

# Contract of Sale of Land

**Property: Unit 106, Level 1, 86 Epping Road, Epping Vic 3076**

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of Conveyancers (Victorian Division)



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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* (Vic))

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* (Vic) 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* (Vic).

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### 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.

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**WARNING TO ESTATE AGENTS**

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

# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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:

#### WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../...../.....

for and on behalf of:

.....  
Name of individual

State nature of authority (if applicable):

.....  
Signature of individual

#### WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../...../.....

for and on behalf of:

.....  
Name of individual

State nature of authority (if applicable):

.....  
Signature of individual

**WHERE SIGNATORY IS A COMPANY**

**EXECUTED by** .....

ABN .....  
in accordance with the requirements of s.127  
*Corporations Act 2001 (Cth)* by:

.....  
Name of director

.....  
Signature of director

.....  
Name of director/secretary

.....  
Signature of director/secretary

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 (Vic)*

**SIGNED BY THE VENDOR:**

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../.....

for and on behalf of:

... Deborah Louise Worsley-Pine.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable):

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../.....

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable):

**WHERE SIGNATORY IS A COMPANY:**

**EXECUTED by** .....

ABN .....  
in accordance with the requirements of s.127  
*Corporations Act 2001* (Cth) by:

.....  
Name of director

.....  
Signature of director

.....  
Name of director/secretary

.....  
Signature of director/secretary

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

INFORMATION ONLY

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# Particulars of sale

## Vendor's estate agent

Name: Harcourts Rata & Co .....

Address: 1/337 Settlement Road, Thomastown Vic 3074 .....

Email: sold@rataandco.com.au .....

Tel: (03) 9436 6888..... Mob: ..... Ref: .....

## Vendor.

Name: Deborah Louise Worsley-Pine .....

Address: .....

ABN/ACN: .....

Email: .....

## Vendor's legal practitioner or conveyancer

Name: L N Christie & Co.....

Address: 181 High Street, Thomastown Vic 3074 .....

Email: slobodanka@lnchristie.com.au .....

Tel: (03) 9465 1633..... Mob: ..... Ref: LNC:ST: 26 0098(4)

## Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

## Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Ref: .....

## Land (general conditions 7 and 13)

The land is described in the table below –

Parent Certificate of Title reference	being lot	On proposed plan
Volume 11367 Folio 530	59	PS617864Y
Volume	Folio	

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Unit 106, Floor 1, 86 Epping Road, Epping Vic 3076

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

All fixtures and fittings of a permanent nature: .....

**Payment**

Price \$ .....

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

Balance \$ ..... payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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 and 26.2)

is due on / /20

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

- the above date; and
- the 21st 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 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* (Vic) if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

**Loan** (general condition 20)

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

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: \$ ..... Approval date: ..... / ..... /20.....

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## Special conditions

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

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

INFORMATION ONLY

## SPECIAL CONDITIONS

### 1. Planning Schemes

The Purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

### 2. No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

### 3. Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser 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 of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

### 4. Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

### 5. Auction

The Rules and Information Sheet for the conduct of the auction shall be set out in the Schedule of the Sale of Land (Public Auctions) Regulations 2014 or an rules prescribed by regulation which modify or replace those Rules.

### 6. Guarantee

If a company purchases the property:

- a. Any person who signs this Contract will be personally responsible to comply with the terms and conditions of this contract; and
- b. The directors of the company must sign the Guarantee attached to this Contract and deliver it to the Vendor within 7 days of the day of sale.

## **7. FIRB Approval**

- 7.1. The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.
- 7.2. If there is a breach of the warranty contained in Special Condition 7.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 7.3. This warranty and indemnity do not merge on completion of this contract.

INFORMATION ONLY

# General conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

### 4. NOMINEE

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

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## 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 at the foot 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* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form 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.
- 1.4 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 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).
- 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 –
- 21 days have elapsed since the day of sale; and
  - 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 –
- 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
  - the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- to the vendor's licensed estate agent; or
  - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
- must not exceed 10% of the price; and
  - must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 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.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

- 14.6 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.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 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.

## 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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

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

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

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

18.6 Settlement occurs when the workspace records that –

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

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

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

18.9 The vendor must before settlement –

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

## 19. GST

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

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

- (a) the 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, unless the margin scheme applies.

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement 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 these general conditions –
- (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 –
    - (i) a registered building surveyor;
    - (ii) a registered building inspector;
    - (iii) a registered domestic builder; or
    - (iv) an architect,which is –
    - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
    - (vi) identifies a current defect in a structure on the land; andthe author states is a major 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 inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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 basis that 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
- 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.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962 (Vic)* applies.

### 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)* (Tax Act) 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 Tax Act. 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 Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite –
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
 despite –
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
  - (a) settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to –
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.
- 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.

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## 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 authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.

27.4 Any document properly sent by –

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

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 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.

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962 (Vic)* applies.

## 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 (Vic)* –

- (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 (Vic)*; 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

### 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.

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## Default

### 33. INTEREST

Interest at the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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 or acceptance by the vendor of a repudiation by the purchaser –
- (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.
- 

INFORMATION ONLY

# 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..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

# 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](http://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.

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

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# Section 32 Statement

## Instructions for completing this document

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

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

"Nil" may be written in any of the rectangular boxes if appropriate.

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

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

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

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

**Land**

UNIT 106, FLOOR 1, 86 EPPING ROAD, EPPING VIC 3076

**Vendor's name**

DEBORAH LOUISE WORSLEY-PINE

**Date**

/ /

**Vendor's signature**

**Vendor's name**

**Date**

/ /

**Vendor's signature**

**Purchaser's name**

**Date**

/ /

**Purchaser's signature**

**Purchaser's name**

**Date**

/ /

**Purchaser's signature**

## Important information

Legal practitioners using this document should check for any subsequent changes in the law. The Law Institute of Victoria, its contractors and agents are not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in the precedent document, or any other changes in the law or understanding of the law, arising from any legislative instruments or the decision of any court or tribunal, whether before or after this precedent was prepared, first published, sold or used.

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### 1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$

OR

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

OR

(c) Their amounts are:

	Authority	Amount	Interest (if any)
(1)		(1) \$	(1) \$
(2)		(2) \$	(2) \$

(d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge<sup>1</sup>, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$

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

\$

To

#### 1.3 Terms Contract

This section 1.3 only applies if this section 32 statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

#### 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this section 32 statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

<sup>1</sup> Other than any GST payable in accordance with the contract.

1.5. **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

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

**2. INSURANCE**

**2.1 Damage and Destruction**

This section 2.1 only applies if this section 32 statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

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

OR

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

**2.2 Owner-Builder**

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

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

OR

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

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

**3. LAND USE**

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

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

Is in the attached copies of title document/s.

OR

Is as follows:

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

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

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

**3.4 Planning Scheme**

Attached is a certificate with the required specified information.

OR

The required specified information is as follows:

(a) Name of planning scheme	Whittlesea Planning Scheme
(b) Name of responsible authority	Whittlesea City Council
(c) Zoning of the land	General Residential Zone
(d) Name of planning overlay	

## 4. NOTICES

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

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge: None to the Vendors knowledge.

Are contained in the attached certificates and/or statements.

OR

Are as follows:

### 4.2 Agricultural Chemicals

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

### 4.3 Compulsory Acquisition

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

## 5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land): Not applicable.

Are contained in the attached certificate.

OR

Are as follows:

## 6. OWNERS CORPORATION

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

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

OR

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

OR

6.3 The owners corporation is an inactive owner's corporation.<sup>2</sup>

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

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

### 7.1 Work-in-Kind Agreement

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

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

### 7.2 GAIC Recording

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

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

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

## 8. SERVICES

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

- Electricity supply     Gas supply     Water supply     Sewerage     Telephone services

## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

OR

### (b) General Law Title

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

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

- (a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

OR

- (b) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

### 10.2 Staged Subdivision

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

*Subdivision Act 1988.*

- (a) Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
- (d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

### 10.3 Further Plan of Subdivision

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

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

## 11. DISCLOSURE OF ENERGY INFORMATION

*(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this section 32 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 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Are contained in the attached building energy efficiency certificate.

OR

Are as follows:

## 12. DUE DILIGENCE CHECKLIST

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this section 32 statement but the checklist may be attached as a matter of convenience.)*

## 13. ATTACHMENTS

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

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

*(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

Register Search Statement - Volume 11367 Folio 530

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

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

VOLUME 11367 FOLIO 530

Security no : 124133431813Y  
Produced 31/03/2026 01:47 PM

LAND DESCRIPTION

Lot 59 on Plan of Subdivision 617864Y.  
PARENT TITLE Volume 11218 Folio 613  
Created by instrument PS617864Y/D3 01/08/2012

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
DEBORAH LOUISE WORSLEY-PINE of 825 ROYAL CRESCENT KINGLAKE VIC 3763  
AR798434R 21/12/2018

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS617864Y 05/08/2010

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

DIAGRAM LOCATION

SEE PS617864Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: "WARATAH GARDENS" UNIT 106 FLOOR 1 86 EPPING ROAD EPPING VIC 3076

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS617864Y  
OWNERS CORPORATION 3 PLAN NO. PS617864Y

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 31/03/2026, for Order Number 90587272. Your reference: Worsley-Pine 26 0098(4).

INFORMATION ONLY



# Department of Transport and Planning

## Electronic Instrument Statement

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

Produced 31/03/2026 01:47:30 PM

Status	Registered	Dealing Number	AR798434R
Date and Time Lodged	21/12/2018 01:22:07 PM		

### Lodger Details

Lodger Code	19990A
Name	JAMES & CO CONVEYANCING
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

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

### Land Title Reference

11367/530

### Transferor(s)

Given Name(s)	LEONARDO
Family Name	LUGARA

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 280000

### Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	DEBORAH LOUISE
Family Name	WORSLEY-PINE
Address	
Street Number	825
Street Name	ROYAL
Street Type	CRESCENT



# Department of Transport and Planning

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## Electronic Instrument Statement

Locality	KINGLAKE
State	VIC
Postcode	3763

---

**Duty Transaction ID**  
4483756

---

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

---

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	LEONARDO LUGARA
Signer Name	JULIA VON SIERAKOWSKI
Signer Organisation	SARGEANTS- PORT PHILLIP
Signer Role	CONVEYANCING PRACTICE
Execution Date	21 DECEMBER 2018

---

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	DEBORAH LOUISE WORSLEY-PINE
Signer Name	ANDREW JAMES CURTIS
Signer Organisation	JAMES & CO CONVEYANCING
Signer Role	CONVEYANCING PRACTICE
Execution Date	21 DECEMBER 2018

---

**File Notes:**  
NIL

---

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.  
Statement End.

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

**LOCATION OF LAND**

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

**COUNCIL CERTIFICATION AND ENDORSEMENT**

COUNCIL NAME: WHITTLESEA CITY COUNCIL REF: 606662

- ~~This plan is certified under Section 6 of the Subdivision Act 1988.~~
- This plan is certified under Section 11(7) of the Subdivision Act 1988.  
 Date of original certification under Section 6. 01 / 10 / 2008
- 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 ~~not~~ been made.

(ii) The requirement has been satisfied.

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

~~Council Delegate~~  
~~Council Seal~~ \_\_\_\_\_ Date \_\_\_\_\_

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

Council Delegate *Mark Tomkinson*  
~~Council Seal~~ \_\_\_\_\_ Date 28 / 6 / 2010

**VESTING OF ROADS AND/OR RESERVES**

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

**NOTATIONS**

STAGING ~~This is~~ not a staged subdivision.  
 Planning permit No : \_\_\_\_\_

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

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK, PSM 27 Parish of Wollert.

**A RESTRICTION IS TO BE CREATED UPON REGISTRATION OF THIS PLAN - SEE SHEET 33**

**LRS USE ONLY**

STATEMENT OF COMPLIANCE/  
 EXEMPTION STATEMENT

RECEIVED  DATE 26/07/2010

**EASEMENT INFORMATION**

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

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

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

PLAN REGISTERED  
 TIME 9:35am  
 05/08/2010  
 DATE T.T.O.

Assistant Registrar of Titles

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

BUILDINGS NOT REPRESENTING BOUNDARIES ARE DENOTED THIS : \_\_\_\_\_ and \_\_\_\_\_

**SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGS 2011 APPLY**

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

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

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

LICENSED SURVEYOR (PRINT) MARK CHARLES TOMKINSON

SIGNATURE *Mark Tomkinson*

DATE 21/12/08

REF 2736 PS

VERSION F

*Mark Tomkinson*  
 DATE 28/6/2010  
 COUNCIL DELEGATE SIGNATURE  
 SHEET 1 OF 25 SHEETS

<b>PLAN OF SUBDIVISION</b>	STAGE No. _____	LRS USE ONLY EDITION	PLAN NUMBER <b>PS 617864Y</b>
----------------------------	--------------------	-------------------------	----------------------------------

COMMON PROPERTY NO. 1 IS ALL THE LAND IN THIS PLAN EXCEPT THE ROADS R1 TO R3 (B.I.), RESERVE NO. 1, AND COMMON PROPERTY NO. 2 TO COMMON PROPERTY NO. 8 (B.I.).

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

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

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

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

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

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

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

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

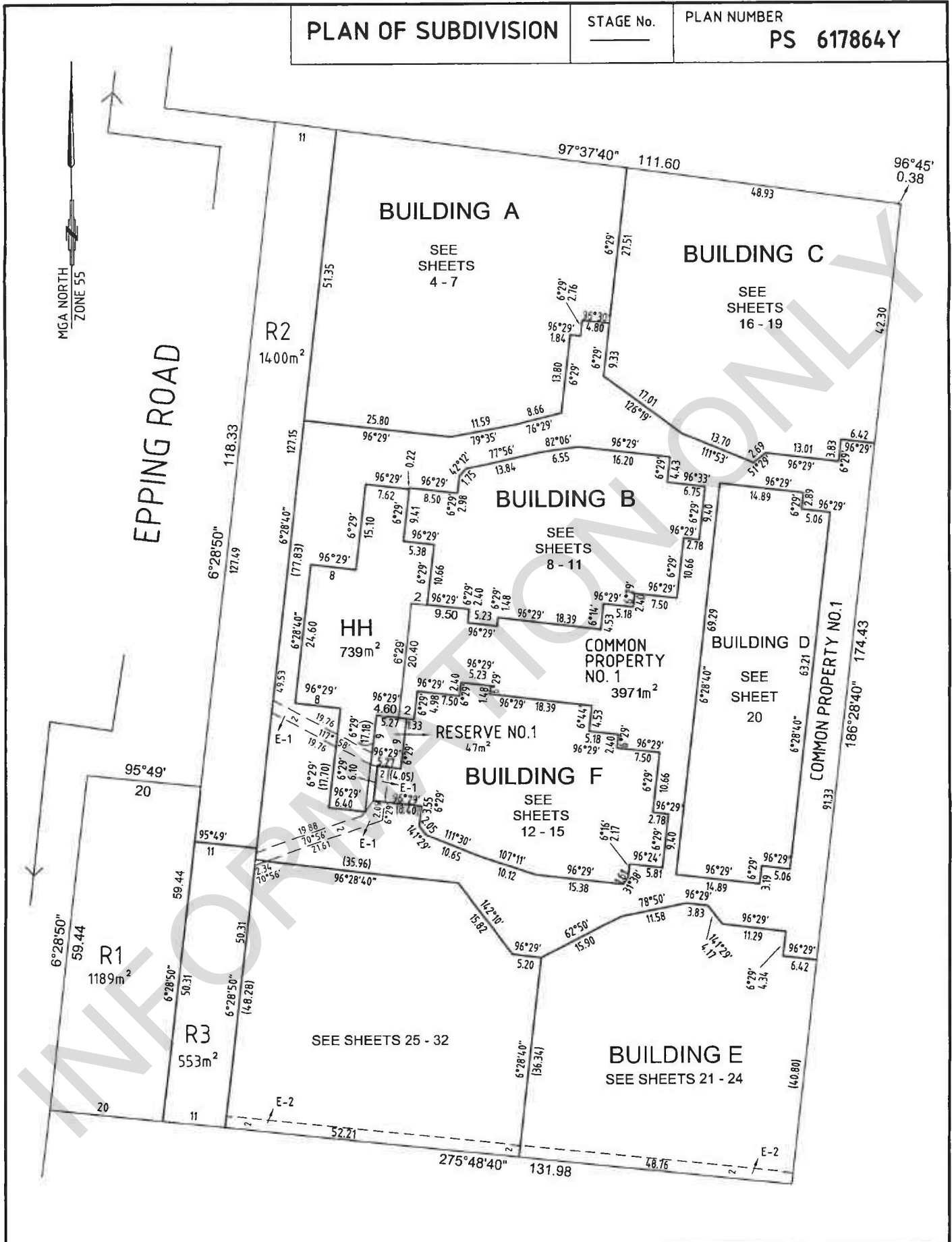
Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054	LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON	DATE / /	DATE / /
	SIGNATURE DIGITALLY SIGNED ..... REF	VERSION	COUNCIL DELEGATE SIGNATURE SHEET 2

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 617864Y



LICENSED SURVEYOR MARK CHARLES TOMKINSON

SHEET 3

SIGNATURE

*[Handwritten Signature]*

DATE 21/4/08 REF 2736 PS VERSION F

DATE 28/6/2010

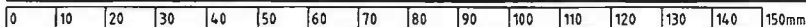
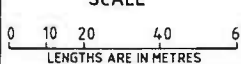
COUNCIL DELEGATE SIGNATURE

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

ORIGINAL

SCALE SHEET SIZE  
1:600 A3

SCALE

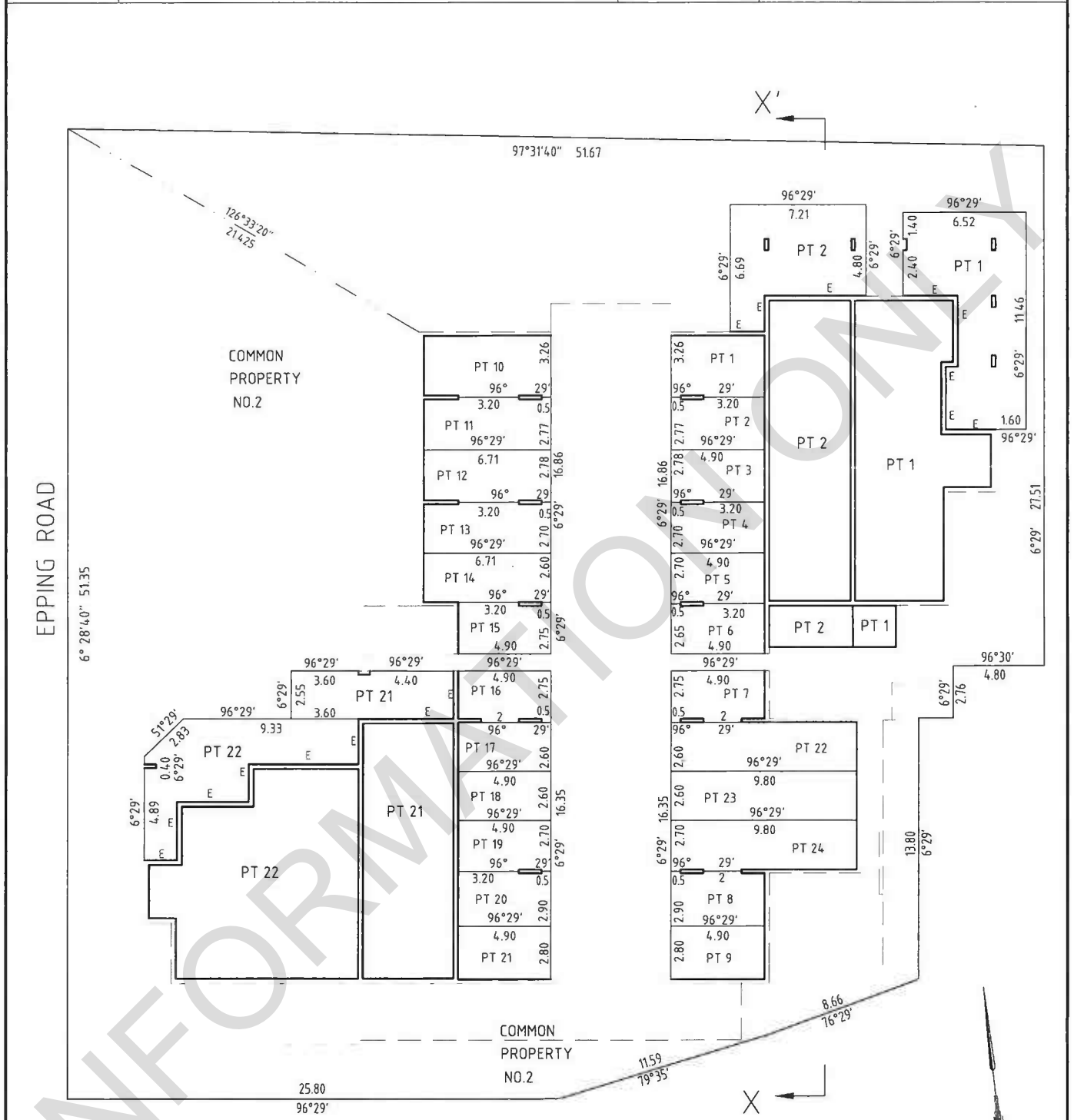


PLAN UNDER SECTION 32 OF  
THE SUBDIVISION ACT 1988

LRS USE ONLY

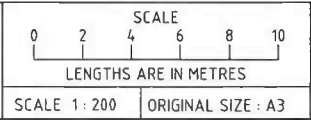
PLAN NUMBER

PS 617864Y



**BUILDING A**  
**DIAGRAM 1 GROUND LEVEL**

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



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

DATE / /  
COUNCIL DELEGATE SIGNATURE  
SHEET 4

MGA 94  
ZONE 55

PLAN UNDER SECTION 32 OF  
THE SUBDIVISION ACT 1988

LRS USE ONLY

PLAN NUMBER

PS 617864Y

EPHING ROAD

COMMON  
PROPERTY  
NO.2

$126^{\circ}33'20''$   
 $\frac{21425}{527}$

X'

PT 8

PT 7

PT 4

PT 3

PT 8

PT 7

PT 4

COMMON PROPERTY NO.2

PT 16

PT 15

PT 14

PT 13

PT 11

PT 23

PT 16

PT 15

PT 14

PT 13

PT 11

MGA 94,  
ZONE 55

COMMON  
PROPERTY  
NO.2

X

**BUILDING A**  
**DIAGRAM 2 FIRST FLOOR LEVEL**

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

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

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

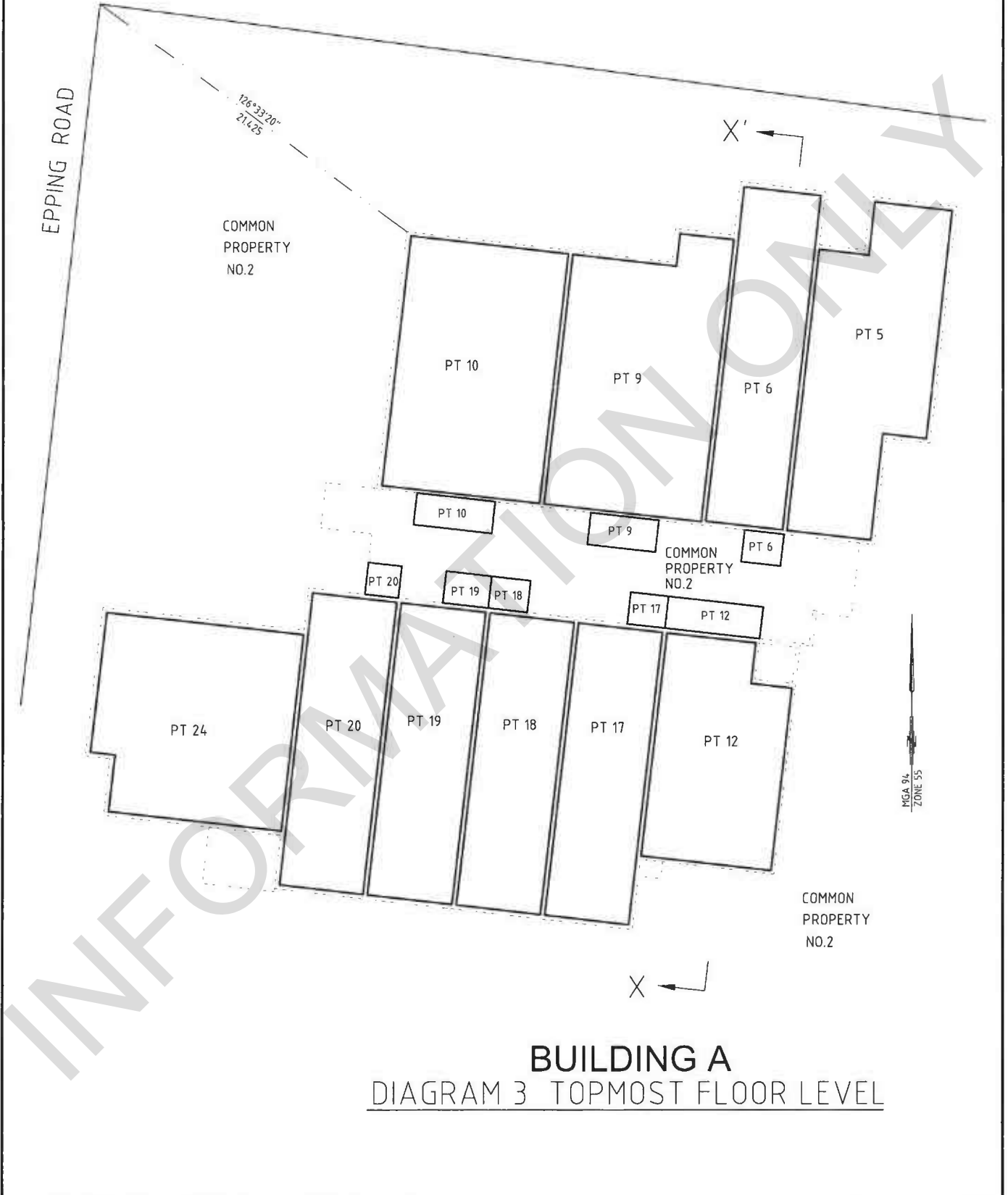
DATE / /  
COUNCIL DELEGATE SIGNATURE  
SHEET 5

PLAN UNDER SECTION 32 OF  
THE SUBDIVISION ACT 1988

LRS USE ONLY

PLAN NUMBER

PS 617864Y



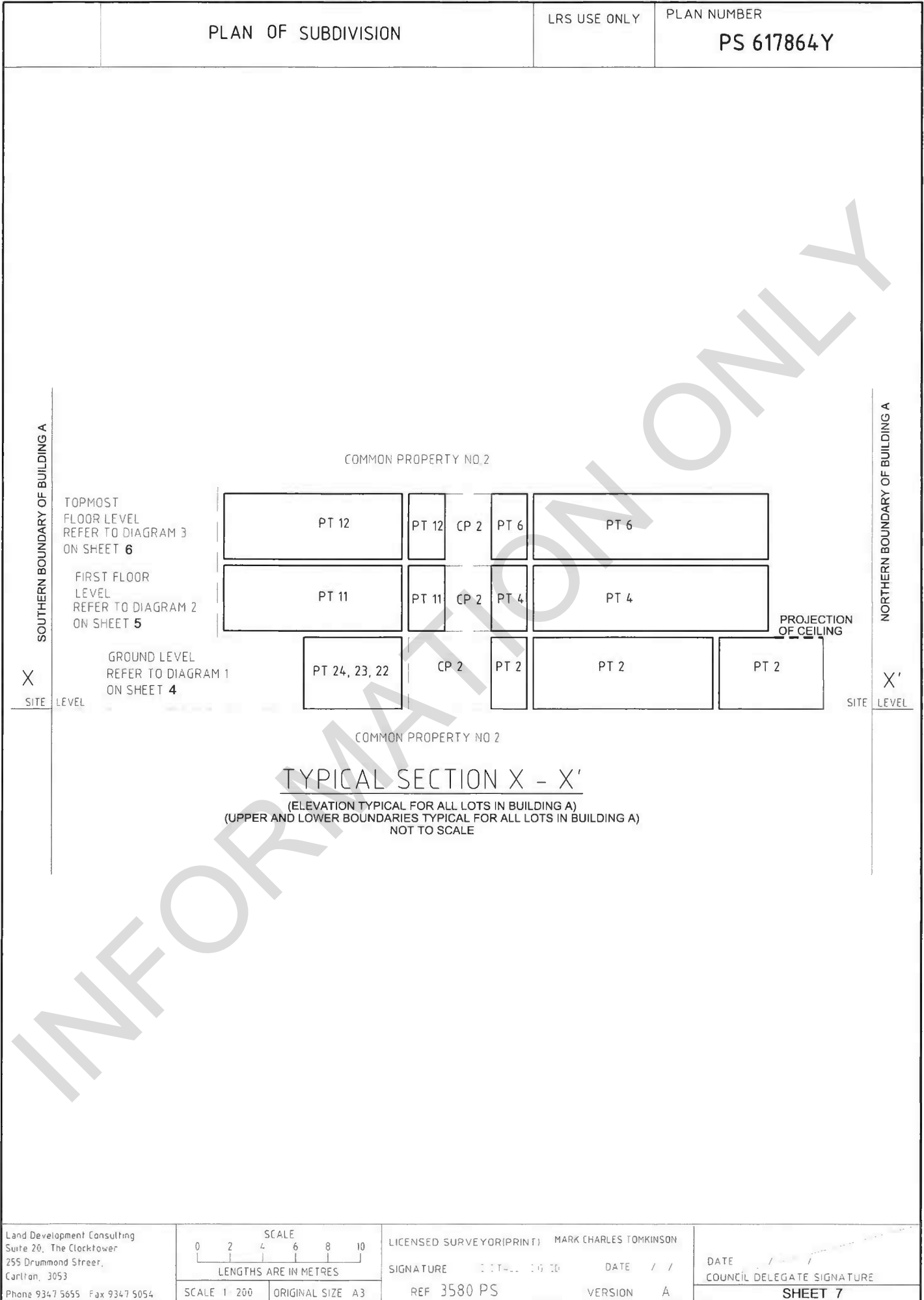
Land Development Consulting  
Suite 20, The Clocktower  
255 Drummond Street,  
Carlton, 3053  
Phone 9347 5655 Fax 9347 5054

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LENGTHS ARE IN METRES  
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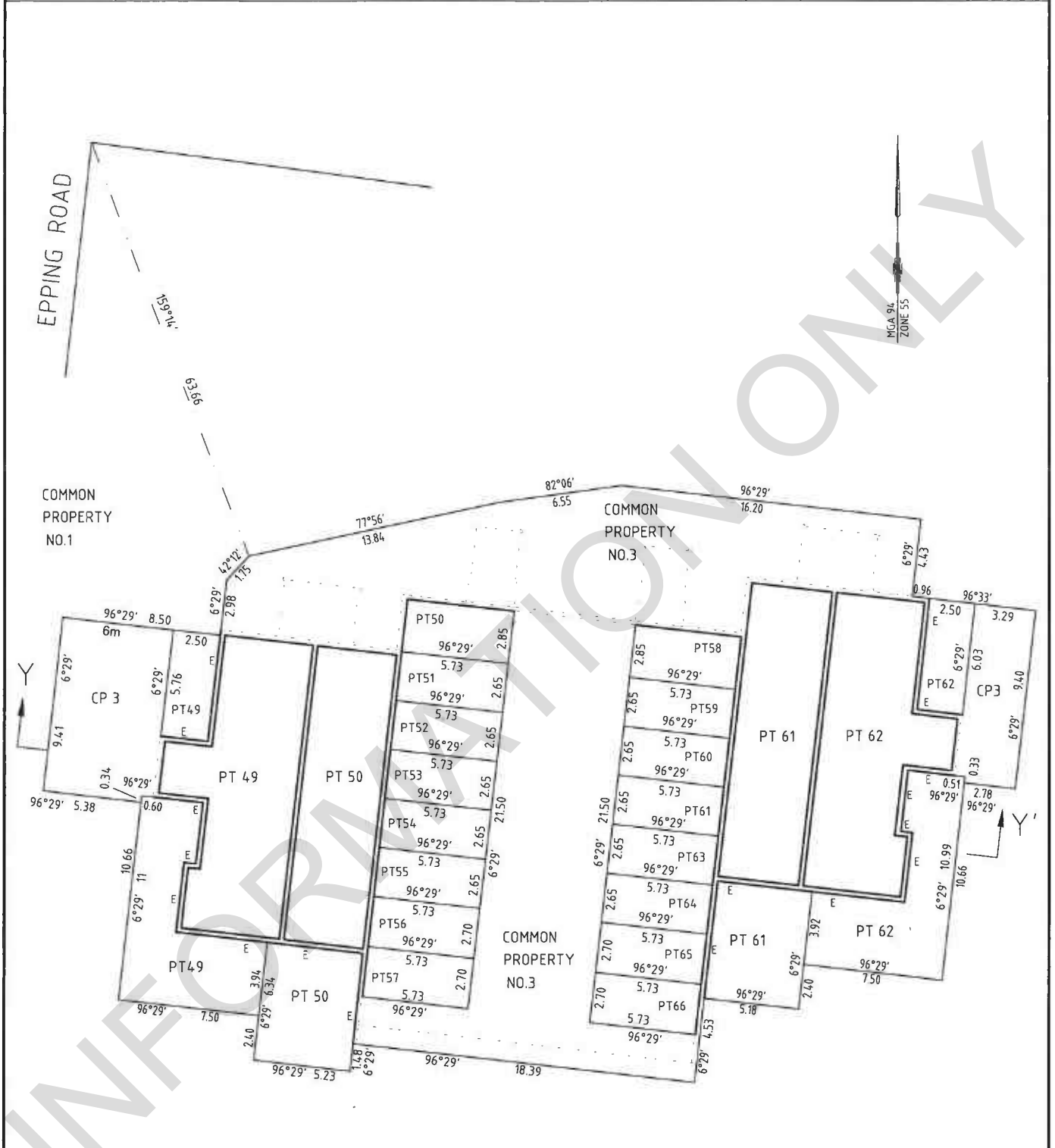
LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON  
SIGNATURE \_\_\_\_\_ DATE / /  
REF 3580 PS VERSION A

DATE / /  
COUNCIL DELEGATE SIGNATURE  
SHEET 6

Signed by Council: Whittlesea City Council, Original Certification: 11/08/2011, Recertification: 01/09/2011, S.O.C.: 01/09/2011

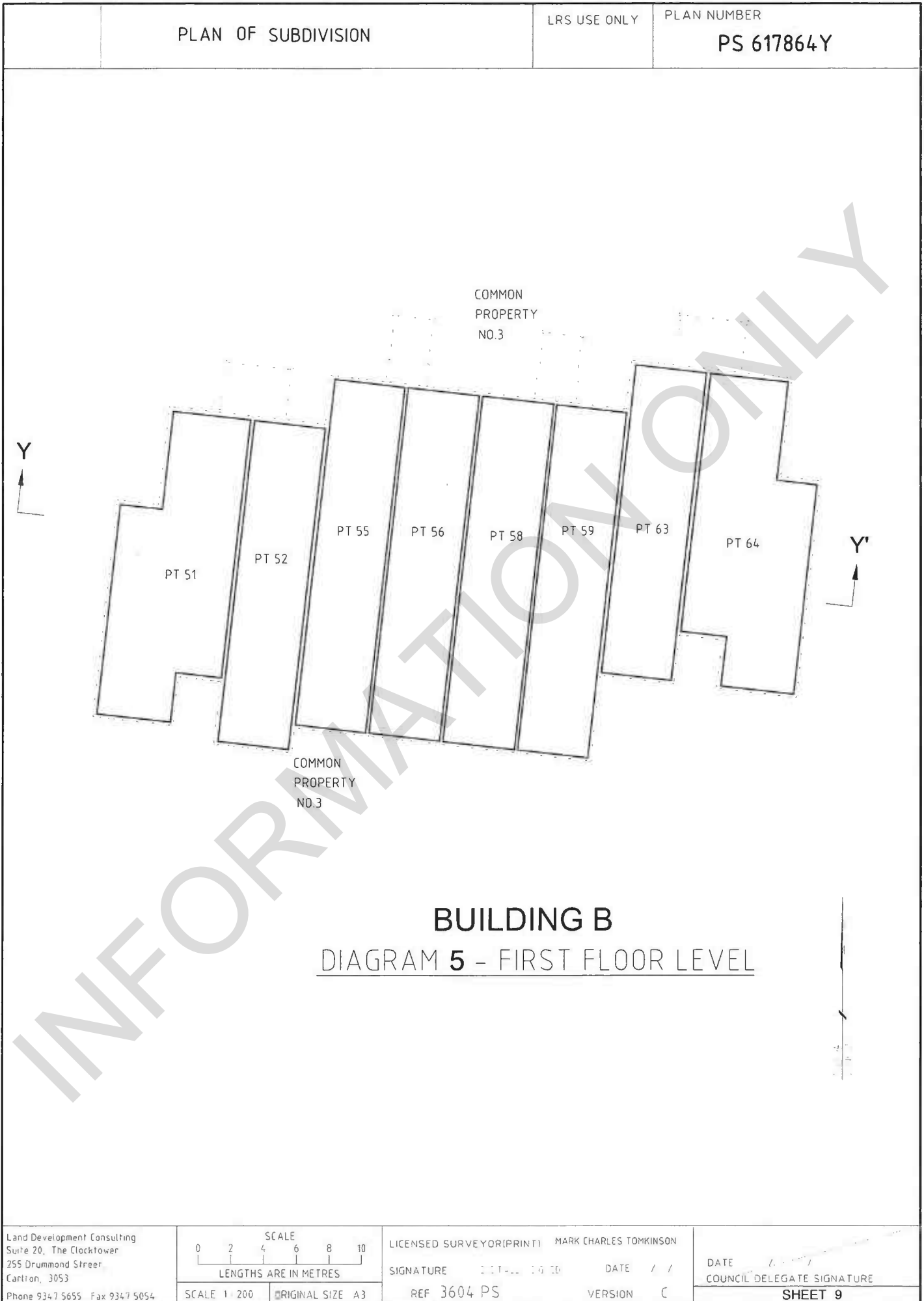


<b>PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988</b>	LRS USE ONLY	PLAN NUMBER <b>PS 617864Y</b>
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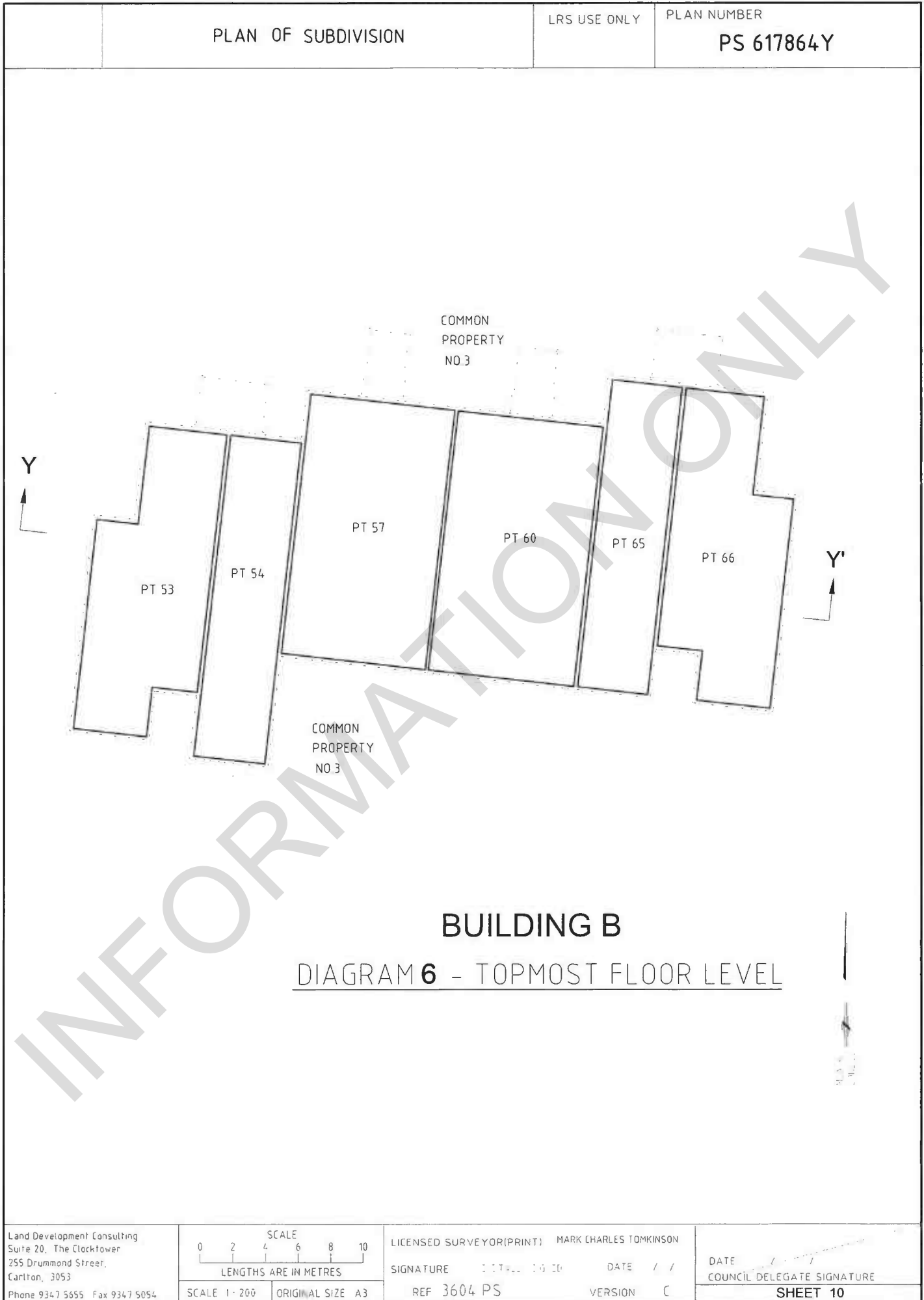


**BUILDING B**  
**DIAGRAM 4 - GROUND LEVEL**

Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON	DATE / /
	SCALE 1: 200 ORIGINAL SIZE: A3	SIGNATURE ..... DATE / / REF 3604 PS VERSION C	DATE / / COUNCIL DELEGATE SIGNATURE SHEET 8

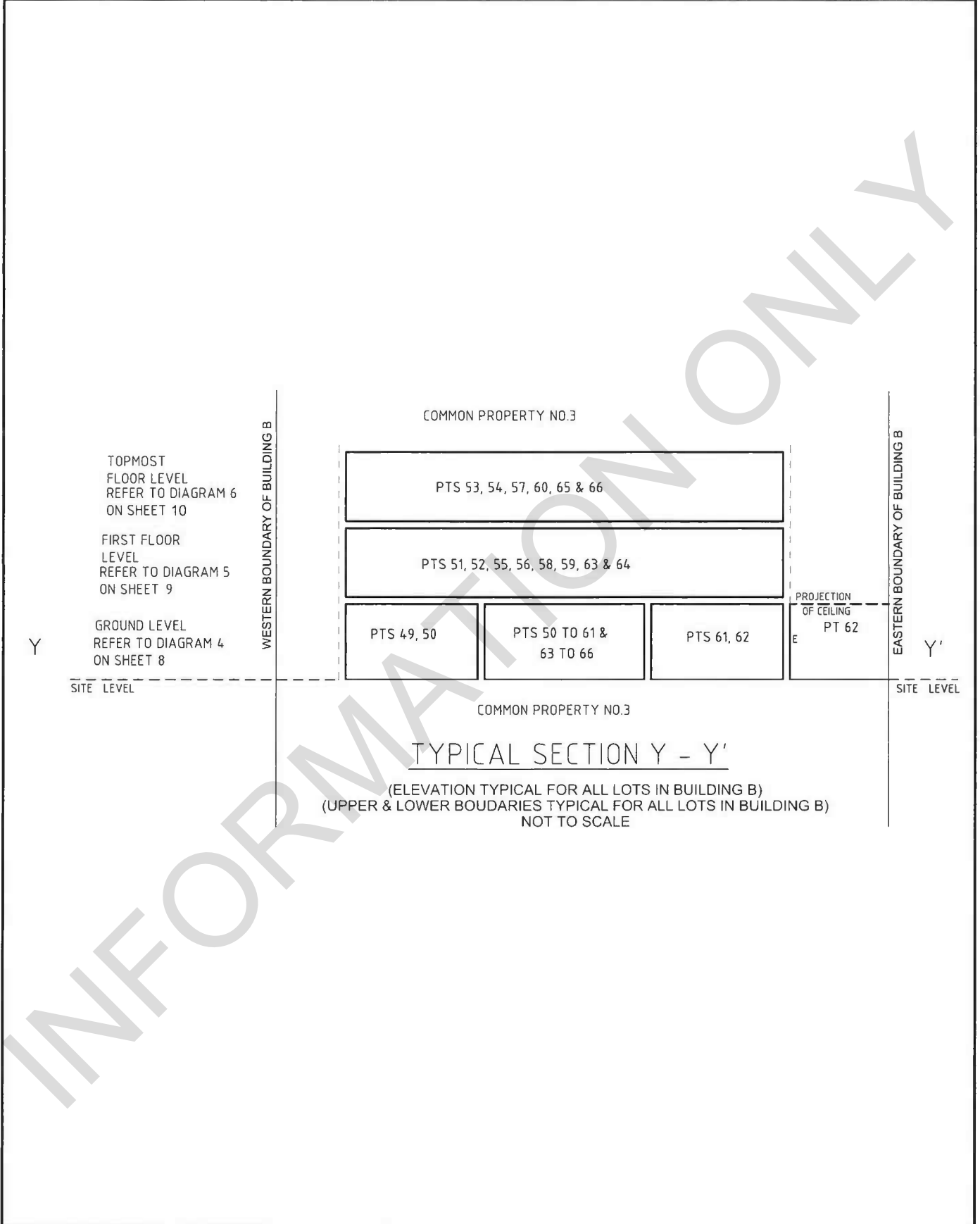


<p>Land Development Consulting Suite 20, The Clocktower 255 Drummond Street Carlton, 3053 Phone 9347 5655 Fax 9347 5054</p>	<p>SCALE</p> <p>LENGTHS ARE IN METRES</p> <p>SCALE 1:200 ORIGINAL SIZE A3</p>	<p>LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON</p> <p>SIGNATURE DATE / /</p> <p>REF 3604 PS VERSION C</p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p style="text-align: center; font-weight: bold;">SHEET 9</p>
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Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054	SCALE LENGTHS ARE IN METRES SCALE 1:200 ORIGINAL SIZE A3	LICENSED SURVEYOR(PRINT): MARK CHARLES TOMKINSON SIGNATURE: [Signature] DATE: / / REF 3604 PS VERSION C	DATE: / / COUNCIL DELEGATE SIGNATURE: [Signature] <b>SHEET 10</b>
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<b>PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988</b>	LRS USE ONLY	PLAN NUMBER <b>PS 617864Y</b>
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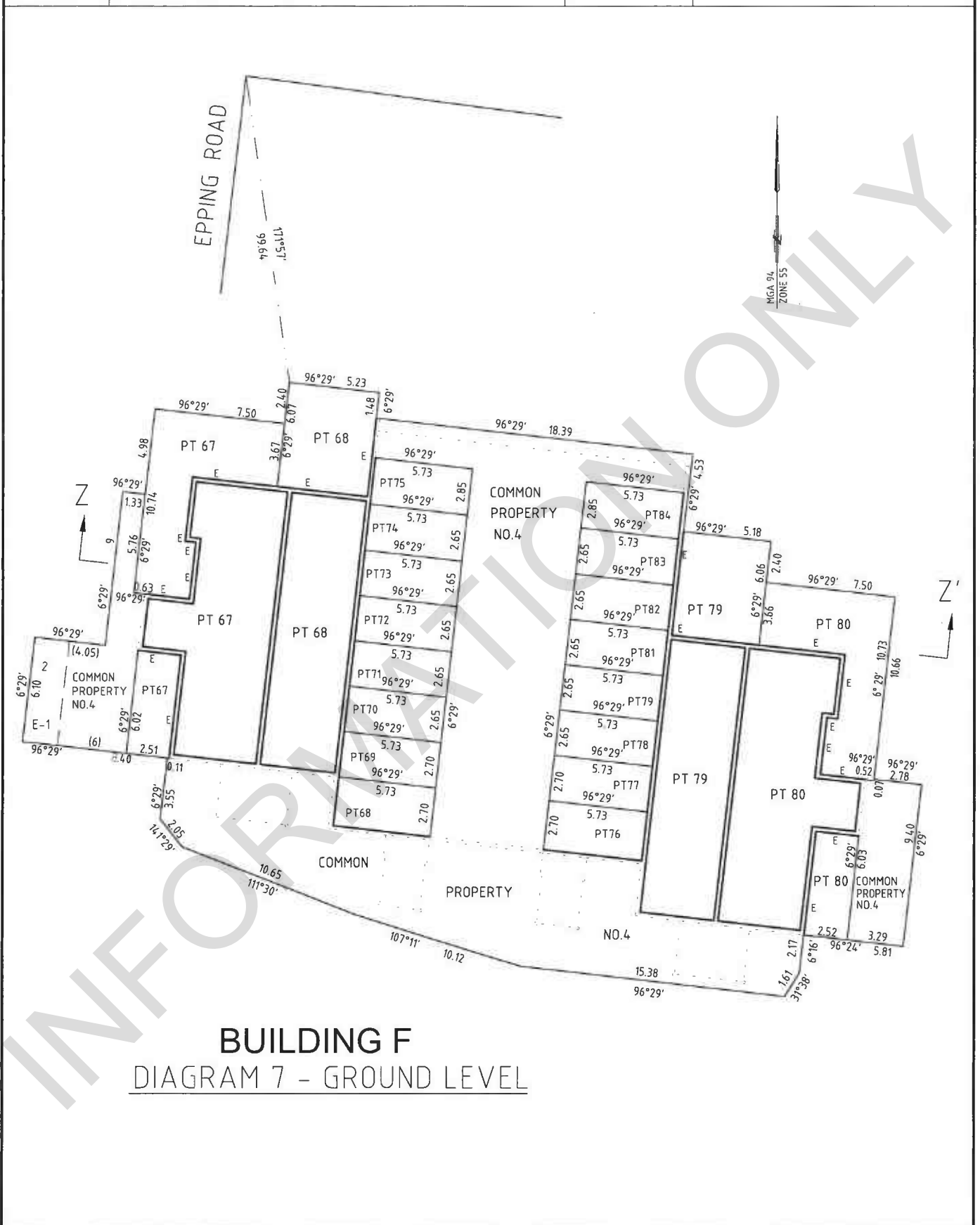
Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054	SCALE 0 2 4 6 8 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR(PRINT) <u>MARK CHARLES TOMKINSON</u>	DATE / /
	SCALE 1:200 ORIGINAL SIZE: A3	SIGNATURE _____ DATE / / REF 3604 PS VERSION C	DATE / / COUNCIL DELEGATE SIGNATURE SHEET 11

PLAN UNDER SECTION 32 OF  
THE SUBDIVISION ACT 1988

LRS USE ONLY

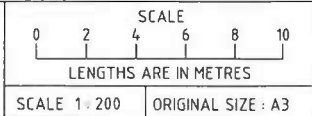
PLAN NUMBER

PS 617864Y



**BUILDING F**  
**DIAGRAM 7 - GROUND LEVEL**

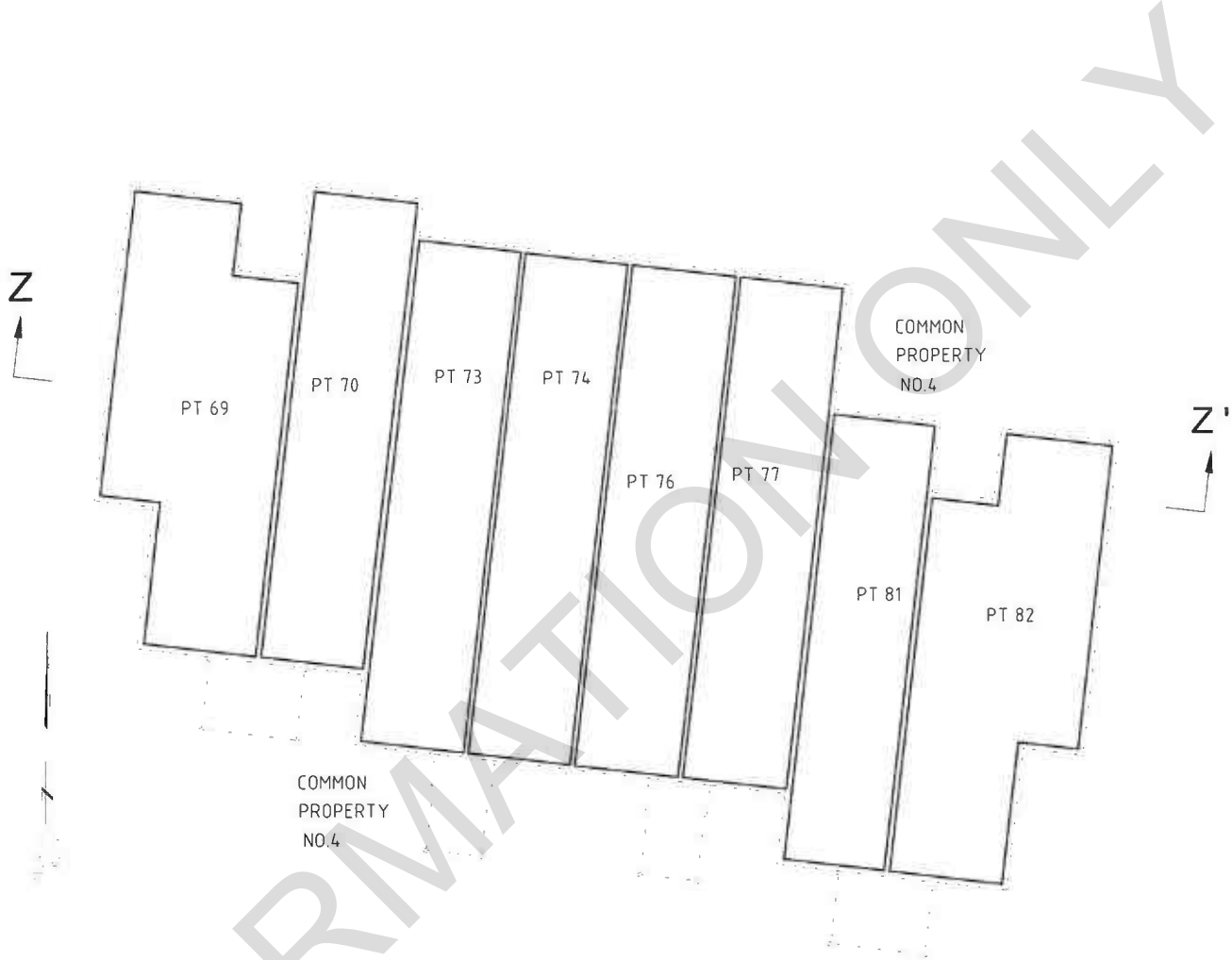
Land Development Consulting  
Suite 20, The Clocktower  
255 Drummond Street,  
Carlton, 3053  
Phone 9347 5655 Fax 9347 5054



LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON  
SIGNATURE \_\_\_\_\_ DATE / /  
REF 3605 PS VERSION C

DATE / /  
COUNCIL DELEGATE SIGNATURE  
SHEET 12

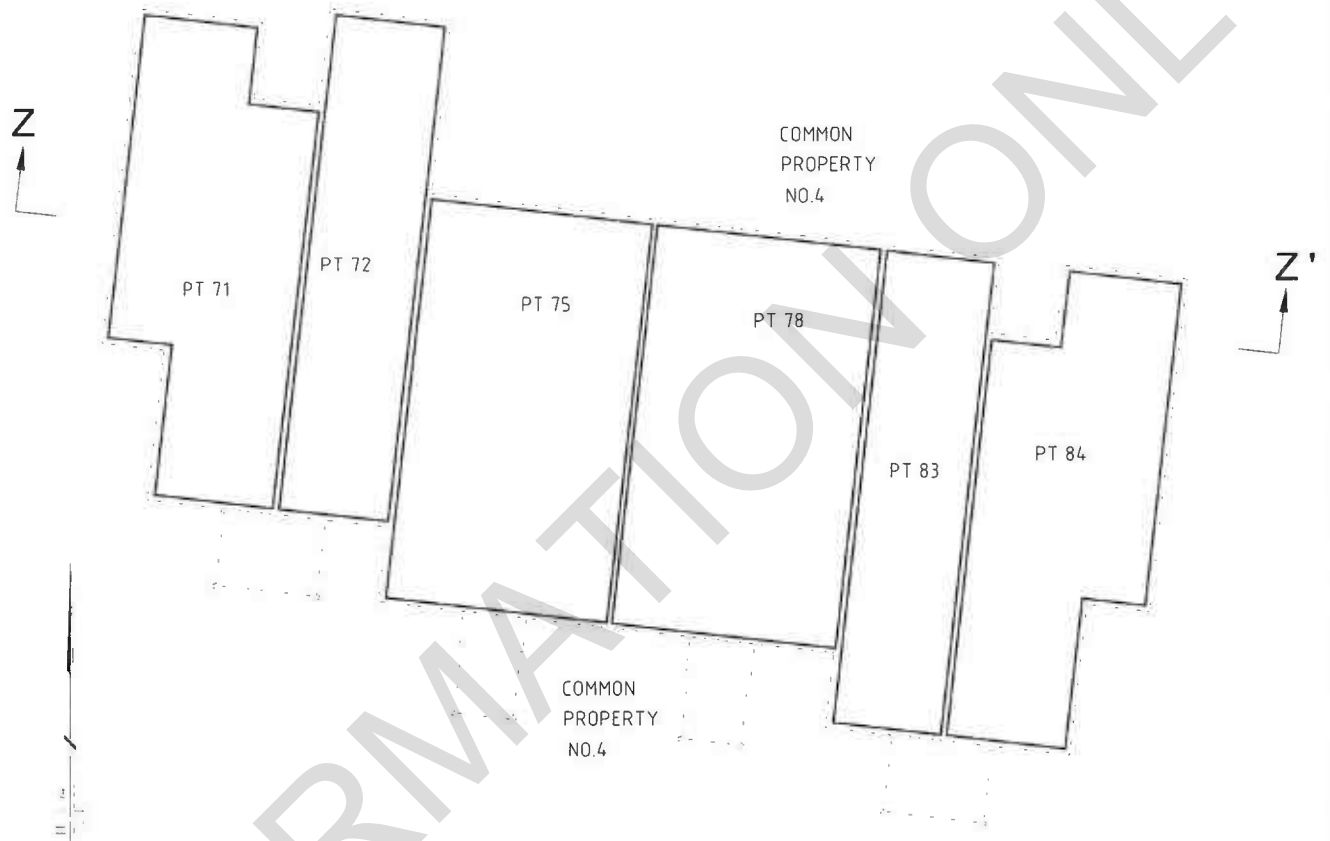
PLAN OF SUBDIVISION	LRS USE ONLY	PLAN NUMBER <b>PS 617864Y</b>
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**BUILDING F**  
**DIAGRAM 8 - FIRST FLOOR LEVEL**

Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone: 9347 5655 Fax: 9347 5054	SCALE 0 2 4 6 8 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON SIGNATURE [Signature] DATE / /	DATE / / COUNCIL DELEGATE SIGNATURE
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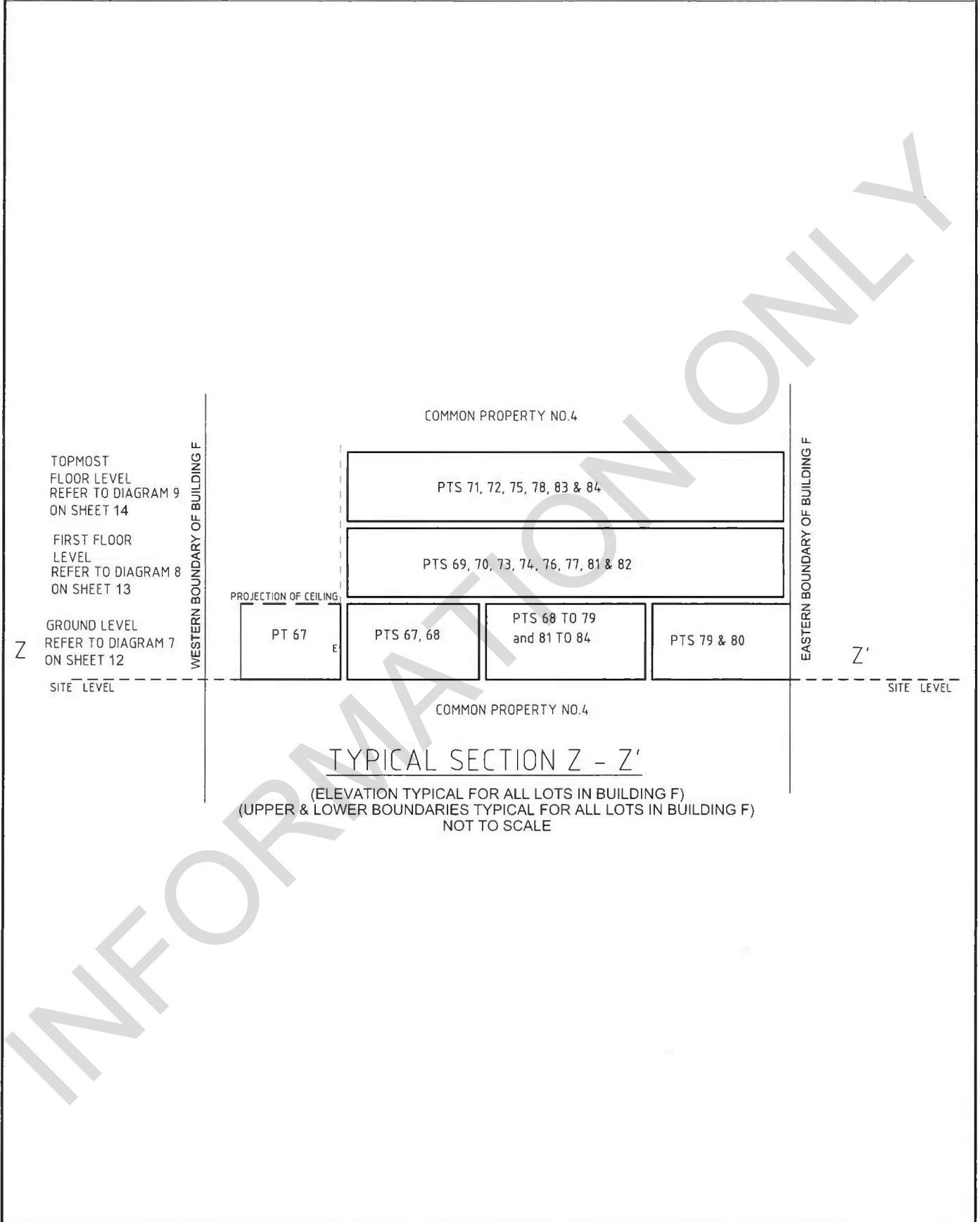
PLAN OF SUBDIVISION	LRS USE ONLY	PLAN NUMBER <b>PS 617864Y</b>
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**BUILDING F**  
**DIAGRAM 9 - TOPMOST FLOOR LEVEL**

Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054	SCALE 0 2 4 6 8 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON	DATE / /
	SCALE 1:200 ORIGINAL SIZE A3	SIGNATURE [Signature] DATE / /	COUNCIL DELEGATE SIGNATURE
REF 3605 PS		VERSION C	<b>SHEET 14</b>

<b>PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988</b>	LRS USE ONLY	PLAN NUMBER <b>PS 617864Y</b>
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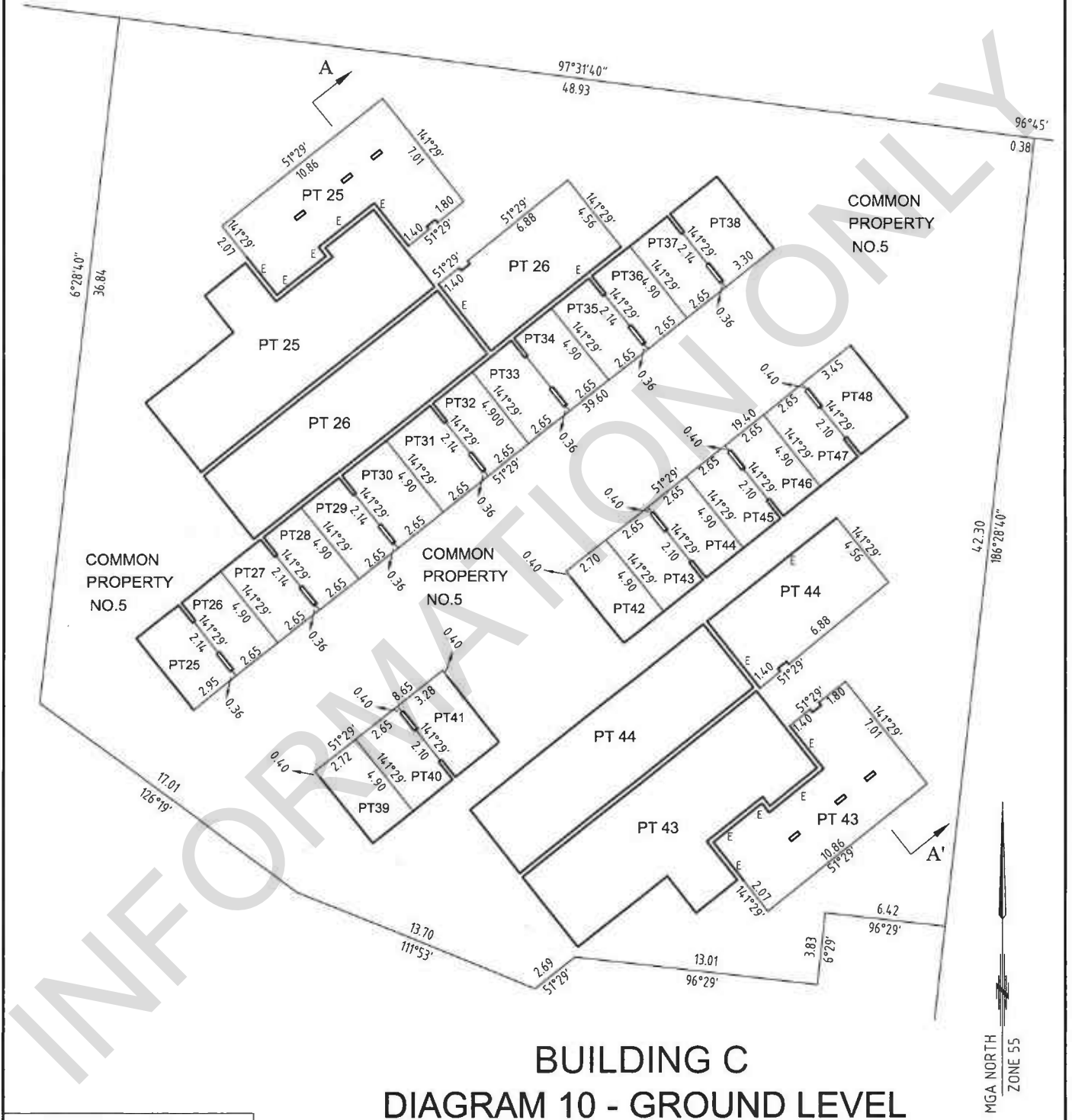


Land Development Consulting Suite 20, The Clocktower 255 Drummond Street, Carlton, 3053 Phone 9347 5655 Fax 9347 5054	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR(PRINT) <b>MARK CHARLES TOMKINSON</b>	DATE / /
	SCALE 1:200 ORIGINAL SIZE: A3	SIGNATURE _____ DATE / / REF 3605 PS VERSION C	COUNCIL DELEGATE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

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

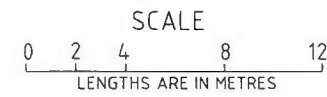
LRS USE ONLY  
EDITION

PLAN NUMBER  
PS 617864Y



**BUILDING C  
DIAGRAM 10 - GROUND LEVEL**

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



ORIGINAL	SHEET SIZE
SCALE 1:200	A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON
SIGNATURE _____ DATE / /
REF 3670 PS Sec 32 Plan VERSION A

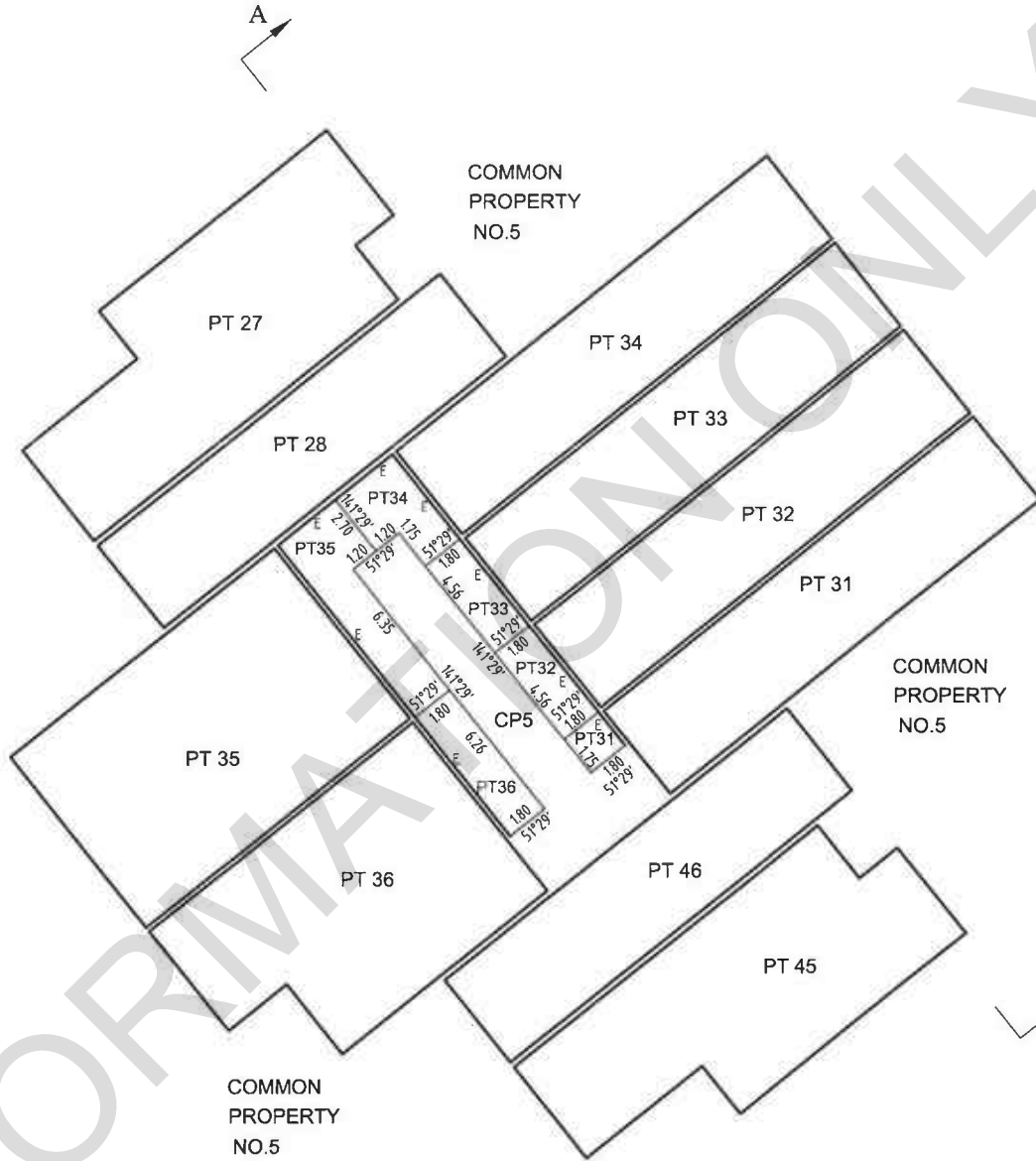
SHEET 16
DATE / /
COUNCIL DELEGATE SIGNATURE _____

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

LRS USE ONLY  
EDITION

PLAN NUMBER  
**PS 617864Y**

MGA NORTH  
ZONE 55



**BUILDING C**  
**DIAGRAM 11 - FIRST FLOOR LEVEL**

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



ORIGINAL  
SCALE  
1:200  
SHEET  
SIZE  
A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON  
SIGNATURE ..... DATE / /  
REF 3670 PS Sec 32 Plan VERSION A

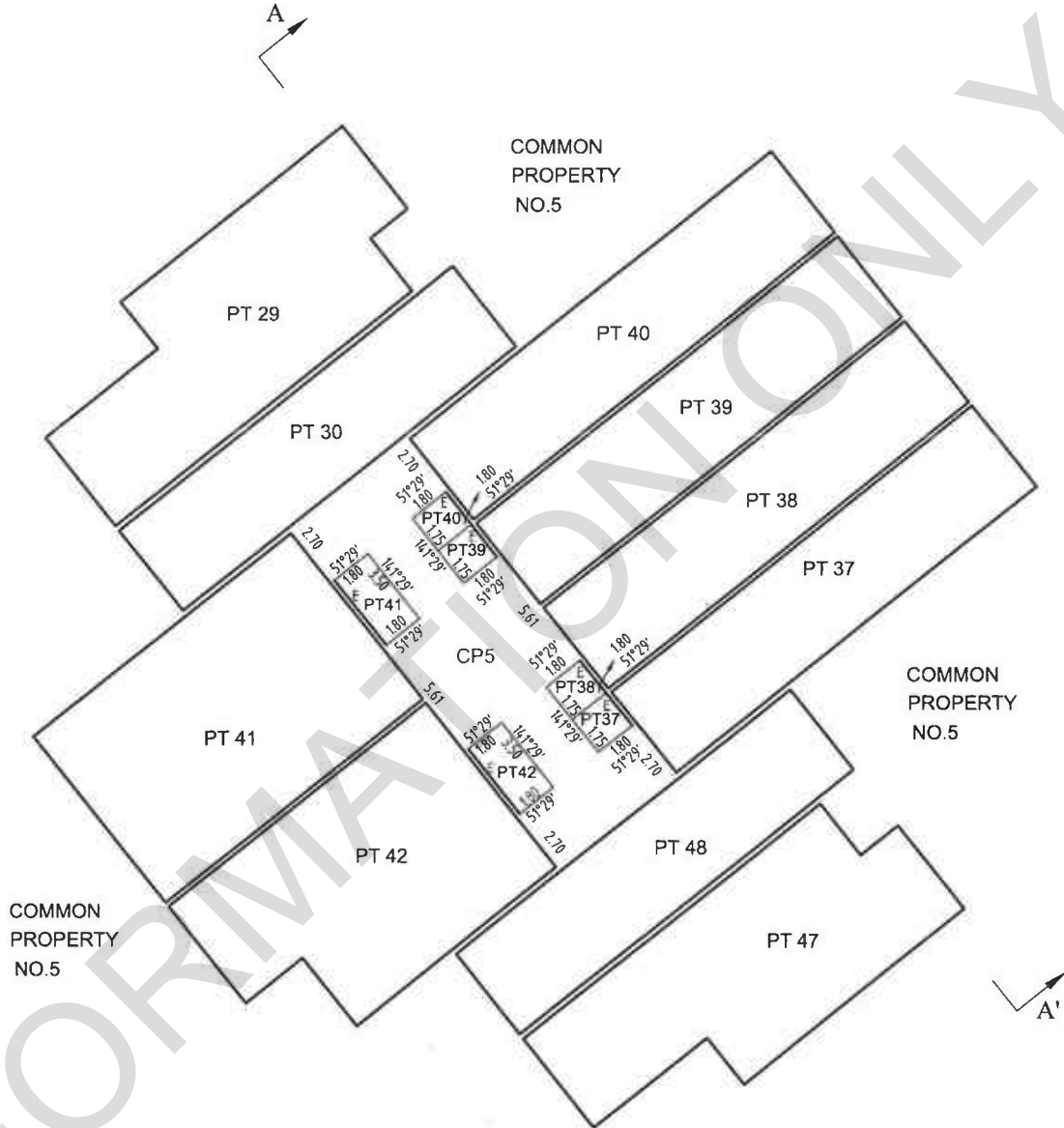
SHEET 17  
DATE / /  
COUNCIL DELEGATE SIGNATURE

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

LRS USE ONLY  
EDITION

PLAN NUMBER  
**PS 617864Y**

MGA NORTH  
ZONE 55



**BUILDING C**  
**DIAGRAM 12 - TOPMOST FLOOR LEVEL**

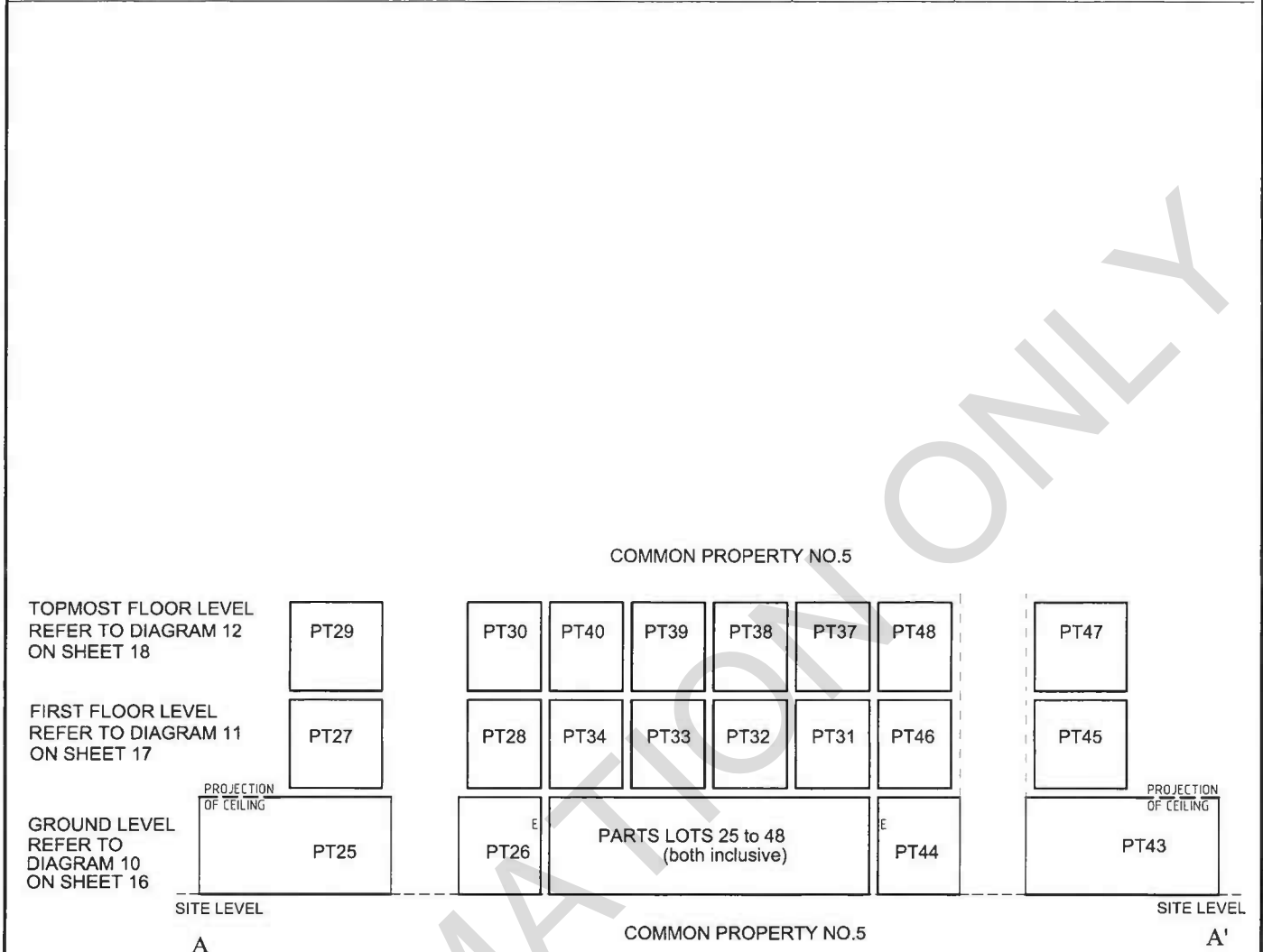
Land Development Consulting  
Suite 20, The Clocktower  
255 Drummond Street, Carlton, 3053  
Phone 9347 5655 Fax 9347 5054



ORIGINAL  
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SHEET SIZE A3

LICENSED SURVEYOR(PRINT) MARK CHARLES TOMKINSON  
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REF 3670 PS Sec 32 Plan VERSION A

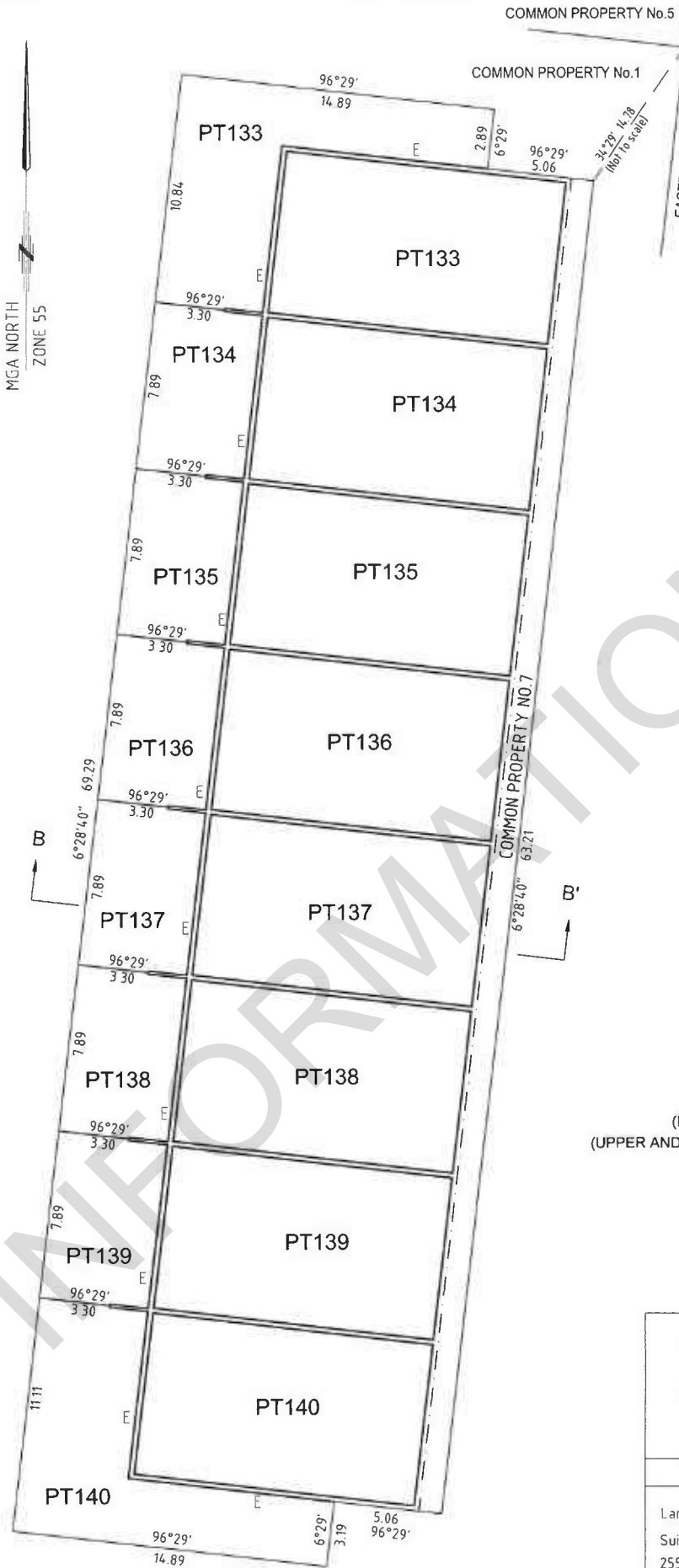
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DATE / /  
COUNCIL DELEGATE SIGNATURE



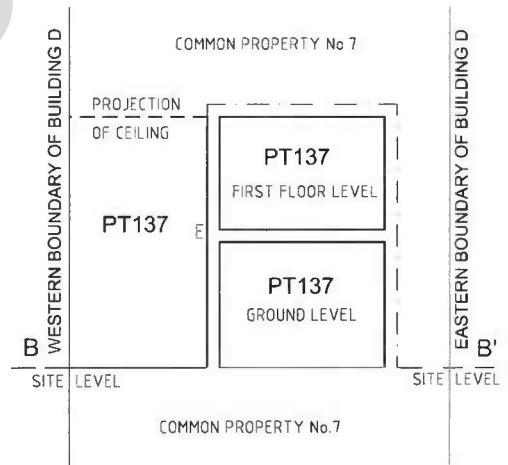
**PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988**

LRS USE ONLY

PLAN NUMBER  
**PS617864Y**



**BUILDING D**  
**DIAGRAM 13**  
**GROUND & FIRST FLOOR LEVEL**



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

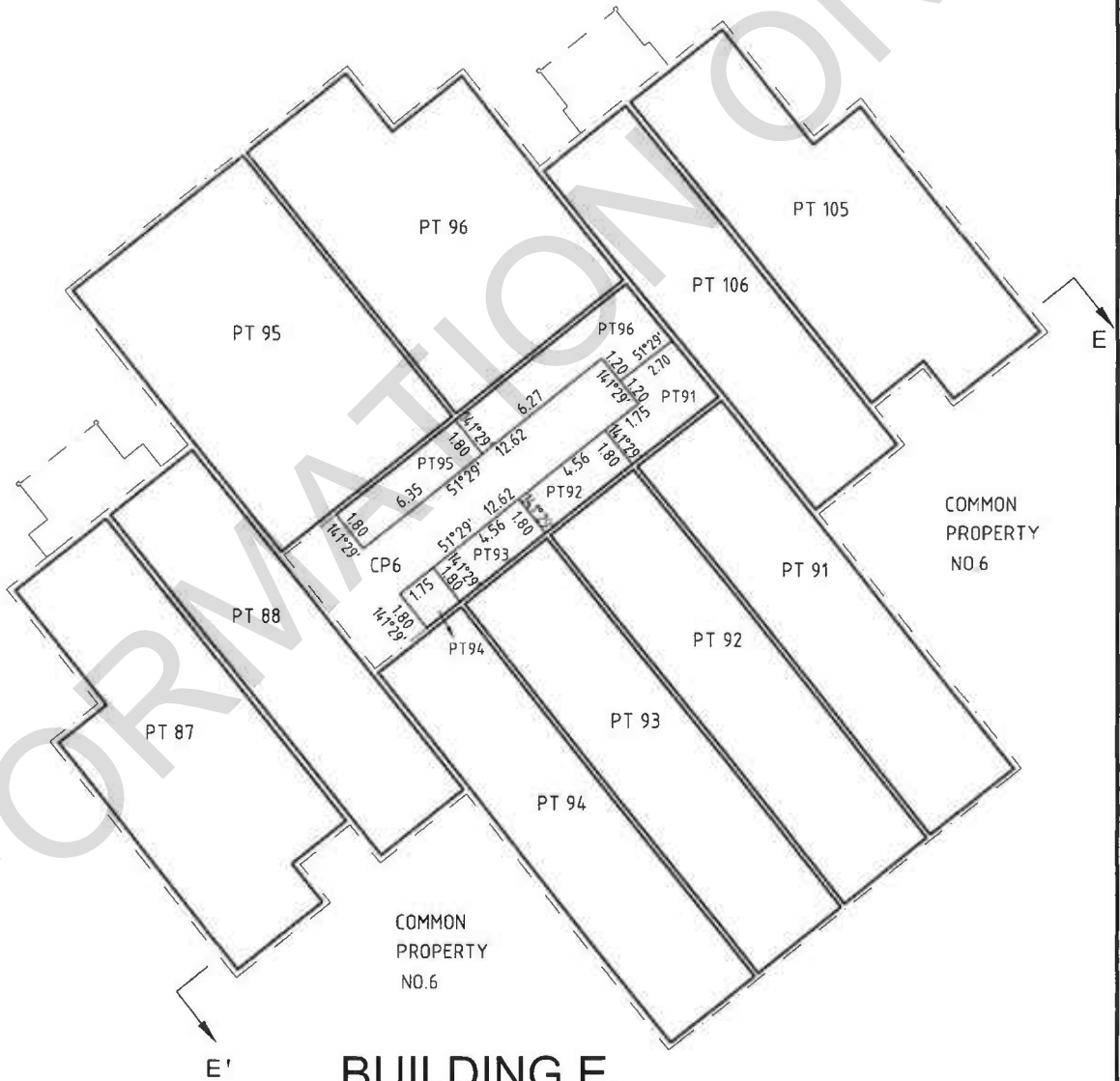
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0	2	4	8
LENGTHS ARE IN METRES			
		SCALE	SHEET SIZE
		1:200	A3

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



PS617864Y

MGA NORTH  
ZONE 55



**BUILDING E**  
**DIAGRAM 15 - FIRST FLOOR LEVEL**

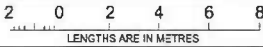
Land Development Consulting Pty Ltd Suite 20, 255 Drummond Street CARLTON, 3053 Ph : 9347 5655 E-mail : ldc@landevco.net.au	SCALE 1 : 200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 22
	Digitally signed by: Mark Charles Tomkinson (Land Development Consulting Pty Ltd). Surveyor's Plan Version (A), 09/06/2015 Amended: 06/01/2016		Digitally signed by: Whittlesea City Council. 04/08/2015, SPEAR Ref: S069094J	

PS617864Y

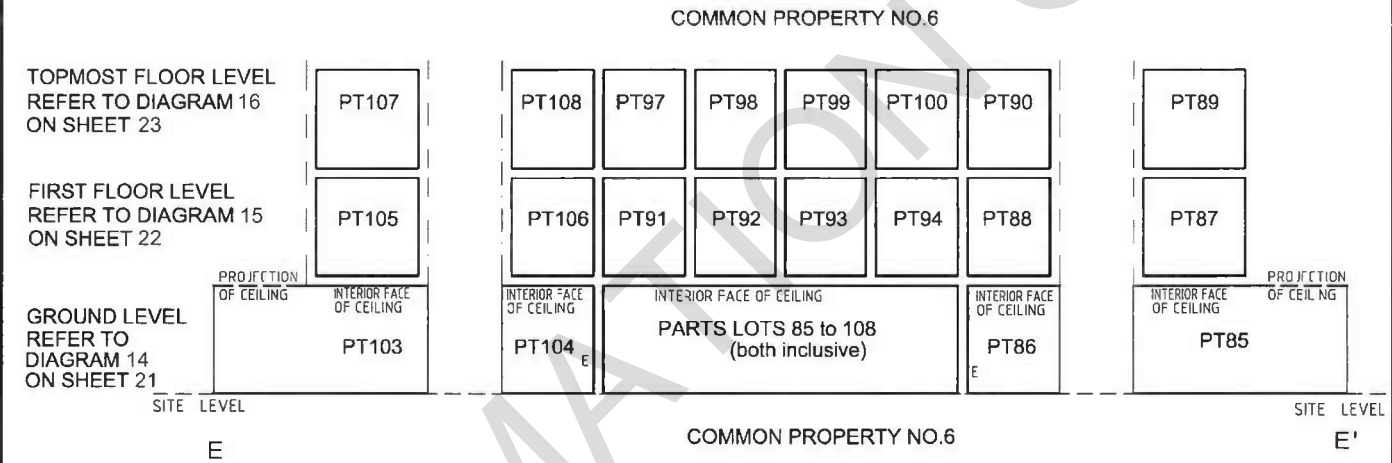
MGA NORTH  
ZONE 55



**BUILDING E**  
**DIAGRAM 16 - TOPMOST FLOOR LEVEL**

Land Development Consulting Pty Ltd Suite 20, 255 Drummond Street CARLTON, 3053 Ph : 9347 5655    E-mail : ldc@landevco.net.au	SCALE 1 : 200  LENGTHS ARE IN METRES Digitally signed by: Mark Charles Tomkinson (Land Development Consulting Pty Ltd). Surveyor's Plan Version (A), 09/06/2015 Amended: 06/01/2016	ORIGINAL SHEET SIZE: A3 Digitally signed by: Whittlesea City Council. 04/08/2015, SPEAR Ref: S069094J	SHEET 23
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**PS617864Y**



Land Development Consulting Pty Ltd  
Suite 20, 255 Drummond Street  
CARLTON, 3053  
Ph : 9347 5655 E-mail : ldc@landevco.net.au

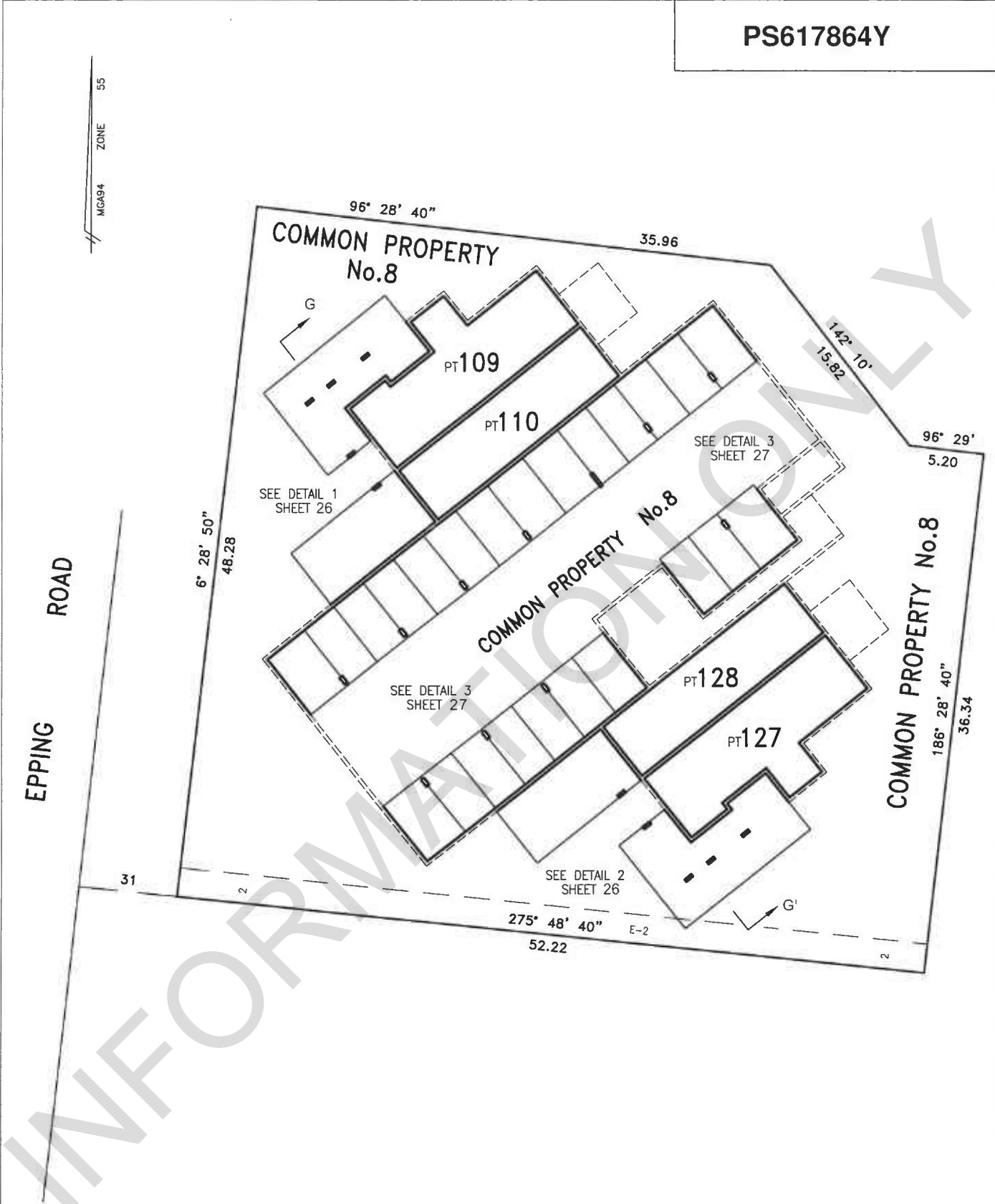
**NOT TO SCALE**

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

**ORIGINAL SHEET SIZE: A3**      **SHEET 24**


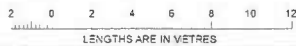
Digitally signed by:  
Whittlesea City Council.  
04/08/2015,  
SPEAR Ref: S069094J

PS617864Y



**DIAGRAM 17**

(GROUND STOREY AND SITE LEVEL)  
NOT TO SCALE

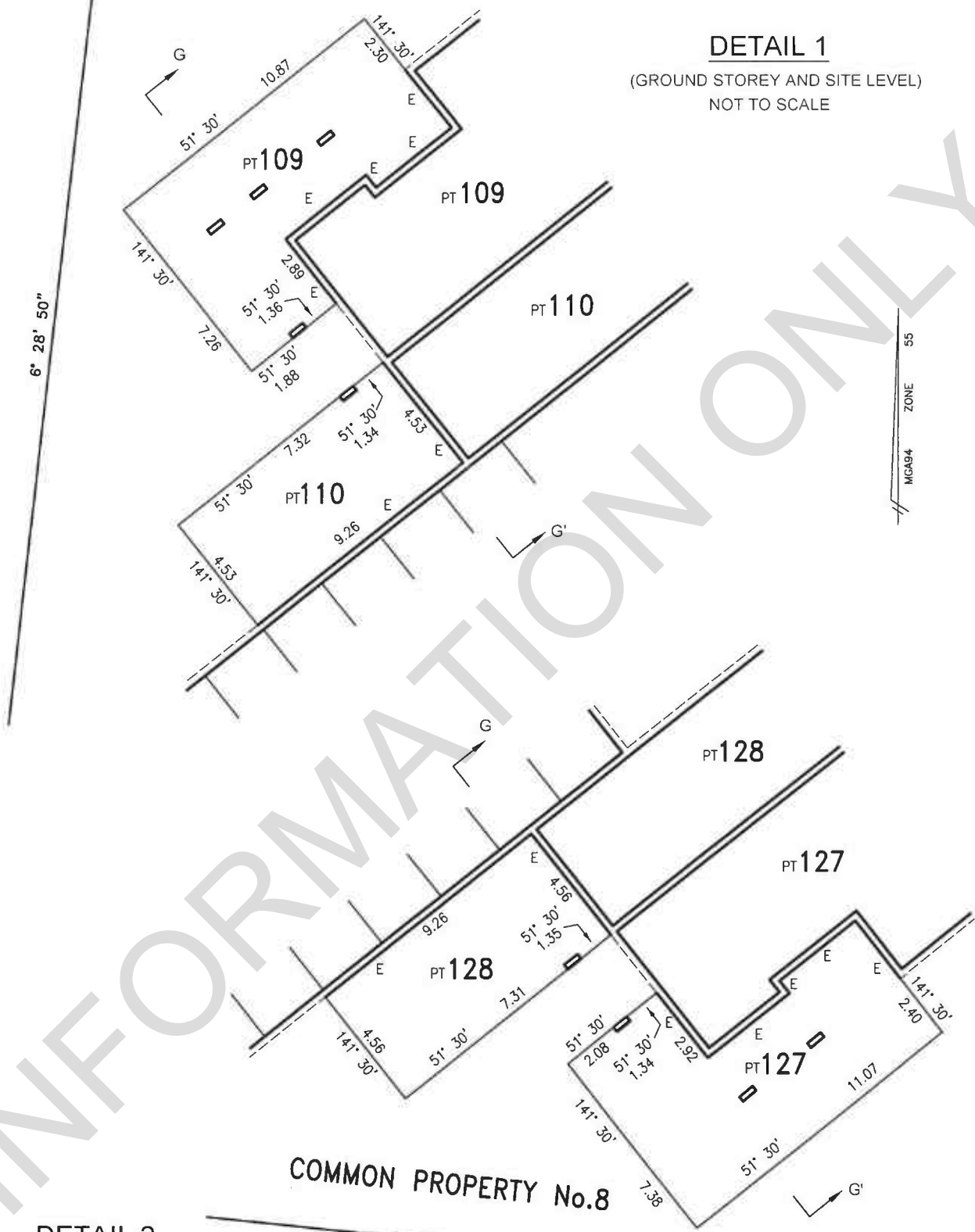
 <p><b>SMC LAND SURVEYORS</b> 153d ANDERSON RD SUNSHINE, 3020 PO BOX 337, SUNSHINE, 3020 Tele. : 9312 2247</p>	<p>SCALE 1:250</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 25</p>
	<p>Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors). Surveyor's Plan Version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

**PS617864Y**

**COMMON PROPERTY No.8**

**DETAIL 1**

(GROUND STOREY AND SITE LEVEL)  
NOT TO SCALE



**DETAIL 2**

(GROUND STOREY AND SITE LEVEL)  
NOT TO SCALE

**COMMON PROPERTY No.8**

275° 48' 40"



**SMC LAND SURVEYORS**

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

SCALE  
N.T.S

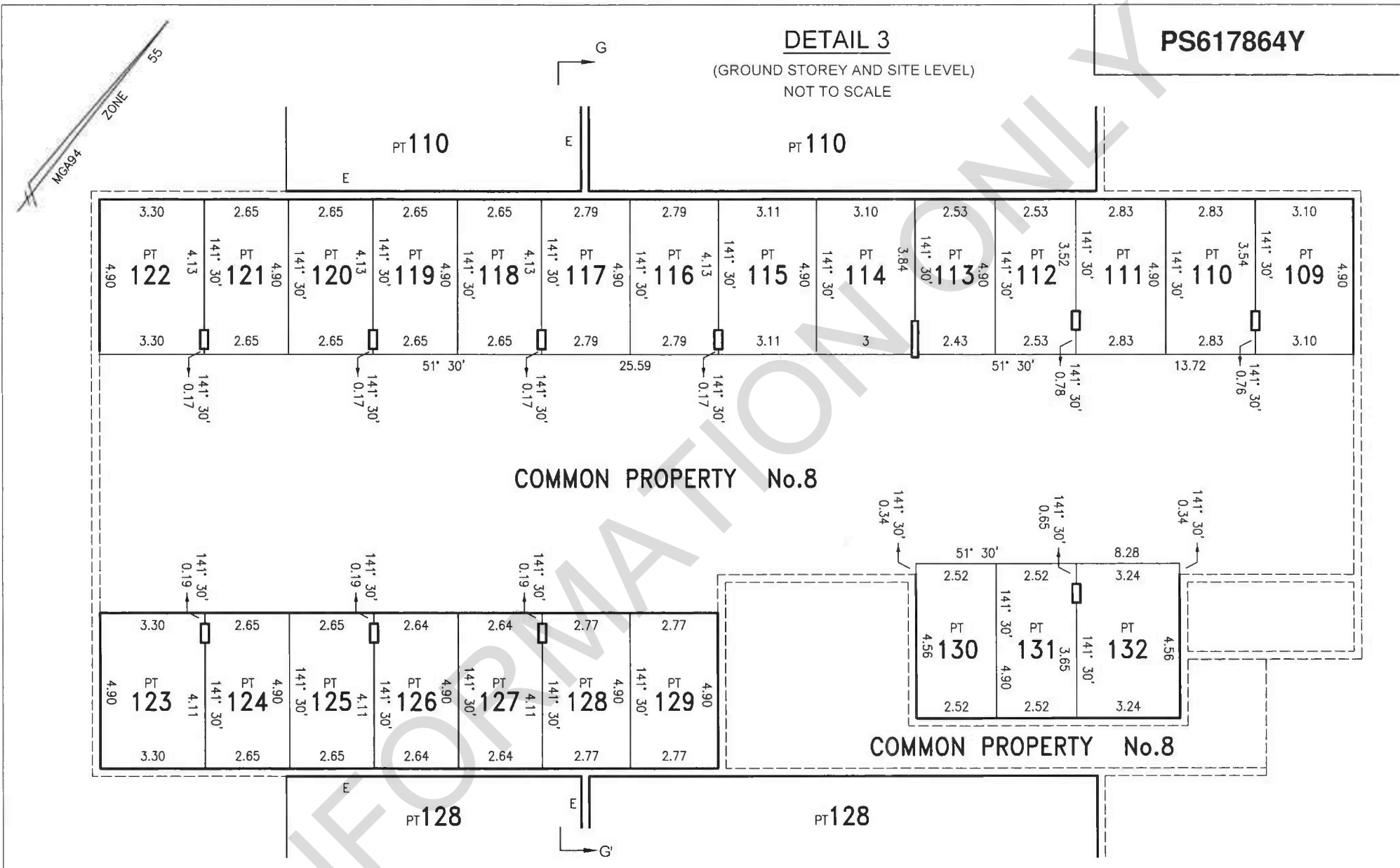
LENGTHS ARE IN METRES

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

ORIGINAL SHEET  
SIZE: A3

SHEET 26

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



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

SCALE  
N.T.S

LENGTHS ARE IN METRES

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

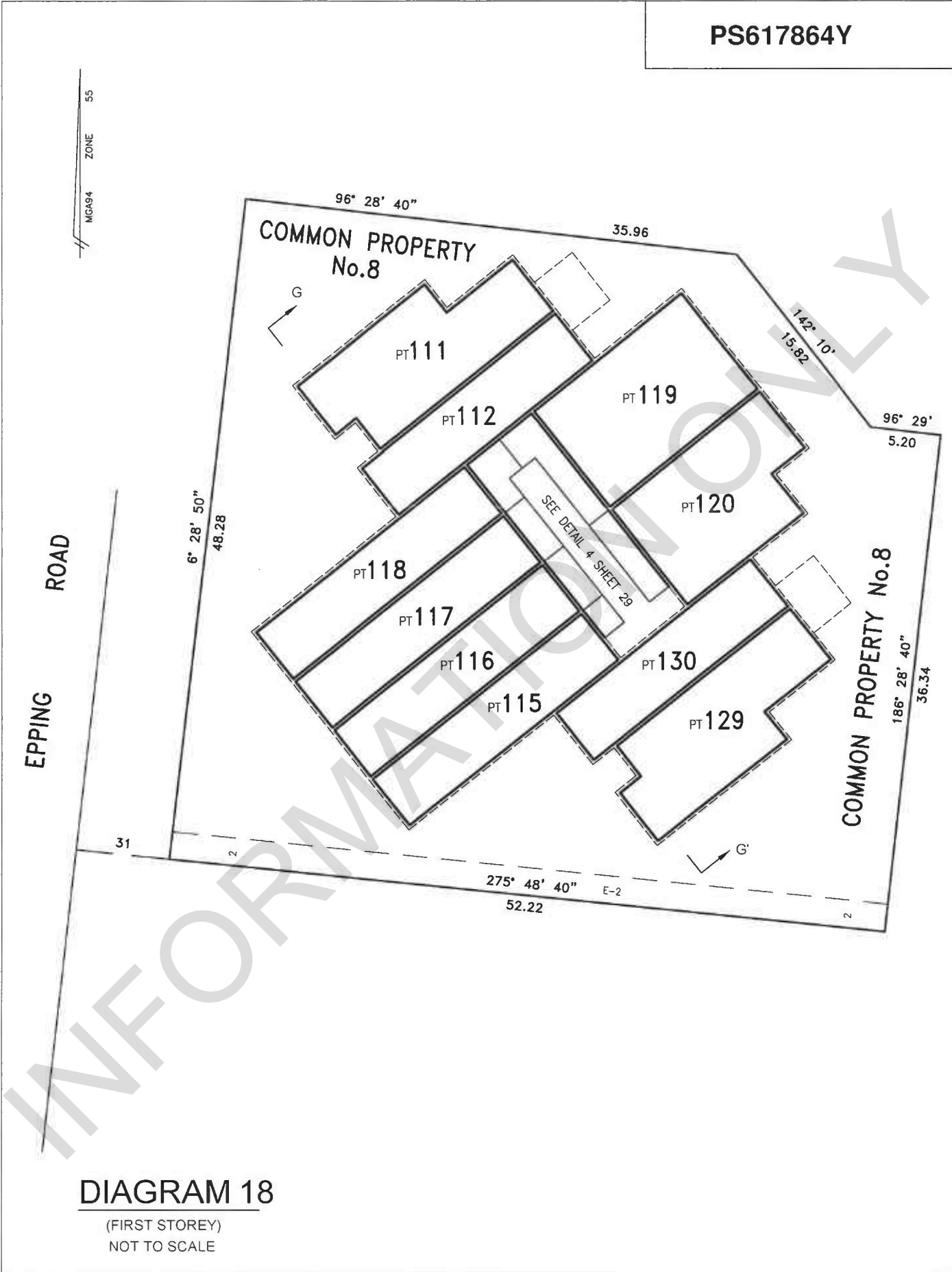
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SIZE: A3

SHEET 27

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

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

PS617864Y



**DIAGRAM 18**

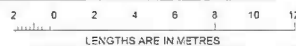
(FIRST STOREY)  
NOT TO SCALE



**SMC LAND SURVEYORS**

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

SCALE  
1:250



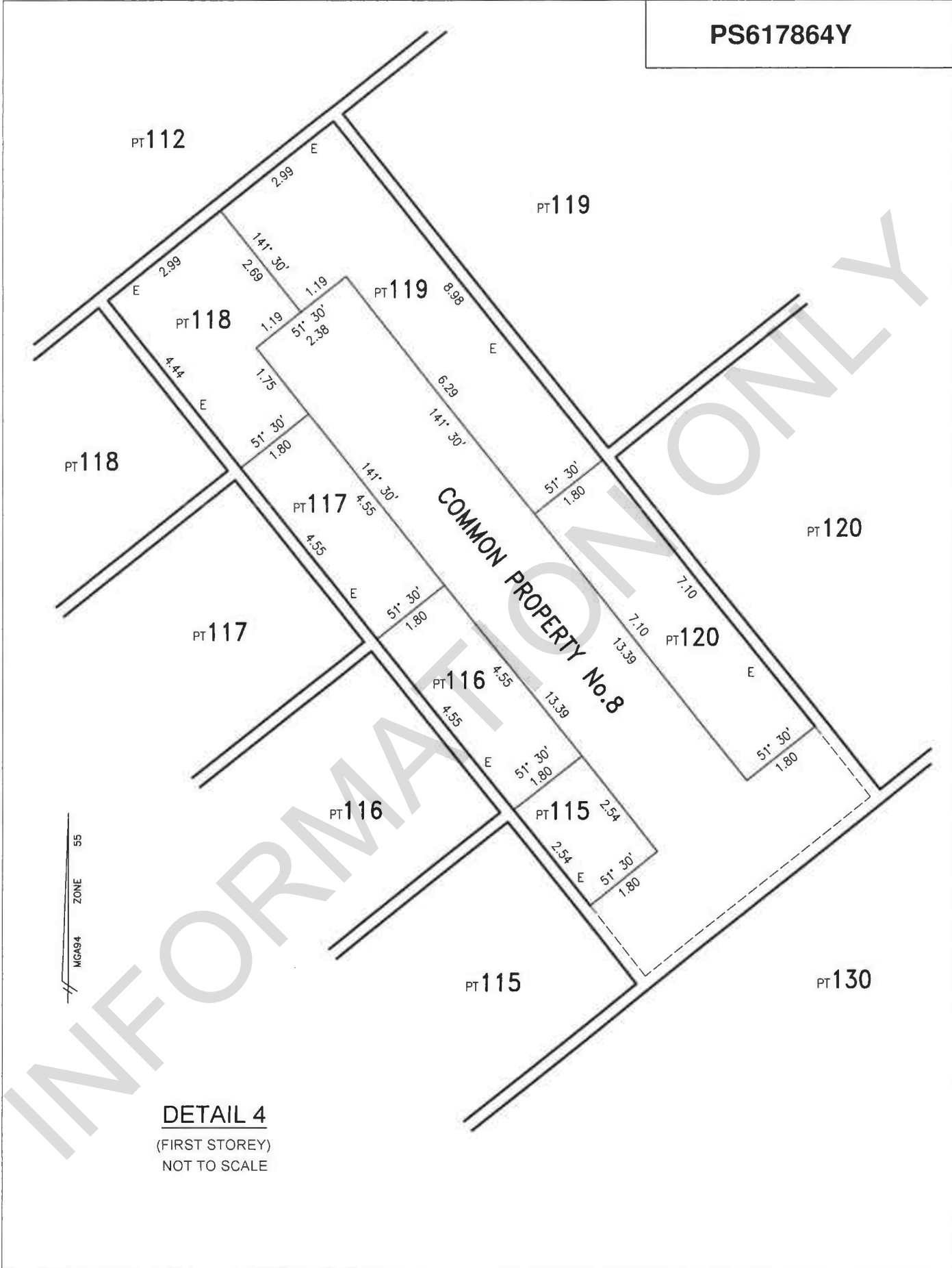
ORIGINAL SHEET  
SIZE: A3

SHEET 28


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

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

**PS617864Y**

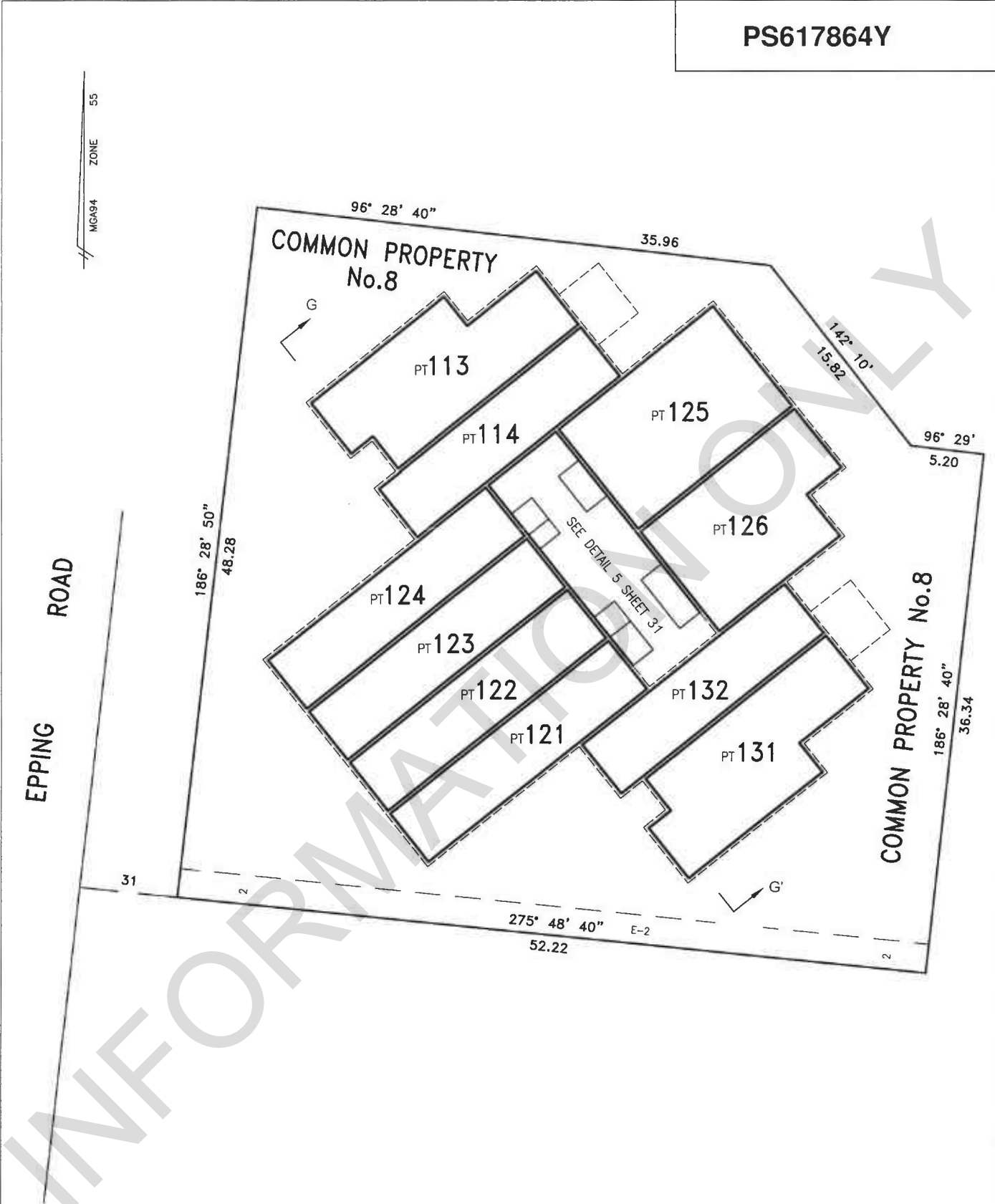


**DETAIL 4**  
(FIRST STOREY)  
NOT TO SCALE

 <p><b>SMC LAND SURVEYORS</b> 153d ANDERSON RD SUNSHINE, 3020 PO BOX 337, SUNSHINE, 3020 Tele. : 9312 2247</p>	<p>SCALE N.T.S</p>	<p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 29</p>
	<p>Digitally signed by: Adam Deane Anthony Carter (SMC Land Surveyors). Surveyor's Plan Version (2), 18/05/2018, SPEAR Ref: S113546J</p>		<p>Digitally signed by: Whittlesea City Council. 22/05/2018. SPEAR Ref: S113546J</p>	


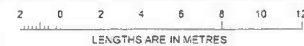
Amended by: Adam Deane Anthony Carter. 02/10/2018.

PS617864Y



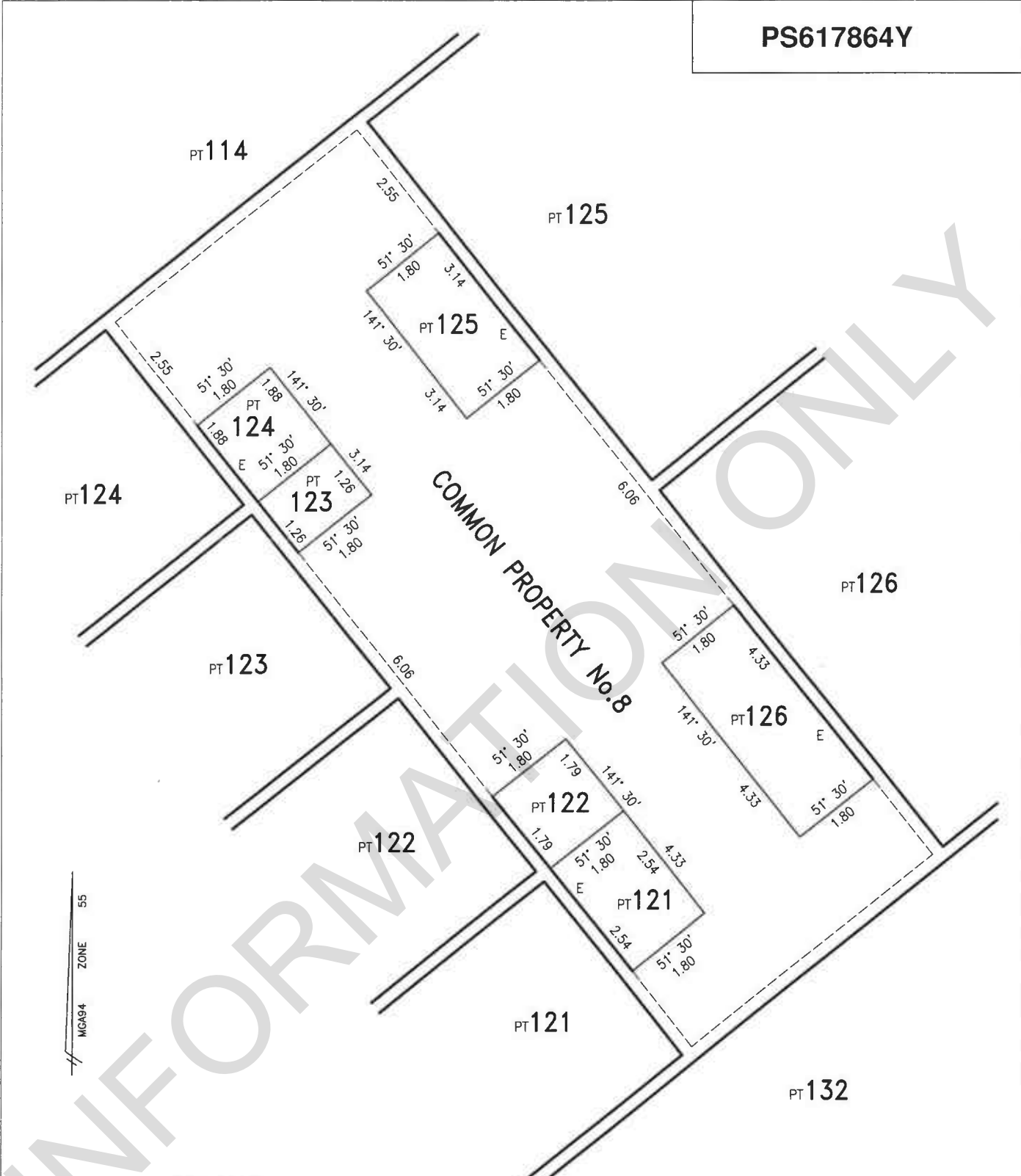
**DIAGRAM 19**

(SECOND STOREY AND TOPMOST LEVEL)

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


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

**PS617864Y**



**DETAIL 5**

(SECOND STOREY AND TOPMOST LEVEL)  
NOT TO SCALE

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

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

PS617864Y

COMMON PROPERTY NO.8

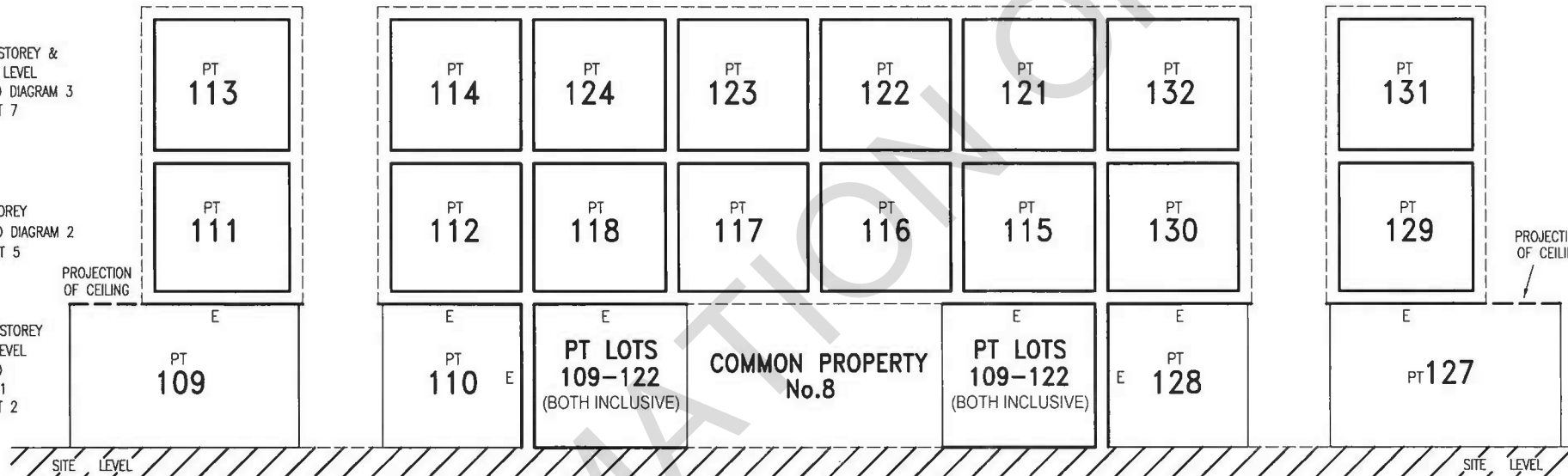
SECOND STOREY &  
TOPMOST LEVEL  
REFER TO DIAGRAM 3  
ON SHEET 7

FIRST STOREY  
REFER TO DIAGRAM 2  
ON SHEET 5

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

PROJECTION  
OF CEILING

PROJECTION  
OF CEILING



COMMON PROPERTY NO.8

TYPICAL SECTION G - G'

(TYPICAL FOR ALL LOTS)  
NOT TO SCALE



**SMC LAND SURVEYORS**

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

SCALE  
N.T.S

LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 32

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

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

<b>PLAN OF SUBDIVISION</b>	STAGE No. _____	PLAN NUMBER <b>PS 617864Y</b>
----------------------------	--------------------	----------------------------------

## CREATION OF RESTRICTION

REGULATION 17 SUBDIVISION (PROCEDURES) REGULATIONS 1989

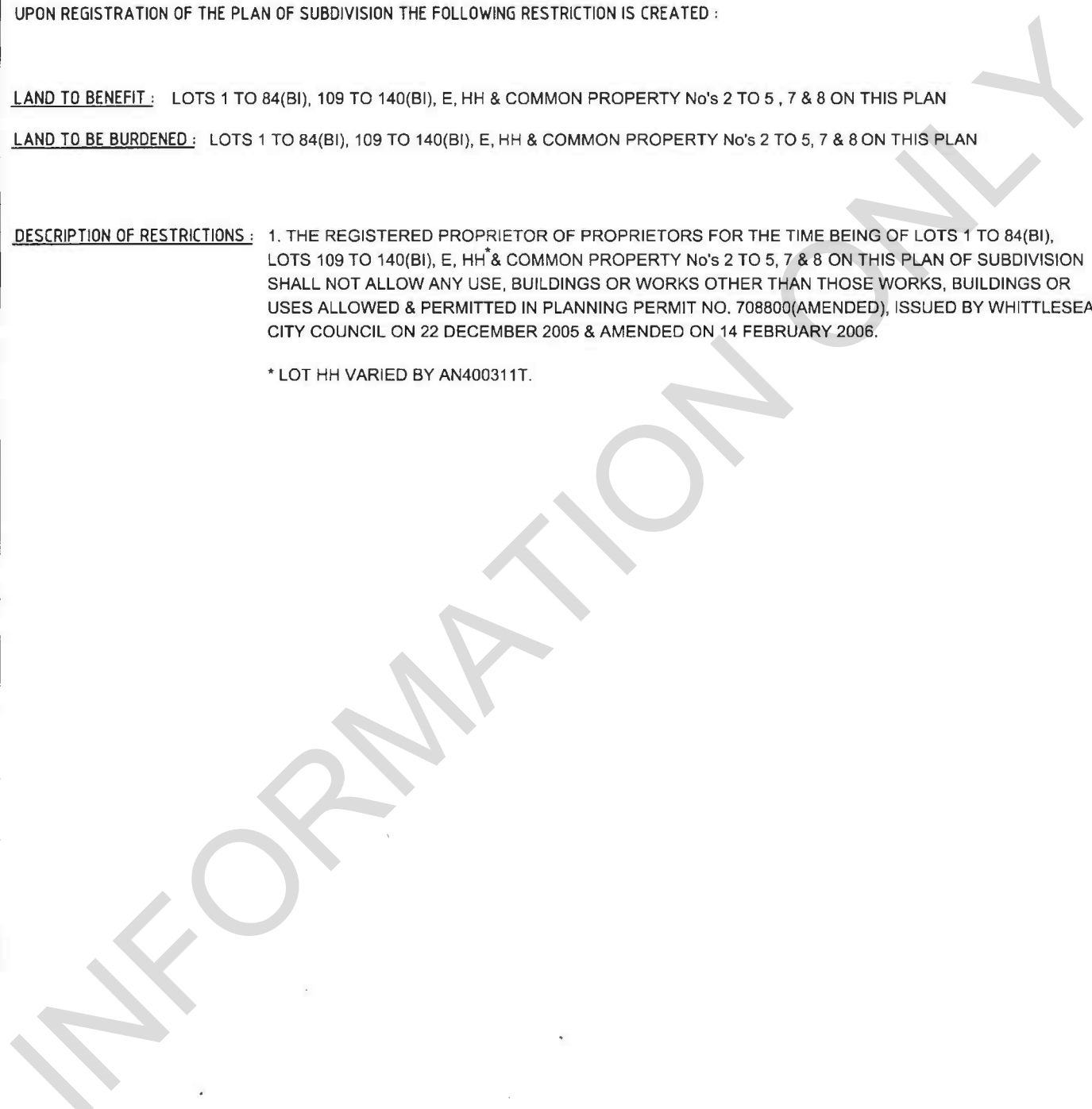
UPON REGISTRATION OF THE PLAN OF SUBDIVISION THE FOLLOWING RESTRICTION IS CREATED :

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

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

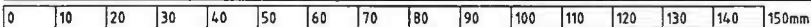
DESCRIPTION OF RESTRICTIONS : 1. THE REGISTERED PROPRIETOR OF PROPRIETORS FOR THE TIME BEING OF LOTS 1 TO 84(BI), LOTS 109 TO 140(BI), E, HH\* & COMMON PROPERTY No's 2 TO 5, 7 & 8 ON THIS PLAN OF SUBDIVISION SHALL NOT ALLOW ANY USE, BUILDINGS OR WORKS OTHER THAN THOSE WORKS, BUILDINGS OR USES ALLOWED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

\* LOT HH VARIED BY AN400311T.



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

SCALE	ORIGINAL	LICENSED SURVEYOR (PRINT) MARK CHARLES TOMKINSON	SHEET 25
	SCALE SHEET SIZE A3	SIGNATURE  DATE 21/2/08	DATE 28/6/2010
		REFERENCE : 2736 PS	COUNCIL DELEGATE SIGNATURE
		VERSION : F	







# Department of Transport and Planning

## Owners Corporation Search Report

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Produced: 31/03/2026 01:47:30 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS617864Y**

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

### Land Affected by Owners Corporation:

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

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108

AV402863V 11/03/2022

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC008241J 05/08/2010

### Notations:

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

### Entitlement and Liability:

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

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



# Department of Transport and Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS617864Y

### Entitlement and Liability:

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

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



# Department of Transport and Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS617864Y

### Entitlement and Liability:

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

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



# Department of Transport and Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS617864Y

### Entitlement and Liability:

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

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



# Department of Transport and Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS617864Y

### Entitlement and Liability:

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

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



# Department of Transport and Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS617864Y

### Entitlement and Liability:

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

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



## Department of Transport and Planning

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### Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS617864Y

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

Statement End.

INFORMATION ONLY



# Department of Transport and Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 2  
PLAN NO. PS617864Y

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

**Land Affected by Owners Corporation:**  
Common Property 2, Lots 1 - 24.

**Limitations on Owners Corporation:**  
Limited to Common Property

**Postal Address for Services of Notices:**  
SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108  
  
AV402863V 11/03/2022

**Owners Corporation Manager:**  
NIL

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

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
OC011895P 05/09/2011

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

### Entitlement and Liability:

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

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



# Department of Transport and Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 2  
PLAN NO. PS617864Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	15	15
Lot 7	20	20
Lot 8	20	20
Lot 9	20	20
Lot 10	20	20
Lot 11	15	15
Lot 12	15	15
Lot 13	15	15
Lot 14	15	15
Lot 15	15	15
Lot 16	15	15
Lot 17	15	15
Lot 18	15	15
Lot 19	15	15
Lot 20	15	15
Lot 21	15	15
Lot 22	20	20
Lot 23	20	20
Lot 24	20	20
<b>Total</b>	<b>410.00</b>	<b>410.00</b>

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Statement End.



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OWNERS CORPORATION 3  
PLAN NO. PS617864Y

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

**Land Affected by Owners Corporation:**  
Common Property 3, Lots 49 - 66.

**Limitations on Owners Corporation:**  
Limited to Common Property

**Postal Address for Services of Notices:**  
SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108  
  
AV402863V 11/03/2022

**Owners Corporation Manager:**  
NIL

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

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
OC014900J 01/08/2012

**Notations:**  
NIL

### Entitlement and Liability:

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

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



# Department of Transport and Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 3  
PLAN NO. PS617864Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 55	15	15
Lot 56	15	15
Lot 57	20	20
Lot 58	15	15
Lot 59	15	15
Lot 60	20	20
Lot 61	15	15
Lot 62	20	20
Lot 63	15	15
Lot 64	20	20
Lot 65	15	15
Lot 66	20	20
<b>Total</b>	<b>310.00</b>	<b>310.00</b>

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.



# Department of Transport and Planning

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**OWNERS CORPORATION 4**  
**PLAN NO. PS617864Y**

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

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

**Limitations on Owners Corporation:**  
Limited to Common Property

**Postal Address for Services of Notices:**  
SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108  
  
AV402863V 11/03/2022

**Owners Corporation Manager:**  
NIL

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

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
OC014901G 01/08/2012

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

**Entitlement and Liability:**

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

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



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 31/03/2026 01:47:30 PM

OWNERS CORPORATION 4  
PLAN NO. PS617864Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 72	15	15
Lot 73	15	15
Lot 74	15	15
Lot 75	20	20
Lot 76	15	15
Lot 77	15	15
Lot 78	20	20
Lot 79	15	15
Lot 80	20	20
Lot 81	15	15
Lot 82	20	20
Lot 83	15	15
Lot 84	20	20
<b>Total</b>	<b>310.00</b>	<b>310.00</b>

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.



# Department of Transport and Planning

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Produced: 31/03/2026 01:47:30 PM

**OWNERS CORPORATION 5**  
**PLAN NO. PS617864Y**

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

**Land Affected by Owners Corporation:**  
Common Property 5, Lots 25 - 48.

**Limitations on Owners Corporation:**  
Limited to Common Property

**Postal Address for Services of Notices:**  
SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108  
  
AV402863V 11/03/2022

**Owners Corporation Manager:**  
NIL

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

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
OC018534L 19/06/2013

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

### Entitlement and Liability:

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

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



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 31/03/2026 01:47:30 PM

OWNERS CORPORATION 5  
PLAN NO. PS617864Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 30	15	15
Lot 31	15	15
Lot 32	15	15
Lot 33	15	15
Lot 34	15	15
Lot 35	20	20
Lot 36	20	20
Lot 37	15	15
Lot 38	15	15
Lot 39	15	15
Lot 40	15	15
Lot 41	20	20
Lot 42	20	20
Lot 43	20	20
Lot 44	15	15
Lot 45	20	20
Lot 46	15	15
Lot 47	20	20
Lot 48	15	15
<b>Total</b>	<b>410.00</b>	<b>410.00</b>

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.



# Department of Transport and Planning

## Owners Corporation Search Report

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Produced: 31/03/2026 01:47:30 PM

OWNERS CORPORATION 6  
PLAN NO. PS617864Y

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

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

**Limitations on Owners Corporation:**  
Limited to Common Property

**Postal Address for Services of Notices:**  
SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108  
  
AV402863V 11/03/2022

**Owners Corporation Manager:**  
NIL

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

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
OC028770R 07/01/2016

**Notations:**  
NIL

### Entitlement and Liability:

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

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



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 31/03/2026 01:47:30 PM

OWNERS CORPORATION 6  
PLAN NO. PS617864Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 91	15	15
Lot 92	15	15
Lot 93	15	15
Lot 94	15	15
Lot 95	20	20
Lot 96	20	20
Lot 97	15	15
Lot 98	15	15
Lot 99	15	15
Lot 100	15	15
Lot 101	20	20
Lot 102	20	20
Lot 103	20	20
Lot 104	15	15
Lot 105	20	20
Lot 106	15	15
Lot 107	20	20
Lot 108	15	15
<b>Total</b>	<b>410.00</b>	<b>410.00</b>

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Statement End.



# Department of Transport and Planning

## Owners Corporation Search Report

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Produced: 31/03/2026 01:47:30 PM

OWNERS CORPORATION 7  
PLAN NO. PS617864Y

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

**Land Affected by Owners Corporation:**  
Common Property 7, Lots 133 - 140.

**Limitations on Owners Corporation:**  
Limited to Common Property

**Postal Address for Services of Notices:**  
SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108  
  
AV402863V 11/03/2022

**Owners Corporation Manager:**  
NIL

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

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
OC021487Y 03/04/2014

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

### Entitlement and Liability:

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

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



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 31/03/2026 01:47:30 PM

OWNERS CORPORATION 7  
PLAN NO. PS617864Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 138	20	20
Lot 139	20	20
Lot 140	20	20
<b>Total</b>	<b>160.00</b>	<b>160.00</b>

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Statement End.



# Department of Transport and Planning

## Owners Corporation Search Report

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Produced: 31/03/2026 01:47:30 PM

**OWNERS CORPORATION 8**  
**PLAN NO. PS617864Y**

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

**Land Affected by Owners Corporation:**  
Common Property 8, Lots 109 - 132.

**Limitations on Owners Corporation:**  
Limited to Common Property

**Postal Address for Services of Notices:**  
SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108  
  
AV402863V 11/03/2022

**Owners Corporation Manager:**  
NIL

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

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
OC040938J 02/10/2018

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

### Entitlement and Liability:

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

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



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 31/03/2026 01:47:30 PM

OWNERS CORPORATION 8  
PLAN NO. PS617864Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 115	15	15
Lot 116	15	15
Lot 117	15	15
Lot 118	15	15
Lot 119	20	20
Lot 120	20	20
Lot 121	15	15
Lot 122	15	15
Lot 123	15	15
Lot 124	15	15
Lot 125	20	20
Lot 126	20	20
Lot 127	20	20
Lot 128	15	15
Lot 129	20	20
Lot 130	15	15
Lot 131	20	20
Lot 132	15	15
<b>Total</b>	<b>410.00</b>	<b>410.00</b>

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.

<b>Date of issue</b> 02/04/2026	<b>Assessment No.</b> 847590	<b>Certificate No.</b> 182919	<b>Your reference</b> 90587272:132647403
------------------------------------	---------------------------------	----------------------------------	---

Dye & Durham Australia Pty Ltd  
PO Box 447  
SOUTH MELBOURNE VIC 3205

## Land information certificate for the rating year ending 30 June 2026

**Property location:** Unit 106 Level 1 86 Epping Road EPPING 3076

**Description:** LOT: 59 PS: 617864Y

**AVPCC:** 125.4 OYO Strata Flat

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$115,000	\$20,000	\$5,750

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

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate	\$271.90
ESVF Fixed charge (Res)	\$136.00
ESVF Variable Levy (Res)	\$19.90
Waste Landfill Levy General	\$15.45
Arrears to 30/06/2025	\$374.01
Interest to 02/04/2026	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$487.26

<i>Balance of rates &amp; charges due:</i>	<b>\$330.00</b>
--	-----------------

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$330.00</b>
--	-----------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

 **131 450**

ABN 72 431 091 058

[whittlesea.vic.gov.au](http://whittlesea.vic.gov.au)

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

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

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

**3. Notices and orders:**

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

No Orders applicable.

**4. Specified flood level:**

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

**5. Special notes:**

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

***Interest penalty on late payments***

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

**6. Other information:**

Full private waste management service



Authorising Officer

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

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

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Payment can be made using these options.

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **847590**



Phone 1300 301 185  
Ref **847590**



Bill Code **5157**  
Ref **847590**



YARRA VALLEY WATER  
ABN 93 056 992 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

31st March 2026

L N Christie & Co via Dye & Durham Property Pty Lt  
DYEDURHAM

Dear L N Christie & Co via Dye & Durham Property Pty Lt,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	106/86 EPPING ROAD EPPING 3076
<b>Applicant</b>	L N Christie & Co via Dye & Durham Property Pty Lt DYEDURHAM
<b>Information Statement</b>	31023383
<b>Conveyancing Account Number</b>	2469580000
<b>Your Reference</b>	Worsley-Pine 26 0098(4)

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [propertyflow@yvw.com.au](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 056 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

### Yarra Valley Water Property Information Statement

Property Address	106/86 EPPING ROAD EPPING 3076
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

#### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

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

Existing sewer mains will be shown on the Asset Plan.

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

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

**Melbourne Water Property Information Statement**

Property Address	106/86 EPPING ROAD EPPING 3076
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

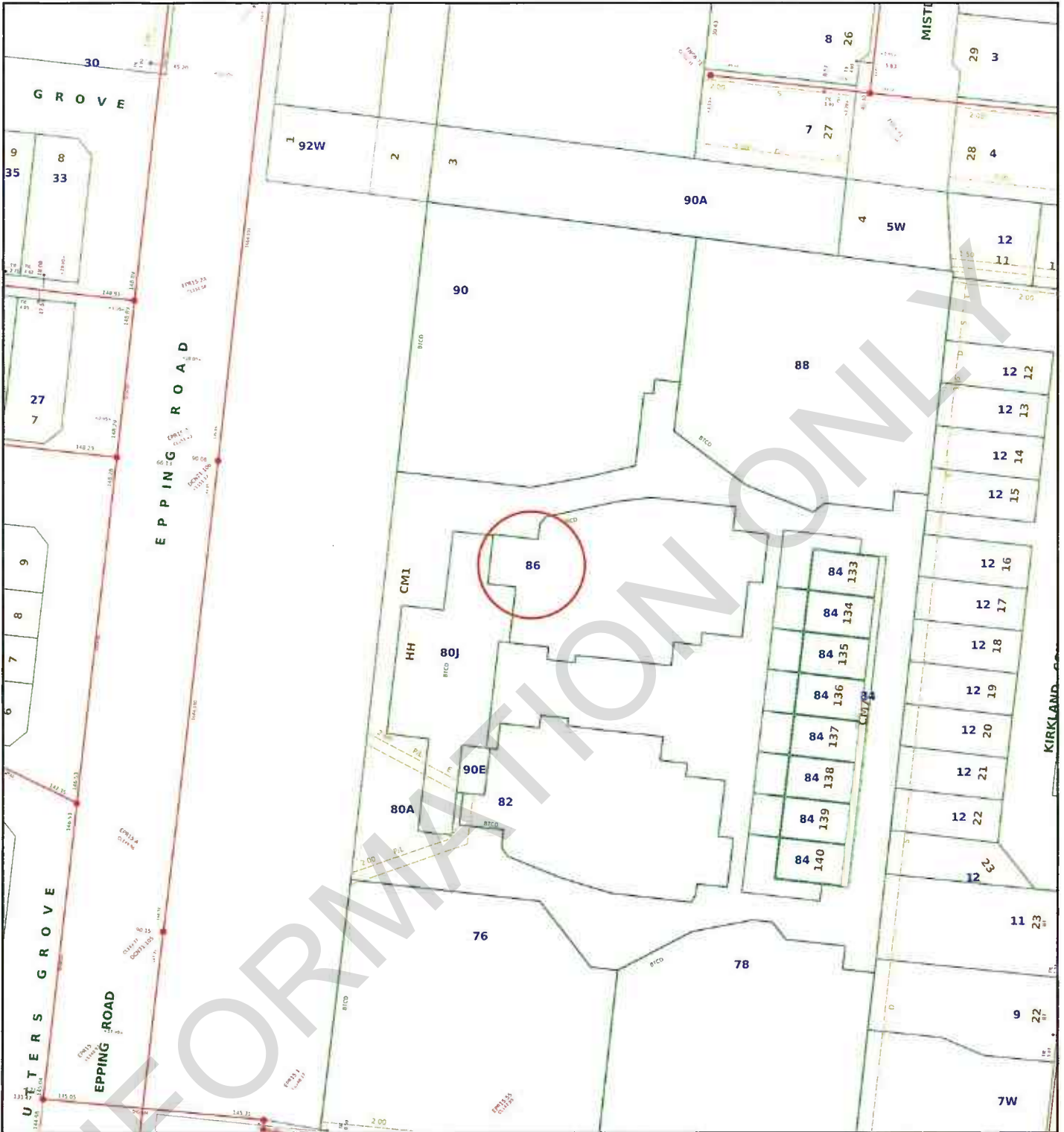
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



<b>Yarra Valley Water</b> <b>Information Statement</b> <b>Number: 31023383</b>	<b>Address</b> 106/86 EPPING ROAD EPPING 3076		
	<b>Date</b> 31/03/2026		
	<b>Scale</b> 1:1000		
<b>Existing Title</b> Access Point Number <b>GLV2-42</b> MW Drainage Channel Centreline	<b>Proposed Title</b> Sewer Manhole  MW Drainage Underground Centreline	<b>Disclaimer:</b> This information is supplied on the basis Yarra Valley Water Ltd. - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;	
<b>Easement</b> Sewer Pipe Flow  MW Drainage Manhole	<b>Existing Sewer</b> Sewer Offset  MW Drainage Natural Waterway		
<b>Abandoned Sewer</b> Sewer Branch			



YARRA VALLEY WATER  
ABN 93 065 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

L N Christie & Co via Dye & Durham Property Pty Lt  
DYEDURHAM  
property.certificates@dyedurham.com

### RATES CERTIFICATE

**Account No:** 7081936452  
**Rate Certificate No:** 31023383

**Date of Issue:** 31/03/2026  
**Your Ref:** Worsley-Pine 26 0098(4)

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
FL 1, UNIT 106/86 EPPING RD, EPPING VIC 3076	59\PS617864	5059726	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$0.31
Residential Water and Sewer Usage Charge <i>Step 1 – 1.000000kL x \$3.57240000 = \$3.57</i> Estimated Average Daily Usage \$0.04	07-11-2025 to 10-02-2026	\$3.57	\$0.11
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$1.77
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$0.33
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$0.46

Other Charges:	
Interest	No interest applicable at this time
	No further charges applicable to this property
	<b>Balance Brought Forward</b> - \$245.00 cr
	<b>Total for This Property</b> - \$242.02 cr

GENERAL MANAGER  
RETAIL SERVICES

**Note:**

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

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

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

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

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

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

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

INFORMATION



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

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

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

**Property No:** 5059726

**Address:** FL 1, UNIT 106/86 EPPING RD, EPPING VIC 3076

**Water Information Statement Number:** 31023383

#### HOW TO PAY



**Bill**er Code: 314567  
Ref: 70819364527

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



\*\*\*\* Delivered by the LANDATA® System, Department of Transport and Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham Property  
Suite 1, level 3, 550 bourke street  
MELBOURNE 3001

Client Reference: 90587272 132647402

NO PROPOSALS. As at the 31th March 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

"UNIT 106 WARATAH GARDENS" Floor 1 86 EP, EPPING 3076  
CITY OF WHITTLESEA

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

Date of issue: 31th March 2026

[Vicroads Certificate] # 80116163 - 80116163150805 '90587272  
132647402'

# Property Clearance Certificate

## Land Tax



L N CHRISTIE & CO VIA DYE & DURHAM PROPERTY PTY LTD  
 LEVEL 20, 535 BOURKE STREET  
 MELBOURNE VIC 3000

Your Reference: 90587272:132647404

Certificate No: 98474863

Issue Date: 31 MAR 2026

Enquiries: ESYSPROD

Land Address: UNIT 106, 86 EPPING ROAD EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39962906	59	617864	11367	530	\$0.00

Vendor: DEBORAH WORSLEY-PINE  
 Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS DEBORAH LOUISE WORSLEY-PINE	2026	\$20,000	\$0.00	\$0.00

Comments:

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick  
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$115,000
SITE VALUE (SV):	\$20,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>



# Notes to Certificate - Land Tax

Certificate No: 98474863

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$20,000

Calculated as \$0 plus ( \$20,000 - \$0) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$1,150.00

Taxable Value = \$115,000

Calculated as \$115,000 multiplied by 1.000%.

## Land Tax - Payment Options

<b>BPAY</b> 	Billier Code: 5249 Ref: 98474863
<b>Telephone &amp; Internet Banking - BPAY®</b>	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
<a href="http://www.bpay.com.au">www.bpay.com.au</a>	

<b>CARD</b> 	Ref: 98474863
<b>Visa or Mastercard</b>	
Pay via our website or phone 13 21 61. A card payment fee applies.	
<a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>	

# Property Clearance Certificate

## Commercial and Industrial Property Tax



L N CHRISTIE & CO VIA DYE & DURHAM PROPERTY PTY LTD

LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

Your Reference: 90587272:132647404

Certificate No: 98474863

Issue Date: 31 MAR 2026

Enquires: ESYSPROD

Land Address: UNIT 106, 86 EPPING ROAD EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39962906	59	617864	11367	530	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
125.4	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$115,000
SITE VALUE:	\$20,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98474863

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:

- a general valuation of the land;
- a supplementary valuation of the land returned after the general valuation.

4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:

- the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
- the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
- the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:

- the date on which the land became tax reform scheme land;
- whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
- the date on which the land will become subject to the commercial and industrial property tax.

6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



L N CHRISTIE & CO VIA DYE & DURHAM PROPERTY PTY LTD  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

Your Reference: 90587272:132647404

Certificate No: 98474863

Issue Date: 31 MAR 2026

Land Address: UNIT 106, 86 EPPING ROAD EPPING VIC 3076

Lot	Plan	Volume	Folio
59	617864	11367	530

Vendor: DEBORAH WORSLEY-PINE

Purchaser: FOR INFORMATION PURPOSES

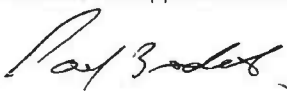
WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

  
**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 98474863

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 98474869

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 98474869

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



# Planning Certificate



## PROPERTY DETAILS

Property Address: 106 FLOOR 1 86 EPPING ROAD EPPING VIC 3076  
Title Particulars: Vol 11367 Fol 530  
Vendor: DEBORAH LOUISE WORSLEY-PINE  
Purchaser: N/A

Certificate No: 90587272:132647401

Date: 1 APRIL 2026  
Matter Ref: Worsley-Pine  
26 0098  
Client: L N Christie & Co



## MUNICIPALITY

WHITTLESEA



## PLANNING SCHEME

WHITTLESEA PLANNING SCHEME



## RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

WHITTLESEA CITY COUNCIL / REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE



## ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 1



## ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



## APPLICABLE OVERLAYS

Development Contributions Plan Overlay - Schedule 2

Development Plan Overlay - Schedule 12

Vegetation Protection Overlay - Schedule 2

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

 **PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE

 **ADDITIONAL INFORMATION**

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

INFORMATION ONLY

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## WHITTLESEA PLANNING SCHEME

### RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

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The Minister for Planning is the responsible authority for considering and determining applications, in accordance with Divisions 1, 1A, 2, and 3 of Part 4 of the Planning and Environment Act 1987 and for approving matters required by the planning scheme to be done to the satisfaction of the responsible authority in relation to land known as the Melbourne Wholesale Market Precinct, Epping and shown on the Planning Scheme maps as being in the Priority Development Zone.

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 **PLANNING ZONES MAP**



**ZONING**

- CDZ6 - COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 6
- GRZ1 - GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- TRZ2 - TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

INFORMATION

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## OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No. 3 PS 617864Y

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

This certificate is issued for **Lot 59** on Plan of Subdivision no **617864Y**

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

### IMPORTANT:

The information in this certificate is issued on **1 April 2026**.

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

- (a) The current fees annual fees for the lot are **\$1,645.16\*** which is payable in quarterly instalments due every 01 September, 01 December, 01 March & 01 June.  
*\* The annual fees are based on the approved Budget of FY 25-26. These fees are subject to change at the next AGM*
- (b) The period for which the fees for the lot have been levied is 01 March 2026 to 31 May 2026.
- (c) The total of any unpaid fees or charges for the lot as of this certificate date is **NIL\*** which is comprised of:  
*\*Please contact our office via email prior to Settlement for updated arrears amounts and confirm total outstanding.  
\*Please note that as of this certificate date account is prepaid by \$3.04*
- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **NIL**
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above? If so, then provide details:

The Owners Corporation is currently in discussion with council for new landscaping plan which was a requirement under planning permit 708800. Whittlesea council has issued an enforcement notice date 10th January 2024 to address issues relating to:

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

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

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

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

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

Name of Company:	CHU Underwriting Agencies Pty Ltd
No. of Policy:	HU0015334
Kind of Policy:	Residential Strata Insurance
Building Amount:	\$76,579,650
Public Liability Amount:	\$20,000,000
Renewal Date:	01/06/2026

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

(h) The total funds held by the owners corporation as of **1 April 2026** are **\$48,816.90**

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above? If so, then provide details: **NIL**

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

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?  
If so, then provide details:

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

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

The Owners Corporation received a notice of contravention from City of Whittlesea regarding landscaping at the building. This was issued 10th April 2019 and a copy is enclosed with this certificate. This notice is yet to be satisfied. At the date of this certificate the cost to satisfy the deficiency in planning permit 708800 is not yet know.

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

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

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

The manager is **Australian Body Corporate**  
**PO Box 278**  
**Doncaster Height VIC 3109**  
**Telephone: 03 8418 8787**  
**OCC@ausbodycorp.com.au**

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

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

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

**NOTE:**

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

Date: 1 April 2026

This Owners Corporation Certificate was prepared by Australian Body Corporate Management Pty Ltd  
ACN 154 482 274 T/As Australian Body Corporate



Signature of Sunny Chan  
Owners Corporation Manager  
For and on behalf of  
**Owners Corporation No. 3 PS 617864Y**



INFORMATION ONLY

# OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No. 1 PS 617864Y

Address 76-90 Epping Road, Epping VIC 3076

This certificate is issued for Lot 59 on Plan of Subdivision no 617864Y

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

## IMPORTANT:

The information in this certificate is issued on 1 April 2026.

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

- (a) The current fees annual fees for the lot are **\$1,297.36\*** (Admin-\$1,259.56; Maint-\$37.80) (GST Inclusive) which is payable in quarterly instalments due every 01 September, 01 December, 01 March & 01 June.  
*\*The annual fees are based on the approved Budget of FY 25-26. These fees are subject to change at the next AGM.*
- (b) The period for which the fees for the lot have been levied is 01 March 2026 to 31 May 2026.
- (c) The total of any unpaid fees or charges for the lot as of this certificate date is **NIL\*** which is comprised of:  
*\*Please contact our office via email prior to Settlement for updated arrears amounts and confirm total outstanding.  
\*Please note that as of this certificate date account is prepaid by \$2.51.*
- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **NIL**
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above? If so, then provide details:

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

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

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

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

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

Name of Company:	CHU Underwriting Agencies Pty Ltd
No. of Policy:	HU0015334
Kind of Policy:	Residential Strata Insurance
Building Amount:	\$76,579,650
Public Liability Amount:	\$20,000,000
Renewal Date:	01/06/2026

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

(h) The total funds held by the owners corporation as of **1 April 2026** are **\$122,969.86**

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above? If so, then provide details: **NIL**

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

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?  
If so, then provide details:

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

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

The Owners Corporation received a notice of contravention from City of Whittlesea regarding landscaping at the building. This was issued 10<sup>th</sup> April 2019 and a copy is enclosed with this certificate. This notice is yet to be satisfied. At the date of this certificate the cost to satisfy the deficiency in planning permit 708800 is not yet know.

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

The Owners Corporation is not a party to or aware of any proceedings. Legal proceedings at VCAT/Magistrates court to recover outstanding Owners Corporation fees from owners may occur from time to time.

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

The manager is **Australian Body Corporate**  
**PO Box 278**  
**Doncaster Height VIC 3109**  
**Telephone: 03 8418 8787**  
**OCC@ausbodycorp.com.au**

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

No administrator is appointed.

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

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

**NOTE:**

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

Date: **1 April 2026**

This Owners Corporation Certificate was prepared by Australian Body Corporate Management Pty Ltd  
ACN 154 482 274 T/As Australian Body Corporate



Signature of Sunny Chan  
Owners Corporation Manager  
For and on behalf of  
**Owners Corporation No. 1 PS 617864Y**



INFORMATION ONLY

## **MINUTES OF ANNUAL GENERAL MEETING**

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

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

#### **1. Welcome and Appointment of Chairperson of the Meeting**

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

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

#### **2. Noting Attendance, Apologies & Proxy**

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

#### **Apologies**

<b>Lot No</b>	<b>Name</b>
14	Linda Cooper
13	Karen Crouch

#### **Manager(s) in attendance**

Mr Sunny Chan of Australian Body Corporate

#### **Voting**

Voting will be by verbal acknowledgement.

### **Quorum Present**

10 of 141 lots were present which represented less than 50% of total votes that were either in attendance or received by proxy. Pursuant to Sec 77 of the Owners Corporation Act 2006, a quorum was NOT present. Therefore, all general resolutions made at the AGM are INTERIM resolutions of the Owners Corporation.

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

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

### **3. Acceptance of previous AGM minutes**

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

2024 Annual General Meeting

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

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

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

### **5. Acceptance of previous years financial reports**

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

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

Balance Sheet & Income/Expenditure Statement.

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

**6. Owners Corporation Committee**

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

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

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

**7. Review of Building and Public Liability Cover**

The manager noted that the property currently had cover for:

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

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

**Financials Services Declaration**

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

**Financial Services Guide and Product Disclosure Statement**

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

**Building Cover**

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

### **Public Liability**

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

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

### **Excesses**

\$2,000 Standard

\$5,000 Water Damage

\$5,000 Exploratory Cost – Burst Pipes

#### **a. Minimising the risk of litigation**

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

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

#### **b. Valuation**

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

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

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

**d. Disclosure to members re Contents/Landlords** - Members are reminded that the Strata Insurance only covers the common area, for owner's contents within the unit/storage cages, such as carpet, light fittings & business-related items ARE NOT COVERED under Owners Corporation policy. Separate insurance cover should be taken by owners or occupiers to cover such items.

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

Members have resolved that - "To ensure the Owners Corporation continues to have insurance that meets the requirements of the law, Division 6, Part 3 of the Owners Corporations Act 2006, Australian Body Corporate be granted a Standing Direction to automatically renew the Owners Corporation insurance policies with the same policy benefits at renewal with committee's approval upon presenting additional quotations."

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

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

## 8. Occupational Health & Safety Compliance

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

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

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

## 9. Common Property Maintenance

### a. Landscaping – Council secondary consent design

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

### b. Essential Services – Link Fire

It was resolved to maintain the current contractor.

### c. Pest Control – Propest Control

It was resolved to maintain the current contractor.

### d. Lawns and Gardening – VSD Gardening

It was resolved to maintain the current contractor.

### e. Towing Service – Anytime Towing

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

### f. Asphalt Resurface

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

### g. Other Maintenance

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

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

### Manager's Note:

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

## 10. Proposed Budget

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

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

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

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

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

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

### c. Delegation to OC Manager to collect shortfall levies.

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

### d. Levy Frequency

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

## 11. Debt Collection & Penalty Interest

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

### a. DEBT COLLECTION:

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

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

**b. Penalty Interest:**

Members resolved that - "Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006."

**c. Cost Recovery:**

Members resolved by Ordinary Resolution - "That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation."

**12. Appointment of the Owners Corporation Manager**

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

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

Lot No	Name
35	Aristidis Dollas
128	Irena Krsteska

### 13. General Business

- a. It was resolved to appoint Mr Pasquale Daniele, Director of Australian Body Corporate as the Public Officer of the Owners Corporation.
- b. **Emergency Services** – The manager explained to members that Australian Body Corporate uses ROSCON (1800 767 266) for all after hours emergency services to the common property. If the problem to your own private lot, you will be liable for the costs of the call out and any other related charges incurred.

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

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

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

### 14. Close of Meeting

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

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25<sup>th</sup> November 2025

Minutes Prepared by:

**Sunny Chan**

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



Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0015334</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	01/03/2026 to 01/06/2026 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 617864Y
<b>Situation</b>	80-90 EPPING ROAD EPPING VIC 3076

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#### Sections

##### Section 1 – Insured Property

Building: \$76,579,650  
Common Area Contents: \$0  
Loss of Rent & Temporary Accommodation (total payable): \$11,486,947  
Lot Owners' Fixtures and Improvements (per lot): \$250,000

##### Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected  
Machinery Breakdown: Not Selected  
Lot Owners' Contents inclusion (per lot): Not Selected

##### Section 2 – Liability to Others

Sum Insured: \$20,000,000

##### Section 3 – Voluntary Workers

Death: \$300,000  
Total Disablement: \$3,000 per week

##### Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

##### Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

##### Section 6 – Government Audit Costs and Legal Expenses

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



**Flood Cover is included.**

Date Printed

28/02/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

INFORMATION ONLY

Enquiries: Sara Seif

In Reply

Please Quote: 708800

10 April 2019

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

Att: Robert Manfredi

Dear Mr. Manfredi

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

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

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

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

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

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


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

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

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

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

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

 Free Telephone Interpreter Service

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

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

Yours faithfully

A handwritten signature in blue ink, appearing to read 'Sara Seif', is written over a faint, illegible stamp or background.

**Sara Seif**  
**Planning Enforcement Officer**

INFORMATION ONLY

Enquiries: Anne Hatzis

In Reply

Please Quote: Planning Permit No. 708800 / JAS

10 January 2024

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

Dear Sir / Madam

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

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

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

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

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

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

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

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

Tel 03 9217 2170  
Fax 03 9217 2111  
TTY 133 677 (ask for 9217 2170)  
Email [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

 **Free Telephone Interpreter Service**

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

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

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

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

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

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

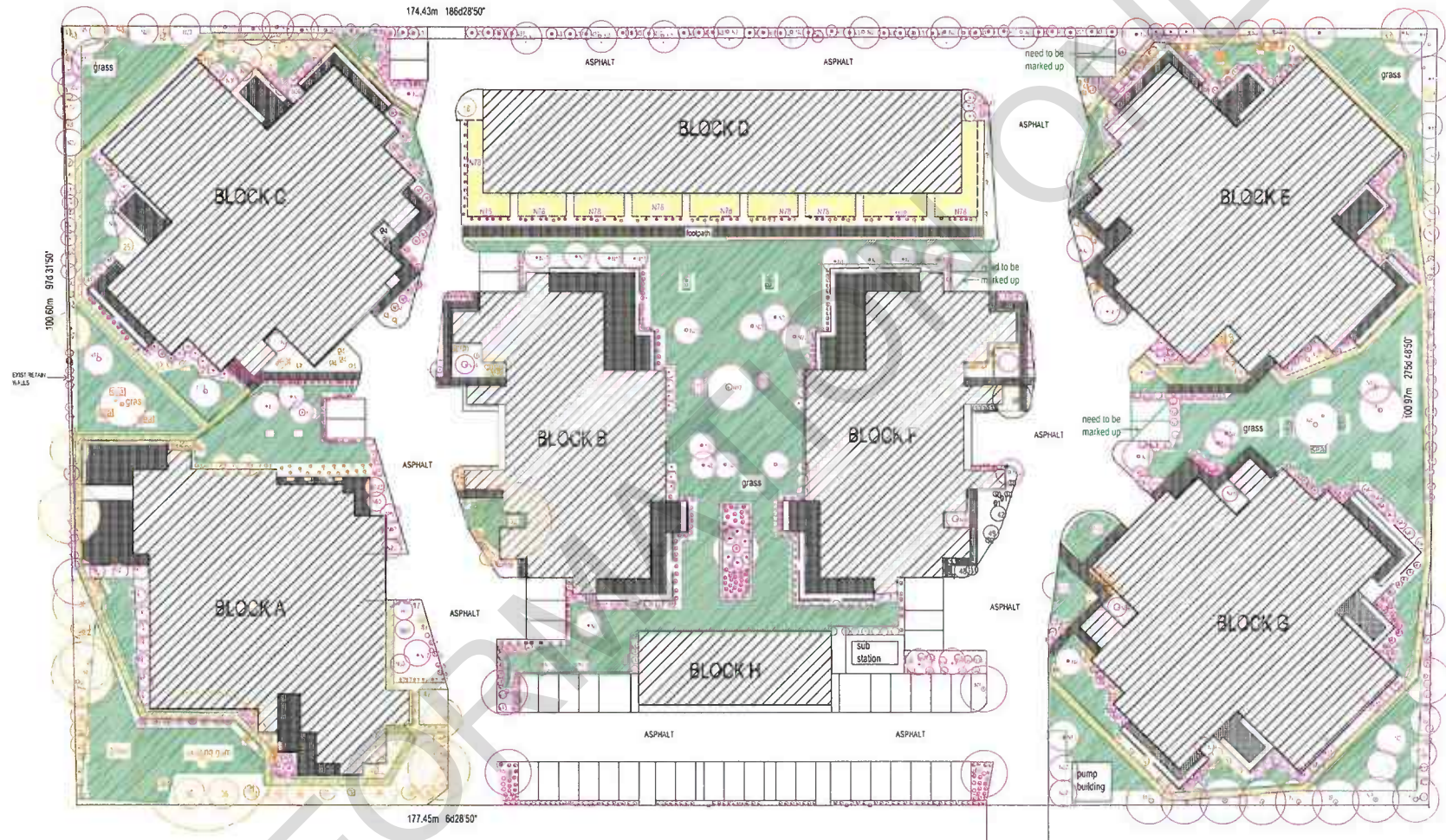
Please be advised that once the landscaping has been reinstated to the satisfaction of the Responsible Authority it MUST be continuously maintained to Council's satisfaction as stated in the above planning permit.

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


Yours faithfully

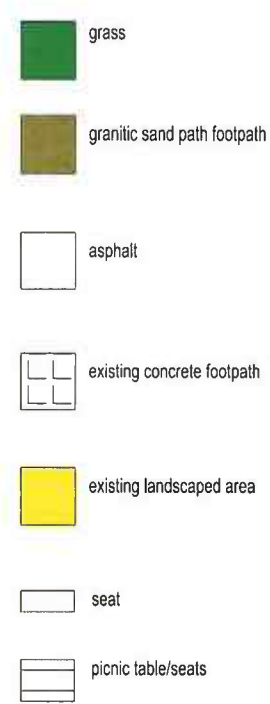


**Das Angelakos**  
**Unit Manager Planning Enforcement**



e p p i n g      r o a d

PROJECT PROPOSED LANDSCAPE PLAN AT 176-90 EPPING RD, EPPING	CLIENT EPPING ROAD PROJECT PTY LTD	DRAWING TITLE SITE PLAN	DATE 10/10/2024	SCALE AS SHOWN	PROJECT NO EP-2024-001	SHEET NO 2/2	
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**LEGEND-EXISTING**

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

**LEGEND-NEW**

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

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

SHEET NO  
1/2

PROJECT PROPOSED LANDSCAPE PLAN AT 76-90 EPPING RD, EPPING	BUILDING DESIGNER JENNIFER NEIVANDT DESIGN 4 RADIANT CRESCENT, FOREST HILL 3131 PH-9894 4477 neivandtdesign@gmail.com	DATE REVISIONS	
		DATE	July 2024 July 2024 A-hatching boxes added
		SCALE	1:150 at A2
		SHEET SIZE	A3
CLIENT EPPING ROAD PROJECT PTY LTD	DRAWING TITLE LEGEND	REG NO	DPIAD2001

**ENDORSED UNDER SECONDARY  
 CONSENT**

# **Model rules for an owners corporation**

## **1. Health, safety and security**

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

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

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

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

(2) This rule does not apply to—

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

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

### **1.3 Waste disposal**

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

### **1.4 Smoke penetration**

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

### **1.5 Fire safety information**

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

## **2. Committees and sub-committees**

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

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

### **3. Management and administration**

#### **3.1 Metering of services and apportionment of costs of services**

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

### **4. Use of common property**

#### **4.1 Use of common property**

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

#### **4.2 Vehicles and parking on common property**

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

## 4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## 5. Lots

### 5.1 Change of use of lots

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

#### Example

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

### 5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### 5.3 Requiring notice to the owners corporation of renovations to lots

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

## 6. Behaviour of persons

### 6.1 Behaviour of owners, occupiers and invitees on common property

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

### 6.2 Noise and other nuisance control

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

## 7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
  - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
  - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
  - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

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

## Lot entitlement and lot liability

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

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

## Further information

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

## Management of an owners corporation

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

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

## MINUTES OF ANNUAL GENERAL MEETING

### OWNERS CORPORATION PLAN OF SUBDIVISION – PS617864Y-OC3

#### Building B - Melaleuca, 86 Epping Road-3, Epping VIC 3076

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

#### 1. Welcome and Appointment of Chairperson of the Meeting

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

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

#### 2. Noting Attendance, Apologies & Proxy

Lot No	Name	Present	Proxy
NIL			

#### Apologies

Lot No	Name
60	Tanya Lowe

#### Manager(s) in attendance

Mr Sunny Chan of Australian Body Corporate

#### Voting

Voting will be by verbal acknowledgement.

#### Quorum Present

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

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

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

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

### **3. Acceptance of previous AGM minutes**

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

2024 Annual General Meeting

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

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

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

### **5. Acceptance of previous years financial reports**

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

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

Balance Sheet & Income/Expenditure Statement.

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

### **6. Owners Corporation Committee**

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

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

### **7. Review of Building and Public Liability Cover**

Please refer to OC1

### **8. Occupational Health & Safety Compliance**

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

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

## 9. Common Property Maintenance

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

Manager's Note:

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

## 10. Proposed Budget

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

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

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

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

## 11. Debt Collection & Penalty Interest

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

**a. DEBT COLLECTION:**

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

**b. Penalty Interest:**

Members resolved that - "Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006."

**c. Cost Recovery:**

Members resolved by Ordinary Resolution - "That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation."

## 12. Appointment of the Owners Corporation Manager

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

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

## 13. General Business

- a. It was resolved to appoint Mr Pasquale Daniele, Director of Australian Body Corporate as the Public Officer of the Owners Corporation.
- b. **Emergency Services** – The manager explained to members that Australian Body Corporate uses ROSCON (1800 767 266) for all after hours emergency services to the common property. If the problem to your own private lot, you will be liable for the costs of the call out and any other related charges incurred.
- c. **Electronic Communication** (paperless documentation)  
It was resolved that all levy invoices, meeting notices and communication correspondences will be electronically sent to the valid email addresses of all lot owners.
- d. Other General Business – NIL
- e. **Date for Next AGM**  
The next AGM will be held earlier subject to finalising of Financial Report.

## 14. Close of Meeting

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

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14<sup>th</sup> November 2025  
Minutes Prepared by:

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



Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	HU0015334
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	01/03/2026 to 01/06/2026 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 617864Y
<b>Situation</b>	80-90 EPPING ROAD EPPING VIC 3076

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#### Sections

##### Section 1 – Insured Property

Building: \$76,579,650  
Common Area Contents: \$0  
Loss of Rent & Temporary Accommodation (total payable): \$11,486,947  
Lot Owners' Fixtures and Improvements (per lot): \$250,000

##### Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected  
Machinery Breakdown: Not Selected  
Lot Owners' Contents inclusion (per lot): Not Selected

##### Section 2 – Liability to Others

Sum Insured: \$20,000,000

##### Section 3 – Voluntary Workers

Death: \$300,000  
Total Disablement: \$3,000 per week

##### Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

##### Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

##### Section 6 – Government Audit Costs and Legal Expenses

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



**Flood Cover is included.**

Date Printed

28/02/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

INFORMATION ONLY

Enquiries: Sara Seif

In Reply  
Please Quote: 708800

10 April 2019

OC3  
PO BOX 278  
Doncaster Heights VIC 3109  
E: admin@ausbodycorp.com.au  
P: 8418 8787

Att: Robert Manfredi

Dear Mr. Manfredi

**Failure to Comply with Whittlesea Planning Scheme and Planning Permit 708800 issued 22 December 2005, amended on 14 February 2006 and amended again on 19 September 2007 for 86 Epping Rd, Epping**

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

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

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

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

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

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

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

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

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

Tel 03 9217 2170  
Fax 03 9409 9880  
TTY 133 677 (ask for 9217 2170)  
Email [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

 Free Telephone Interpreter Service

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

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

Yours faithfully



**Sara Seif**  
**Planning Enforcement Officer**

INFORMATION ONLY

# Model rules for an owners corporation

## 1. Health, safety and security

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

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

### 1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

### 1.3 Waste disposal

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

### 1.4 Smoke penetration

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

### 1.5 Fire safety information

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

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### 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.

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#### **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.
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- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

### **4. Use of common property**

#### **4.1 Use of common property**

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

#### **4.2 Vehicles and parking on common property**

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

## 4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## 5. Lots

### 5.1 Change of use of lots

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

#### Example

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

### 5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### 5.3 Requiring notice to the owners corporation of renovations to lots

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

## 6. Behaviour of persons

### 6.1 Behaviour of owners, occupiers and invitees on common property

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

### 6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## 7. Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

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

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

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

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

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

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

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

## Lot entitlement and lot liability

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

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

## Further information

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

## Management of an owners corporation

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

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