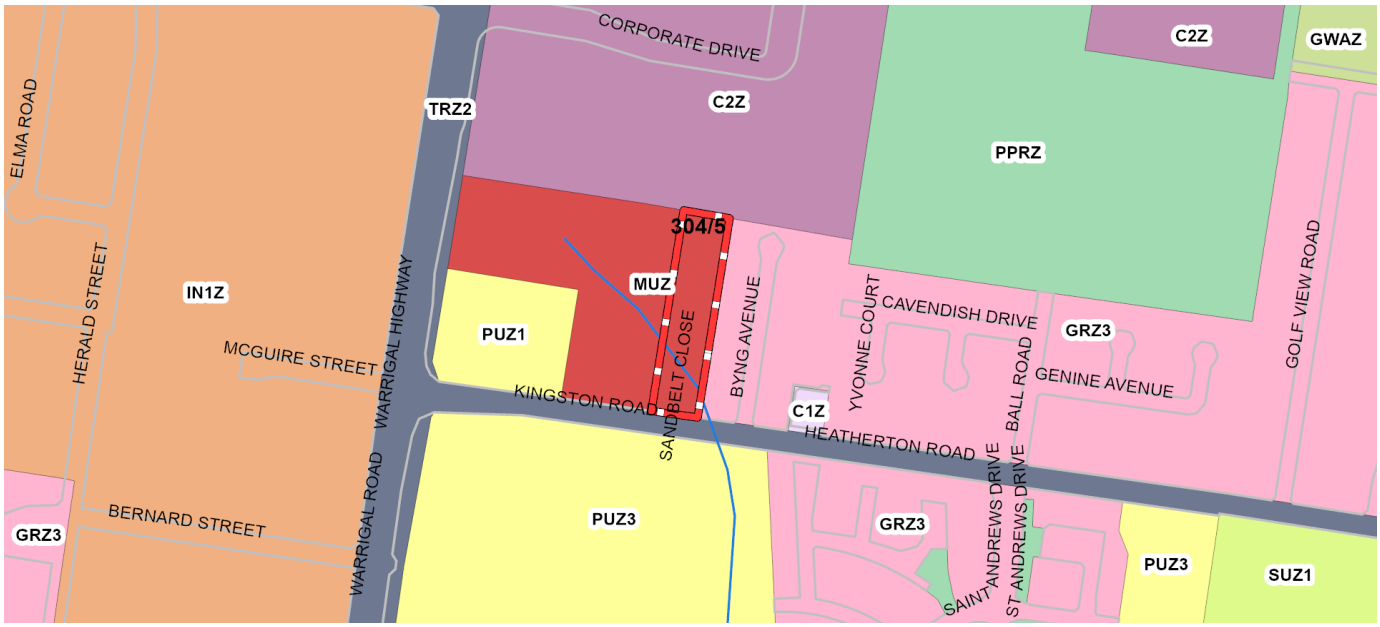
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

View location in VicPlan

Planning Zones

MIXED USE ZONE (MUZ)

SCHEDULE TO THE MIXED USE ZONE (MUZ)



C1Z - Commercial 1	C2Z - Commercial 2	GRZ - General Residential
GWAZ - Green Wedge A	IN1Z - Industrial 1	MUZ - Mixed Use
PPRZ - Public Park and Recreation	PUZ1 - Public Use-Service and Utility	PUZ3 - Public Use-Health & Community
SUZ - Special Use	TRZ2 - Principal Road Network	Water course

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

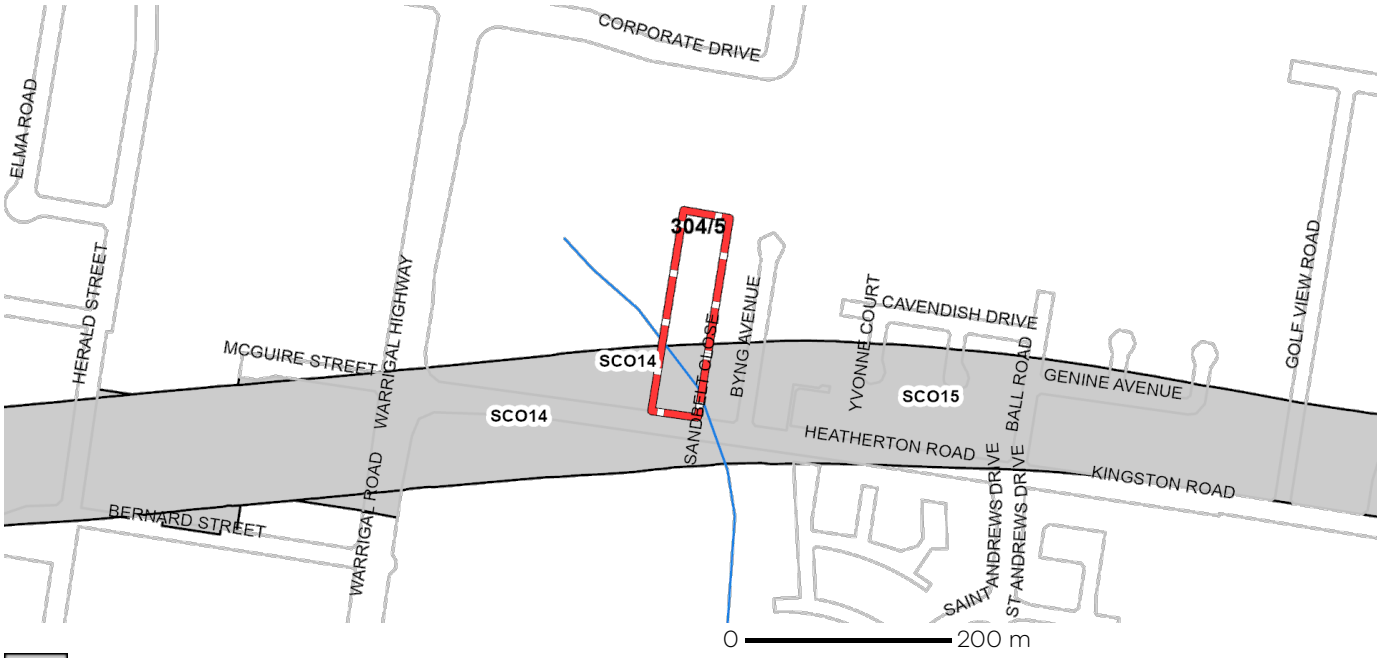
Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.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).

PLANNING PROPERTY REPORT

Planning Overlays

SPECIFIC CONTROLS OVERLAY (SCO)
SPECIFIC CONTROLS OVERLAY - SCHEDULE 14 (SCO14)
SPECIFIC CONTROLS OVERLAY - SCHEDULE 15 (SCO15)



SCO - Specific Controls Overlay **Water course**

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

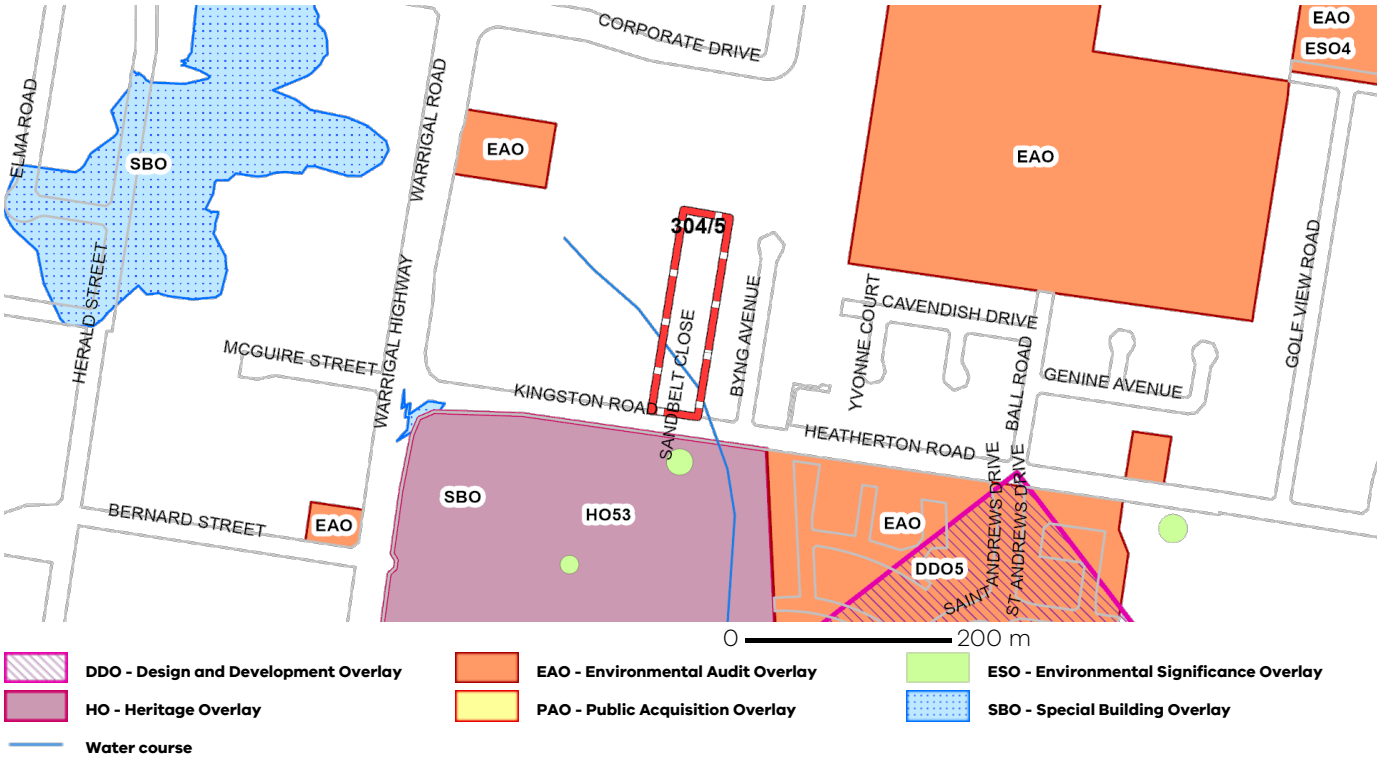
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)
ENVIRONMENTAL AUDIT OVERLAY (EAO)
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)
HERITAGE OVERLAY (HO)
PUBLIC ACQUISITION OVERLAY (PAO)
SPECIAL BUILDING OVERLAY (SBO)



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

Further Planning Information

Planning scheme data last updated on 3 May 2023.

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.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).

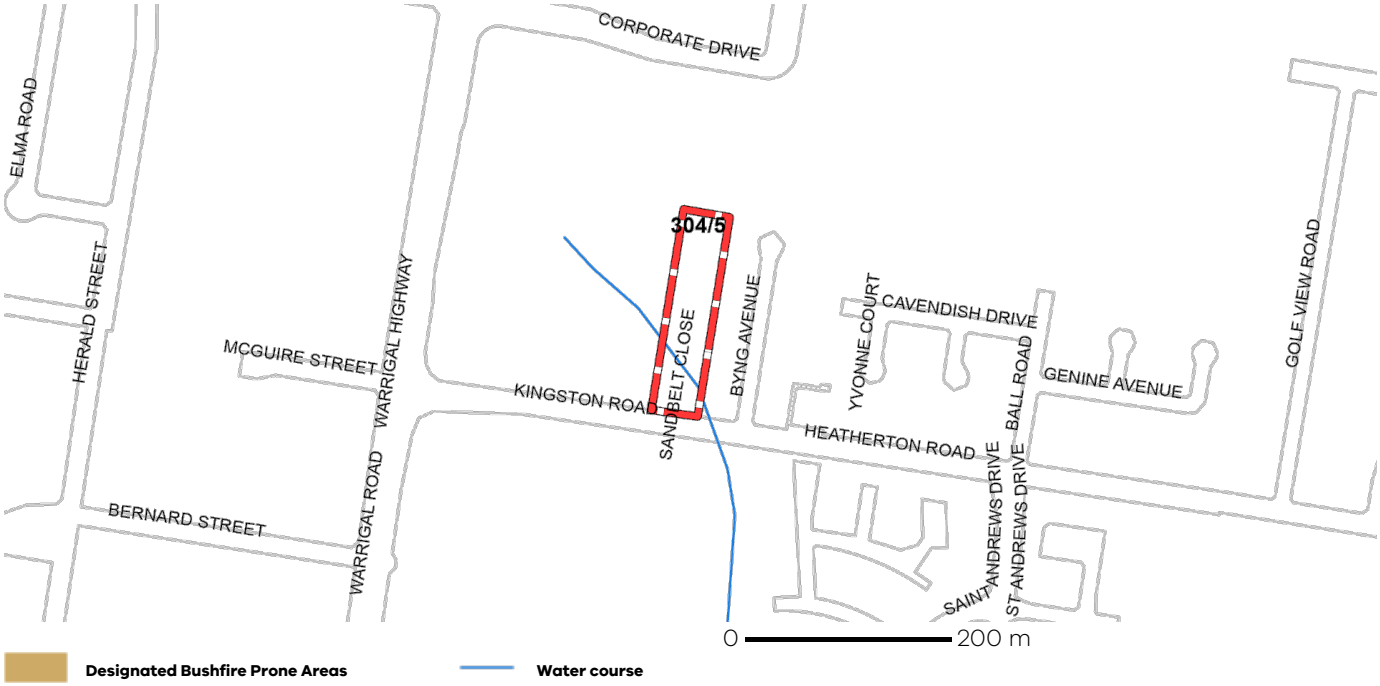
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

Native plants that are indigenous to 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)

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.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).

PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 14 May 2023 09:09 AM

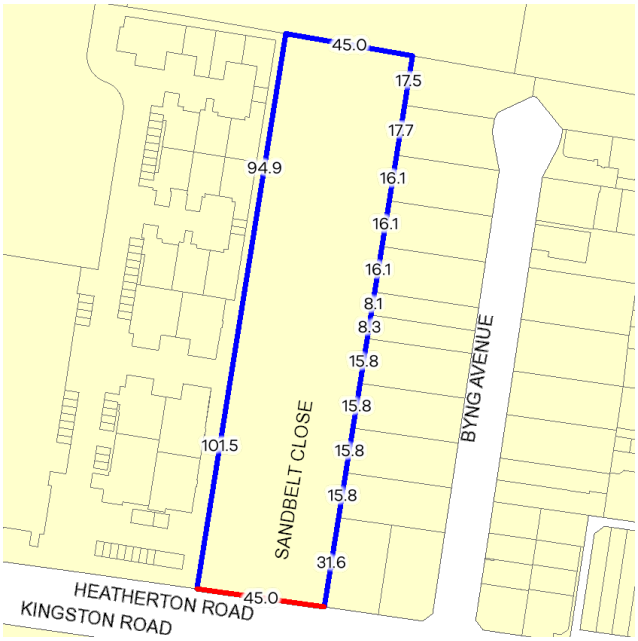
PROPERTY DETAILS

Address:	**304/5 SANDBELT CLOSE HEATHERTON 3202**
Lot and Plan Number:	**Lot 5304 PS638819**
Standard Parcel Identifier (SPI):	**5304\PS638819**
Local Government Area (Council):	**KINGSTON** www.kingston.vic.gov.au
Council Property Number:	**514305**
Directory Reference:	**Melway 78 D10**

Note: There are 111 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 8805 sq. m
Perimeter: 481 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:	**South East Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

STATE ELECTORATES

Legislative Council:	**SOUTH-EASTERN METROPOLITAN**
Legislative Assembly:	**CLARINDA**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

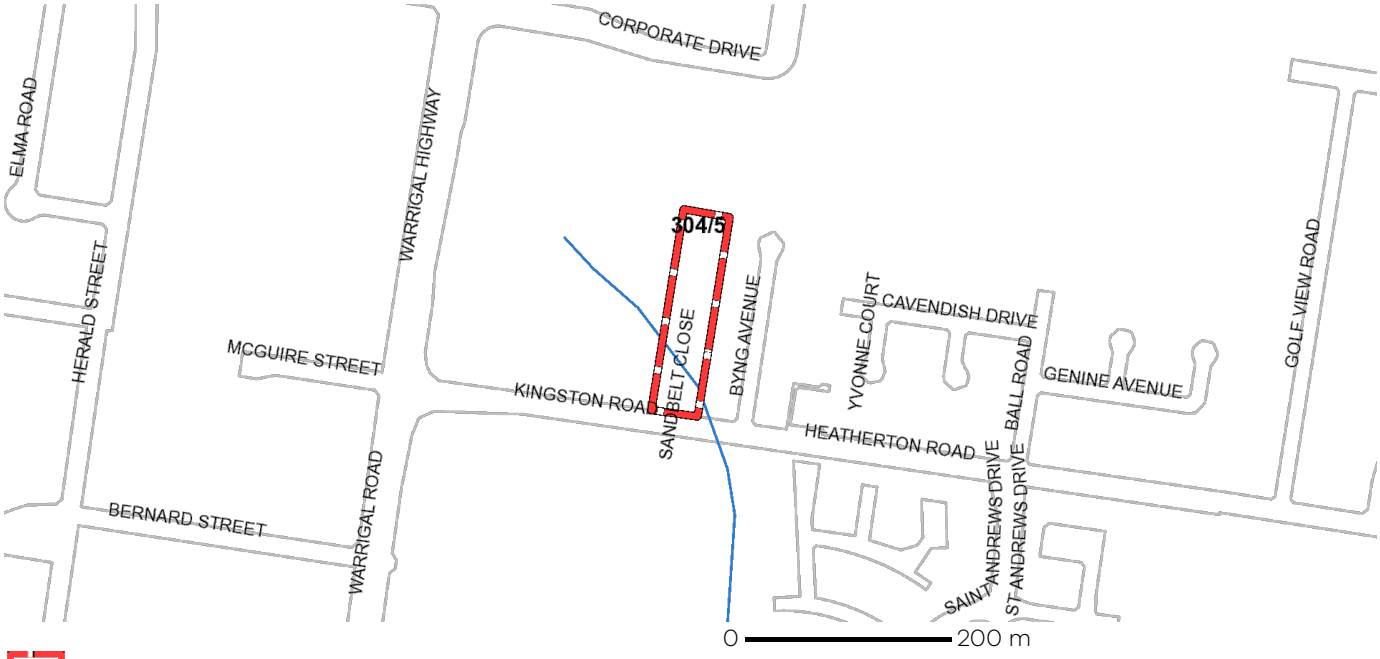
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

South East Water

Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658
Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812
Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

SCHILLE SF NOMINESS PTY LTD
C/O XYNERGY REALTY GROUP
19 STATION ST
OAKLEIGH VIC 3166

Account number:	**24142413**
Date due:	**08 February 2023**

Last bill	Payments received	Balance	Current charges	Total due
$140.25	− $140.25cr =	$0.00	+ $140.25	$140.25

Your account breakdown

Issue date	20 January 2023
Property	Unit 304 5 Sandbelt Close HEATHERTON VIC 3202
Property reference	26S//07066/00074
Last bill	$140.25
Payment received	$140.25cr
Balance brought forward	$0.00
Our charges (no GST)	$112.87
Other authorities' charges (no GST)	**$27.42**
Total due	$140.25

Your snapshot

Average daily cost **$1.24**

Payment options

DD

Direct debit
Set up payments at southeastwater.com.au/paymybill

BPAY

BPAY® **(Up to $20,000)**
Biller code **24208** Ref: **1002 4142 4100 001**

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658

EFT

EFT (Electronic Funds Transfer)
BSB 033-874 Account number 24142413
Account name South East Water Corporation

POST billpay

Postbillpay
BillpayCode 0361 Ref: 1002 4142 4100 001
Call 131 816 Visit postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Arrange regular deductions from your Centrelink payments
Visit humanservices.gov.au/centrepay CRN: 555 050 997J

Property ref: 26S//07066/00074
UNIT 304 5 SANDBELT CLOSE
HEATHERTON VIC 3202

*951 1002 4142 4100 001

Total due:	$140.25
Account number:	24142413
Date paid:	
Receipt number:	

City of Kingston

Third Instalment Notice

NOTICE FOR PERIOD 1 JULY 2022 TO 30 JUNE 2023

ISSUED BY
City of Kingston
PO Box 1000, Mentone, VIC 3194

TAX INVOICE
ABN 80 640 377 047
kingston.vic.gov.au
t 1300 653 356 f 1300 653 400
e info@kingston.vic.gov.au
@cityofkingston

027 0000709

Schille SF Nominees Pty Ltd
C/- Xynergy Realty Group
19 Station St
OAKLEIGH VIC 3166

PAY ONLINE
kingston.vic.gov.au/payrates

If you are experiencing Financial Hardship, please visit our website for more information on the options available to you.
kingston.vic.gov.au/payrates

NOTICE SNAPSHOT

ASSESSMENT NUMBER	174141/0
DATE ISSUED	30/01/2023

ARREARS OUTSTANDING

DUE NOW **$0.00**

Interest may be charged on outstanding arrears from 1 July 2022.

PAYMENT PLAN

Please note: your first instalment will include any arrears outstanding.

PROPERTY DESCRIPTION
Unit 304 5 Sandbelt Close, HEATHERTON VIC 3202

INSTALMENT AMOUNT PAYABLE **$189.45**

Total Amount Due 28 February 2023 $189.45

Payments made after 19 January 2023 may not show on this notice.

Rates and Charges for period 1 July 2022 to 30 June 2023
Third Instalment Notice

28/02/2023	$189.45
31/05/2023	$189.45

PAYMENT OPTIONS

DIRECT DEBIT & OTHER OPTIONS
See overleaf for more information

new

Scan to pay

Pay in full or choose flexible instalment options that suit you.

Scan the QR code or visit payble.kingston.vic.gov.au to register and see weekly, fortnightly or monthly instalment options



We're upgrading our Hard Waste Collection Service

From July 2023, you will receive two free on-call collections per year at a time that suits you.

For more information visit
kingston.vic.gov.au/hard-waste

Changed your details? Go to kingston.vic.gov.au/contactdetails

Register to receive your notice via email Go to kingston.vic.gov.au/rates

Rates payment slip

City of Kingston

ASSESSMENT NUMBER:
174141/0

RATEPAYER:
Schille SF Nominees Pty Ltd

PROPERTY DESCRIPTION:
Unit 304 5 Sandbelt Close, HEATHERTON VIC 3202

SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS

BPOINT	BPAY	Post Billpay	Payble
1300 276 468		131 816	To change to flexible payments visit payble.kingston.vic.gov.au to register your assessment for flexible payments
BILLER CODE 8938	BILLER CODE 8938	BILLER CODE 0327	
REF 1741 410	REF 1741 410	REF 0017 4141 0	

ARREARS ONLY

INSTALMENT $189.45

FULL PAYMENT

INTERNAL USE ONLY

5000709D1 0000709 886315

Alliance OWNERS CORPORATION MANAGEMENT

Expert Owners Corporation Managers
working for you and your investment

HMBS CO Pty Ltd as Trustee for HMBS Trust trading as
Alliance Owners Corporation Management - HMBS
ABN 18 373 953 065
PO Box 114 Caulfield South Vic 3162
Hillel Benedykt 0412 236 338
Michael Shapiro 0401 994 798
Email ruby@allianceocm.com.au
Web www.allianceocm.com.au

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31, *Owners Corporations Regulations 2018* and Owners Corporation Rules

Schille SF Nominees Pty Ltd
C/- Xynergy Realty Group
19 Station Street
Oakleigh Vic 3166

Invoice

Invoice No: 0002162 **Issue Date:** 23/02/23

Net Amount Payable: $ 17.82
Due Date: 01/04/2023

Payment is due within 28 days of the date of this Notice or by the Due Date.

New Charges for Owners Corporation for Plan No. PS 638819L - 1 - ABN: 56 699 672 995

Lot No. 5304 **Unit** 5304 accounts.oakleigh@xynergy.com.au
OC Address: Sandbelt Close, Heatherton, Victoria 3202
Lot Liability: 151 **Lot Entitlement:** 151

Previous Balance: 0.00
Penalty Interest: 0.00
Issued Levies Not Due: 0.00

Description	Transaction Type	Fund	Gross	Totals
01/04/2023 to 30/06/2023 for total Levy of $71.29 pa	Normal	Admin	17.82*	17.82

Arrears/Issued at time of printing 0.00
Gross Amount 17.82

Net Amount Payable $ 17.82

* Penalty interest of 10.00% per annum will apply if not paid by the Due Date.
The rate of interest has been calculated in accordance with the current rate under the *Penalty Interest Rates Act 1983 (Vic)*. This rate is subject to change.

If mailing your payment please tear off this slip and return with payment. DO NOT include correspondence with your payment.

Please make cheques payable to: Owners Corporation for Plan No. PS 638819L - 1

DEFT PAYMENT SYSTEMS

DEFT Reference Number:
2818 3444 0327 3310 1055

Alliance Owners Corporation Management- HMBS
Lot No. 5304 Unit 5304
Sandbelt Close OC1
Invoice No: 0002162

Net Amount Payable: $ 17.82
Due Date: 01/04/2023

How to Pay

By post: Mail this slip with your cheque to: DEFT Payment Systems, GPO Box 2174, MELBOURNE VIC 3001

Bpay: Contact your bank, credit union or building society to make this payment from your cheque or savings account.

By phone: Please call 1300 301 090 to make your payment using Mastercard, Visa, Diners Club or American Express.

Internet: Visit www.deft.com.au and use the DEFT reference number supplied on this page.

In person: Present this page to make your payment by cheque or EFTPOS at any post office.

BPAY **Biller Code: 96503**
Reference: 2818 3444 0327 3310 1055

Post Billpay

*496 281834440 32733101055

Payments by credit or debit card may attract a surcharge.
Registration is required for payments from cheque or savings accounts.
Registration forms available from www.deft.com.au

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 24th May 2023

1. OWNERS CORPORATION DETAILS

Plan Number:	PS 638819L - 1
Address of Plan:	Sandbelt Close Heatherton Victoria 3202
Lot Number this statement relates to:	5304
Unit Number this statement relates to:	5304
Postal Address	PO Box 114 Caulfield South Victoria 3162

2. CERTIFICATE DETAILS

Vendor:	Schille SF Nominees Pty Ltd
Postal Address for Lot 5304	25 Ralph Avenue St Albans Victoria 3021
Purchaser:	
Person requesting Certificate:	Christa Schille
Reference:	
Address:	25 Ralph Avenue St Albans Vic 3021
Fax:	
E-mail:	christa.schille@gmail.com

3. CURRENT ANNUAL LEVY FEES FOR LOT 5304

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 5304 are **71.28 per annum** commencing on 1 July 2022.
Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/22 to 30/09/22	17.82	01/07/22	Paid
01/10/22 to 31/12/22	17.82	01/10/22	Paid
01/01/23 to 31/03/23	17.82	01/01/23	Paid
01/04/23 to 30/06/23	17.82	01/04/23	Paid
01/07/23 to 30/09/23	17.82	01/07/23	Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 5304.

4. CURRENT LEVY POSITION FOR LOT 5304

Fund	Balance	Paid To
Administrative	$17.82 DR	30 June 2023
Maintenance Fund	0.00	
BALANCE	**$17.82 DR**	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 5304.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 5304 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 24 May 2023:

Account / Fund	Amount
Administrative Fund	35,289.57
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 24 MAY 2023	**$35,289.57**

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy	
Policy No.	HU0039052
Expiry Date	12-August-2023
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	Whitbread Insurance Brokers
Premium	47376.55

Cover Type	**Amount of Cover**
Common Area Contents	294,584
Damage (i.e. Building) Policy	35,215,700
Fidelity Guarantee Insurance	250,000
Flood	Insured
Government Audit Costs	25,000
Government Audit Costs - Appeal Expenses	100,000
Government Audit Costs - Legal Defense Expenses	50,000
Loss of Rent	5,282,355
Lot Owner's Fixtures and Improvements	250,000
Machinery Breakdown Insurance	100,000
Office Bearers Liability Insurance	5,000,000
Property, Death and Injury (Public Liability)	30,000,000
Voluntary Workers Insurance	200,000/2,000

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
17/01/2018	Alliance Owners Corporation Management - HMBS	Current	Manage Owners Corporation

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Alliance Owners Corporation Management- HMBS
ABN / ACN:	18373953065
Address of Manager:	Level 1 447 North Road Ormond Victoria 3204
Telephone:	1300 793 523
Facsimile:	1300 793 533
E-mail Address:	ruby@allianceocm.com.au

17. ADDITIONAL INFORMATION

Nil.

SIGNING

The common seal of Plan No. PS 638819L - 1, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Registered Manager

Full name: Hillel Benedykt and Michael Shapiro
Company: HMBS CO Pty Ltd ATF HMBS Trust T/A Alliance OCM
Address of registered office: Level 1 447 North Road Ormond Victoria 3204

24/05/2023

Date



Common Seal
of Owners Corporation

Alliance OWNERS CORPORATION MANAGEMENT

Expert Owners Corporation Managers
working for you and your investment

HMBS CO Pty Ltd as Trustee for HMBS Trust trading as
Alliance Owners Corporation Management - HMBS
ABN 18 373 953 065
PO Box 114 Caulfield South Vic 3162
Hillel Benedykt 0412 236 338
Michael Shapiro 0401 994 798
Email ruby@allianceocm.com.au
Web www.allianceocm.com.au

Christa Schille
25 Ralph Avenue St Albans Vic 3021

24th May 2023

Dear Christa Schille

Re: OWNERS CORPORATION CERTIFICATE - LOT 5304, PLAN NO. PS 638819L - 1

In response to your request, we now attach an Owners Corporation Certificate for Lot 5304 in Plan No. PS 638819L - 1 dated 24th May 2023. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006 (*"**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

(a) A copy of the Rules for this Owners Corporation;

(b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and

(c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at ruby@allianceocm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully



Registered Manager

Full name: Hillel Benedykt and Michael Shapiro
Company: HMBS CO Pty Ltd ATF HMBS Trust T/A Alliance OCM
Address of registered office: Level 1 447 North Road Ormond Victoria 3204

24/05/2023

Date

Letter subject to copyright
Printed from Urbanise Strata - www.urbanise.com

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 24th May 2023

1. OWNERS CORPORATION DETAILS

Plan Number:	PS 638819L - 3
Address of Plan:	3 and 5 Sandbelt Close Heatherton Victoria 3202
Lot Number this statement relates to:	5304
Unit Number this statement relates to:	5304
Postal Address	PO Box 114 Caulfield South Victoria 3162

2. CERTIFICATE DETAILS

Vendor:	Schille SF Nominees Pty Ltd
Postal Address for Lot 5304	25 Ralph Avenue St Albans Victoria 3021
Purchaser:	
Person requesting Certificate:	Christa Schille
Reference:	
Address:	25 Ralph Avenue St Albans Vic 3021
Fax:	
E-mail:	christa.schille@gmail.com

3. CURRENT ANNUAL LEVY FEES FOR LOT 5304

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 5304 are **1,785.25 per annum** commencing on 1 July 2022.
Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/22 to 30/09/22	442.09	01/07/22	Paid
01/10/22 to 31/12/22	447.72	01/10/22	Paid
01/01/23 to 31/03/23	447.72	01/01/23	Paid
01/04/23 to 30/06/23	447.72	01/04/23	Paid
01/07/23 to 30/09/23	447.72	01/07/23	Issued

Maintenance Fund

The annual maintenance levy fees for Lot 5304 are **50.52 per annum** commencing on 1 July 2022.
Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/10/22 to 31/12/22	16.84	01/10/22	Paid
01/01/23 to 31/03/23	16.84	01/01/23	Paid
01/04/23 to 30/06/23	16.84	01/04/23	Paid
01/07/23 to 30/09/23	16.84	01/07/23	Issued

4. CURRENT LEVY POSITION FOR LOT 5304

Fund	Balance	Paid To
Administrative	$447.72 DR	30 June 2023
Maintenance Fund	$16.84 DR	30 June 2023
BALANCE	**$464.56 DR**	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 5304.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 5304 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 24 May 2023:

Account / Fund	Amount
Administrative Fund	11,707.27
Maintenance Fund	6,303.28
TOTAL FUNDS HELD AS AT 24 MAY 2023	**$18,010.55**

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy	
Policy No.	HU0039052
Expiry Date	12-August-2023
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	Whitbread Insurance Brokers
Premium	47376.55

Cover Type	**Amount of Cover**
Common Area Contents	294,584
Damage (i.e. Building) Policy	35,215,700
Fidelity Guarantee Insurance	250,000
Floating Floors	Included
Flood	Included
Government Audit Costs	25,000
Government Audit Costs - Appeal Expenses	100,000
Government Audit Costs - Legal Defense Expenses	50,000
Loss of Rent	5,282,355
Lot Owner's Fixtures and Improvements	250,000
Machinery Breakdown Insurance	100,000
Office Bearers Liability Insurance	5,000,000
Property, Death and Injury (Public Liability)	30,000,000
Voluntary Workers Insurance	200,000/2,000

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
10/06/2014	Forte Lift Services	Current	Lift maintenance
17/01/2018	Alliance Owners Corporation Management - HMBS	Current	Manage Owners Corporation
27/06/2018	Grosvenor Fire Pty Ltd	Current	Fire Services Testing
27/07/2018	IQumulate Premium Funding Pty Ltd	Current	Insurance Premium Funding
19/03/2021	Cladding Safety Victoria	Current	Funding Cladding removal and replacement
19/03/2021	Gallagher Jeffs Pty Ltd	Current	Project Manager Cladding Removal and Replacement Project
25/06/2021	Gardner Group Pty Ltd	Current	Building Surveyor - cladding project
28/06/2021	SJ Higgins Pty Ltd	Current	Remove and replace combustible cladding

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Alliance Owners Corporation Management- HMBS
ABN / ACN:	18373953065
Address of Manager:	Level 1 447 North Road Ormond Victoria 3204
Telephone:	1300 793 523
Facsimile:	1300 793 533
E-mail Address:	ruby@allianceocm.com.au

17. ADDITIONAL INFORMATION

Nil.

SIGNING

The common seal of Plan No. PS 638819L - 3, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Registered Manager

Full name: Hillel Benedykt and Michael Shapiro
Company: HMBS CO Pty Ltd ATF HMBS Trust T/A Alliance OCM
Address of registered office: Level 1 447 North Road Ormond Victoria 3204

24/05/2023

Date



Common Seal
of Owners Corporation

Alliance OWNERS CORPORATION MANAGEMENT

Expert Owners Corporation Managers
working for you and your investment

HMBS CO Pty Ltd as Trustee for HMBS Trust trading as
Alliance Owners Corporation Management - HMBS
ABN 18 373 953 065
PO Box 114 Caulfield South Vic 3162
Hillel Benedykt 0412 236 338
Michael Shapiro 0401 994 798
Email ruby@allianceocm.com.au
Web www.allianceocm.com.au

Christa Schille
25 Ralph Avenue St Albans Vic 3021

24th May 2023

Dear Christa Schille

Re: OWNERS CORPORATION CERTIFICATE - LOT 5304, PLAN NO. PS 638819L - 3

In response to your request, we now attach an Owners Corporation Certificate for Lot 5304 in Plan No. PS 638819L - 3 dated 24th May 2023. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006 (*"**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

(a) A copy of the Rules for this Owners Corporation;

(b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and

(c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at ruby@allianceocm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully



Registered Manager

Full name: Hillel Benedykt and Michael Shapiro
Company: HMBS CO Pty Ltd ATF HMBS Trust T/A Alliance OCM
Address of registered office: Level 1 447 North Road Ormond Victoria 3204

24/05/2023

Date

Letter subject to copyright
Printed from Urbanise Strata - www.urbanise.com

Expert Owners Corporation Managers
working for you and your investment

HMBS CO Pty Ltd as Trustee for HMBS Trust Trading as
Alliance Owners Corporation Management - HMBS
ABN 18 373 953 065
PO Box 114 Caulfield South Vic 3162
Hillel Benedykt 0412 236 338
Michael Shapiro 0401 994 798
After hours 1300 793 523
Fax 1300 793 533
Email ruby@allianceocm.com.au
Web www.allianceocm.com.au

Minutes of the Annual General Meeting
held on 11 August 2022
via Zoom at 12:00pm
OWNERS CORPORATION PLAN No PS 638819L OC3
Property Address: 3 and 5 Sandbelt Close, Heatherton Vic 3202

APPOINTMENT OF CHAIRPERSON

It was resolved that Michael Shapiro chair the meeting. Hillel Benedykt was authorised to take the minutes. It was resolved that voting will be by voice

PRESENT

Giuseppe Greco Unit 3003
Rachel Sandey Unit 3302
Aung Oo Unit 3303
Robert Worcester Unit 5002 via proxy
Ayswaria Gopal Unit 5201
Yasmeen Sahib Unit 5203
Amalie Pearce Unit 5301

APOLOGIES

Kate Johnston Unit 3001
Mahmooda Maqbool Unit 5306

PROXIES

Diane Worcester Unit 5002 proxy in favour of Robert Worcester

IN ATTENDANCE

Hillel Benedykt and Michael Shapiro of Alliance Owners Corporation Management – HMBS

QUORUM

Members were informed that there was not a quorum at the meeting therefore all decisions made will be interim resolutions. Notice of interim resolutions along with the Minutes will be issued to all lot owners within 14 days of the Meeting. **Interim resolutions will become resolutions of the Owners Corporation on the 29th day after the meeting** unless notice is given of a Special General Meeting

REPORTS

MANAGER REPORT

The Manager's report as circulated with the notice of meeting was tabled

COMMITTEE REPORT

The was no Committee report

SAFETY AND GRIEVANCE REPORT

There was no safety or grievance report during the year

COMMON SEAL
It was resolved pursuant to Section 20 of the Owners Corporation Act 2006 to authorise the affixing of the common seal of the Owners Corporation to all documents required to be executed under the Common Seal of the Owners Corporation

APPOINTMENT OF OWNERS CORPORATION MANAGER
It was resolved that Hillel Benedykt and Michael Shapiro of Alliance Owners Corporation Management - HMBS be appointed as Owners Corporation Manager and have all delegated powers as provided for in the Owners Corporation Act. Management fees are as stated in the Budget for the following twelve months and additional professional fees apply for Postal Ballots, issuing Breach Notices, preparing BAS returns, additional meetings and VCAT appearances

CONFIRMATION OF MINUTES
It was resolved to confirm the minutes of the last Annual General Meeting as circulated

INSURANCE
RENEWAL
The Manager advised that he is an authorised representative of CHU Insurance and Whitbread Insurance Brokers and is authorised to give general and factual advice and provide quotes for insurance. The Manager is also a distributor for SCI and Honan Insurance Group

IMPORTANT
The Owners Corporation insurance policy specifically excludes contents within individual apartments such as carpets, curtains, blinds, light fittings and electrical appliances not actually wired into the premises. These items should be insured under your Householders or Landlord Contents policy
After reviewing quotations, it was resolved that the insurance cover due for renewal on 12/08/2022 be renewed with CHU via Whitbread. It was resolved to fund this premium with IQumulate Premium Funding. A copy of the Product Disclosure Statement can be found at https://www.chu.com.au/assets/Documents/CHU_ResidentialStrataPDS_Jan2022_online.pdf

ESSENTIAL SAFETY MEASURES
Please note that smoke alarms within each unit are the responsibility of the individual lot owner
Grosvenor Fire is the appointed contractor and Focus Fire & Safety is the auditor. The AESMR was signed on 13 May 2022

SAFETY AUDIT
It was resolved not to conduct a safety audit

MAINTENANCE
It was resolved that the Owners Corporation undertake maintenance required on common property

FINANCIAL STATEMENTS
It was resolved that the Financial Statements as circulated for the previous financial year ended 30 June 2022 be confirmed

BUDGET
It was resolved that the proposed budget for the 2022/2023 year be amended by commencing a maintenance fund with a budget of $8,000 (reducing the administrative budget by that amount) and that levies be determined under section 23 (1, 2, 3 and 4) of the Owners Corporation Act 2006 and struck according to lot liability, payable quarterly

It was resolved that a Special Levy of $26,000 be struck immediately according to lot liability to fund the miscellaneous items addressed by the builder during the cladding remediation which were not funded by Cladding Safety Victoria (CSV)

It was resolved that interest will be charged on overdue Levies. The current interest rate is 10% per annum

It was resolved that action can be taken in VCAT to recover arrear Levies

APPOINTMENT OF COMMITTEE AND CHAIRPERSON
Thanks were expressed to Katie Durdin for all the time she has served as Chairperson

Nominations for the committee were:

- Giuseppe Greco Unit 3003
- Sharon Chang Unit 3106
- Manal Darwish Unit 3202
- Oxana Flessa Unit 3203
- Rachel Sandey Unit 3302
- Yasmeen Sahib Unit 5203
- Katie Durdin Unit 5107

The Chairperson will be elected at the first Committee meeting

It was resolved to delegate to the committee by these minutes, all the powers and functions that may be delegated by the Owners Corporation under section 11 of the Owners Corporations Act 2006

The Committee to act as the Grievance Committee

GENERAL BUSINESS
The Committee to consider options to address the hallway carpet issues

It was noted that the hard rubbish disposal costs continue to escalate

The Manager to arrange quotations for cleaning and waste collection

The back door and gate at the rear of building 5 should be closed at all times

There was a vote of appreciation in favour of the Manager for the effort and results achieved by having the significant cost of the cladding remediation project (approximately $3,000,000) funded by CSV

NEXT MEETING
The next Annual General Meeting will be held in July/August 2023 either earlier or later in the day

There being no further business the meeting closed at 12:50pm

Expert Owners Corporation Managers
working for you and your investment

HMBS CO Pty Ltd as Trustee for HMBS Trust Trading as
Alliance Owners Corporation Management - HMBS
ABN 18 373 953 065
PO Box 114 Caulfield South Vic 3162
Hillel Benedykt 0412 236 338
Michael Shapiro 0401 994 798
After hours 1300 793 523
Fax 1300 793 533
Email ruby@allianceocm.com.au
Web www.allianceocm.com.au

Minutes of the Annual General Meeting
held on 11 August 2022
via Zoom at 12:00pm
OWNERS CORPORATION PLAN No PS 638819L OC1
OC1 is the unlimited (umbrella) Owners Corporation for OC2 and OC3
Property Address: Sandbelt Close, Heatherton Vic 3202

APPOINTMENT OF CHAIRPERSON

It was resolved that Michael Shapiro chair the meeting. Hillel Benedykt was authorised to take the minutes. It was resolved that voting will be by voice

PRESENT

Harold Hallenstein Unit 5
Alexander Cass Unit 114X
Paul Rooke Unit 14
Giuseppe Greco Unit 3003
Rachel Sandey Unit 3302
Aung Oo Unit 3303
Robert Worcester Unit 5002 via proxy
Ayswaria Gopal Unit 5201
Yasmeen Sahib Unit 5203
Amalie Pearce Unit 5301

APOLOGIES

Kate Johnston Unit 3001
Mahmooda Maqbool Unit 5306

PROXIES

Diane Worcester Unit 5002 proxy in favour of Robert Worcester

IN ATTENDANCE

Hillel Benedykt and Michael Shapiro of Alliance Owners Corporation Management – HMBS

QUORUM

Members were informed that there was not a quorum at the meeting therefore all decisions made will be interim resolutions. Notice of interim resolutions along with the Minutes will be issued to all lot owners within 14 days of the Meeting. **Interim resolutions will become resolutions of the Owners Corporation on the 29th day after the meeting** unless notice is given of a Special General Meeting

REPORTS

MANAGER REPORT

The Manager's report as circulated with the notice of meeting was tabled

COMMITTEE REPORT

The was no Committee report

SAFETY AND GRIEVANCE REPORT

There was no safety or grievance report during the year

COMMON SEAL
It was resolved pursuant to Section 20 of the Owners Corporation Act 2006 to authorise the affixing of the common seal of the Owners Corporation to all documents required to be executed under the Common Seal of the Owners Corporation

APPOINTMENT OF OWNERS CORPORATION MANAGER
It was resolved that Hillel Benedykt and Michael Shapiro of Alliance Owners Corporation Management - HMBS be appointed as Owners Corporation Manager and have all delegated powers as provided for in the Owners Corporation Act. Management fees are as stated in the Budget for the following twelve months and additional professional fees apply for Postal Ballots, issuing Breach Notices, preparing BAS returns, additional meetings and VCAT appearances

CONFIRMATION OF MINUTES
It was resolved to confirm the minutes of the last Annual General Meeting as circulated

INSURANCE
RENEWAL
The Manager advised that he is an authorised representative of CHU Insurance and Whitbread Insurance Brokers and is authorised to give general and factual advice and provide quotes for insurance. The Manager is also a distributor for SCI and Honan Insurance Group

IMPORTANT
The Owners Corporation insurance policy specifically excludes contents within individual apartments such as carpets, curtains, blinds, light fittings and electrical appliances not actually wired into the premises. These items should be insured under your Householders or Landlord Contents policy
After reviewing quotations, it was resolved that the insurance cover due for renewal on 12/08/2022 be renewed with CHU via Whitbread. It was resolved to fund this premium with IQumulate Premium Funding. A copy of the Product Disclosure Statement can be found at https://www.chu.com.au/assets/Documents/CHU_ResidentialStrataPDS_Jan2022_online.pdf

ESSENTIAL SAFETY MEASURES
Please note that smoke alarms within each unit are the responsibility of the individual lot owner
Grosvenor Fire is the appointed contractor and Focus Fire & Safety is the auditor. The AESMR was signed on 13 May 2022

SAFETY AUDIT
It was resolved not to conduct a safety audit

MAINTENANCE
It was resolved that the Owners Corporation undertake maintenance required on common property

FINANCIAL STATEMENTS
It was resolved that the Financial Statements as circulated for the previous financial year ended 30 June 2022 be confirmed

BUDGET
It was resolved that the proposed budget for the 2022/2023 year be approved and that levies be determined under section 23 (1, 2, 3 and 4) of the Owners Corporation Act 2006 and struck according to lot liability, payable quarterly. The levies remain the same as last year

It was resolved that interest will be charged on overdue Levies. The current interest rate is 10% per annum

It was resolved that action can be taken in VCAT to recover arrear Levies

APPOINTMENT OF COMMITTEE AND CHAIRPERSON
Thanks were expressed to Katie Durdin for all the time she has served as Chairperson

Nominations for the committee were:

- Giuseppe Greco Unit 3003
- Sharon Chang Unit 3106
- Manal Darwish Unit 3202
- Oxana Flessa Unit 3203
- Rachel Sandey Unit 3302
- Yasmeen Sahib Unit 5203
- Katie Durdin Unit 5107

The Chairperson will be elected at the first Committee meeting

It was resolved to delegate to the committee by these minutes, all the powers and functions that may be delegated by the Owners Corporation under section 11 of the Owners Corporations Act 2006

The Committee to act as the Grievance Committee

GENERAL BUSINESS
Nil

NEXT MEETING
The next Annual General Meeting will be held in July/August 2023

There being no further business the meeting closed at 12:50pm

Model rules for an owners corporation

PS 638819L OC 1 Sandbelt Close Heatherton Vic 3202

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*.