

# Contract of Sale of Real Estate

**Property address**                      **Unit 5 Ground 21 Plenty Road BUNDOORA 3083**

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

The terms of this contract are contained in the -

- particulars of sale; and
  - special conditions, if any; and
  - general conditions
- in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties -
- must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2025

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

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

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

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2025

**Print name(s) of person(s) signing:**                      JENNIFER ANN WALL

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

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

### IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- \* you bought the property at 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- \* you are an estate agent or a corporate body.

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

HARCOURTS RATA & CO  
1/337 Settlement Road, Thomastown, VIC 3074  
Email: sold@rataandco.com.au  
Tel: 03 9465 7766 Mob:

Fax: 03 9464 3177 Ref:

#### Vendor

**JENNIFER ANN WALL**

#### Vendor's legal practitioner or conveyancer

**Melbourne Real Estate Conveyancing Pty Ltd**  
954 High Street Reservoir Vic 3073  
Email: amal@melbournerec.com.au  
Tel: 94646732 Mob:

Fax: Ref: AJ:25/3426AJ

#### Purchaser

Name: .....  
Address: .....  
ABN/ACN: .....  
Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....  
Address: .....  
Email: .....  
Tel:..... Mob: ..... Fax: ..... Ref: .....

#### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12189 Folio 835	G05	PS742797M

OR

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **Unit 5 Ground 21 Plenty Road BUNDOORA 3083**

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

All Fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature except for cat enclosure in the courtyard.

**Payment** (general condition 14 and 17)

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

**GST** (general condition 19)

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

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

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

**Settlement** (general condition 17)

**is due on** .....

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

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

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1

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

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

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

Loan amount

Approval date:

**FIRB APPROVAL REQUIRED** (Special Condition 16)

YES ..... Passport Provided? Yes or No? .....

Passport Number .....

NO .....

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

**Special conditions**

**GST WITHHOLDING NOTICE**

Purchaser must make a GST Withholding Payment:  No  Yes  
(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

**GST Withholding Payment Details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid:  at completion  at another time (specify):

Is any of the consideration not expressed as an amount in money?  No  Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

# Special Conditions

## 1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

## 2. Acceptance of title

General condition 12.4 is added:

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

## 3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
  - 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
  - 3.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
  - 3.4 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.
  - 3.5 The Purchaser must:
    - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
    - (b) ensure that the representative does so.
  - 3.6 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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special 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.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
    - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
    - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
  - 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for settlement.
  - 3.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
  - 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 4. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 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.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 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.
- 4.9 The Vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the Estate Agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the vendor holds those documents, items and keys at the Vendor's address set out in the contract, and
  - (d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

#### 5. GST withholding

- 5.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in a *New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

5.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

5.10 The vendor warrants that:

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

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

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation*

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.

5.12 This general condition will not merge on settlement.

## 6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

## 7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

## 8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

## 9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may require the installation of barriers or fencing as appropriate by the building regulations or the requirement for any permits or approvals and the requirement for obtaining compliance and registration as appropriate, the Purchaser must comply, at the Purchaser's cost and expense, with the building and government authorities and regulations within 30 days of Settlement. The Purchaser acknowledges and agrees that the Vendor makes no warranty or no representation for any permits or approvals, registration or compliance for the Swimming pool or spa. Upon signing this Contract of Sale, the Purchaser acknowledges and agrees that the Purchaser shall bear full responsibility for any fines, notices or orders issued after the date of the Purchaser signing the Contract with respect to the Pool and Spa registration, compliance or any works required in relations to the Pool/Spa, requirements for Fencing/Compliance or Permits. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all notice, orders or legal requirements under the building regulations.
- 9.5 The land and buildings and improvements, if any has sold hereby and inspected by the Purchaser are sold on the basis of existing improvements thereon and the Purchaser shall not make any claim, requisition or rescind the Contract:
  - 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
  - 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
  - 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

9.6 General Condition 12 is Deleted from this Contract.

9.7 The Purchaser acknowledges that the Vendor makes no warranty or representation that any improvements on the land sold or any alterations or additions or renovations thereto comply with the requirements of the VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities.

Any such failure of any building or improvements on the land to comply with the planning, health, environmental building and other legislations, VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities and encroachments by or on the land there under shall not constitute a defect in the Vendor's title. The Purchaser shall not make any requisition, claim or compensation in relation to the issuance or non-issuance of the Building and Occupancy Permits/Final Inspections and other permits by the relevant authorities in respect of any improvements, additions, alterations thereon.

Purchaser acknowledges having inspected the Property hereby sold and save as is otherwise expressly provided, acknowledges that the Purchaser is purchasing the Property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the Property sold. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.7 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.7. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

9.8 The Purchaser acknowledges that the Vendor makes no warranty or no representation for any permits, approvals or compliance certificates for the pool, property or any improvements, alterations or additions to the property. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.8 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.8.

The Vendor will not be required to procure any Defects reports, building permit, building approval, final inspection, Occupancy Permits, compliance certificates, registration certificates or any other permits, approvals or inspections in relations to the land, property, pool or any improvements, upgrades, extension or alterations and the purchasers shall not make any requisition or claim any compensation from the Vendor on that ground.

The Purchaser accepts the land, pool or improvements on and the services on to the land in their present condition, position and state of repair and subject to all fault or defects both latent and patent.

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

## 10. Improvements.

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

## 11. Planning.

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

## 12. Restrictions.

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

## 13. Settlement.

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.

- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

#### **14. Licence Agreement.**

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

#### **15. Guarantee & Indemnity.**

- 15.1 Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

#### **16. Foreign Acquisitions and Takeovers Act 1975.**

- 16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
- 16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
- 16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
- 16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
- 16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

#### **17. Loans / Finance**

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

#### **18. Indemnity – Estate Agent**

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

#### **19. Adjustments of Outgoings**

- 19.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between then is the proportion of the outgoing equal to the proportion which:
- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
- (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or

19.2.2 On such other basis,

as the Vendor may reasonably direct the Purchaser on or before the settlement date.

- 19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

## **20. Stamp Duty – Purchasers Buying in unequal Interest**

- 20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).
- 20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

## **21. Vendor Statement**

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

## **22. Trust**

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

- 23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- 23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;
- 23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.
- 23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- 23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

## **23. Personal property securities register**

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

## **24. Solar Panels**

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

- 25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;
- 25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;
- 25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and
- 25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar panels, or otherwise.

## **25. Christmas & New Year Holiday Period**

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

## **26. PROPERTY SOLD "AS IS"**

The Purchaser acknowledges and agrees:

26.1 that the property is purchased by the Purchaser:-

(a) on an "as is" basis and as a result of the independent exercise of the purchaser's own skill and judgement after due inspection and investigation;

(b) in its present condition with all existing patent and latent defects; General Condition 31.4, 31.5 and 31.6 are deleted from this Contract

(c) Subject to any infestations or dilapidations

(d) Subject to all non-compliance with the local Government Act or any ordinance under that act in respect of any building on the land.

26.2 the Vendor has not made nor shall be construed as having made any representation or warranty that any improvements or appliances on the property comply with the Uniform Building Regulations and any other relevant rules regulations or statutory provisions in relation to them or any permit or other authority issued with respect to them.

26.3 no representation or warranty has been made or given by the Vendor or by any person acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

(i) the marketability, quality or fitness for any purpose of the Property or the improvements;

(ii) the freedom of the Property from defects, infestation, contamination or dangerous substances;

(iii) the use to which the Property can lawfully be put; or

(iv) whether development of any description may be carried out on the Property.

26.4 The Purchaser shall not be entitled to claim any damages or compensation or to delay the settlement of the sale herein by reason of: the state of cleanliness of any improvement erected on the land herein sold;

## **27. OWNERS CORPORATION AGM**

The purchaser acknowledges they should contact the Owners Corporation Manager and make their own enquiries as to the details of the AGM so that they are aware of any future liabilities, including levies and/or works to be undertaken and any defects if applicable.

The Purchaser cannot delay settlement and shall not be entitled to make any requisition or objection, or claim any compensation, or seek any contributions towards any costs, fees or contributions from the Vendor as a result of any matters raised at the AGM or information provided in the Minutes from the AGM.

The Purchaser acknowledges having verified the information contained in the Owners Corporation Certificate and its enclosures and shall not make any requisition nor claim any compensation from the Vendor in respect of any matters contained in the Owners Corporation Certificate and/or its enclosures

**GUARANTEE & INDEMNITY**

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

**SCHEDULE**

**Vendor:** .....

**Purchaser:** .....

**Guarantor:** .....

**Contract:** A contract dated the ..... of ..... 2024 between the vendor and the purchaser

**EXECUTED AS A DEED** on the ..... of ..... 2024

**SIGNED SEALED AND DELIVERED BY** )  
**The said guarantor in the presence of:** ) .....

.....  
Witness

# 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 one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

### 4. NOMINEE

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

## 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 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives-
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1) (b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;

- 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 received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 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*.

# 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 deposit must be released to the vendor if:
- the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - there are no debts secured against the property; or
    - if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - by cheque drawn on an authorised deposit-taking institution; or
  - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- settlement;
  - the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

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

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

#### 16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

#### 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

#### 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

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

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

## 21. BUILDING REPORT

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor’s entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and

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

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

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

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

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

## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

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

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

27.3 A document is sufficiently served:

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

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.1 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## 29. INSPECTION

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

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land; and
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

# Due diligence checklist

## What you need to know before buying a residential property

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

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

## Rural properties

### ***Moving to the country?***

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

### ***Can you build new dwellings?***

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

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

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

## Soil and groundwater contamination

### ***Has previous land use affected the soil or groundwater?***

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

## Land boundaries

### ***Do you know the exact boundary of the property?***

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

## Planning controls

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

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

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

### ***Are there any proposed or granted planning permits?***

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

## Safety

### ***Is the building safe to live in?***

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

## Building permits

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

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

### ***Are any recent building or renovation works covered by insurance?***

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

## Utilities and essential services

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

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

## Buyers' rights

### ***Do you know your rights when buying a property?***

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

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

<b>Land</b>	Unit 5 Ground 21 Plenty Road BUNDOORA 3083
-------------	--

<b>Vendor's name</b>	JENNIFER ANN WALL	<b>Date</b> / /
----------------------	-------------------	--------------------

<b>Vendor's signature</b>	
---------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
------------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
------------------------------	--

# 1 FINANCIAL MATTERS

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

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

## 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	
--	----	--

Other particulars (including dates and times of payments):
--

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

## 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. As attached
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	As attached
(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 of property clearance certificate or is as follows	As attached

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

**3.2. Road Access**

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

**3.3. 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.

**4 NOTICES**

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

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

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

**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:

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

**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:

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

**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):

Are contained in the attached certificate.

**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 certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act 2006*.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

Not Applicable.

## 8 SERVICES

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

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

## 9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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):

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

- Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

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

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

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

--

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

Page 1 of 1

VOLUME 12189 FOLIO 835

Security no : 124123328904W  
Produced 01/04/2025 04:51 PM

**LAND DESCRIPTION**

Lot G05 on Plan of Subdivision 742797M.  
PARENT TITLE Volume 10065 Folio 970  
Created by instrument PS742797M 25/02/2020

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
JENNIFER ANN WALL of UNIT G05 21 PLENTY ROAD BUNDOORA VIC 3083  
AW636493N 15/03/2023

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AW636494L 15/03/2023  
WESTPAC BANKING CORPORATION

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 PS742797M FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: UNIT 21 PLENTY ROAD BUNDOORA VIC 3083

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 15/03/2023

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS742797M

DOCUMENT END

# Imaged Document Cover Sheet

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Document Identification	<b>PS742797M</b>
Number of Pages (excluding this cover sheet)	<b>21</b>
Document Assembled	<b>01/04/2025 16:51</b>

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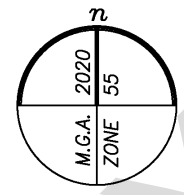
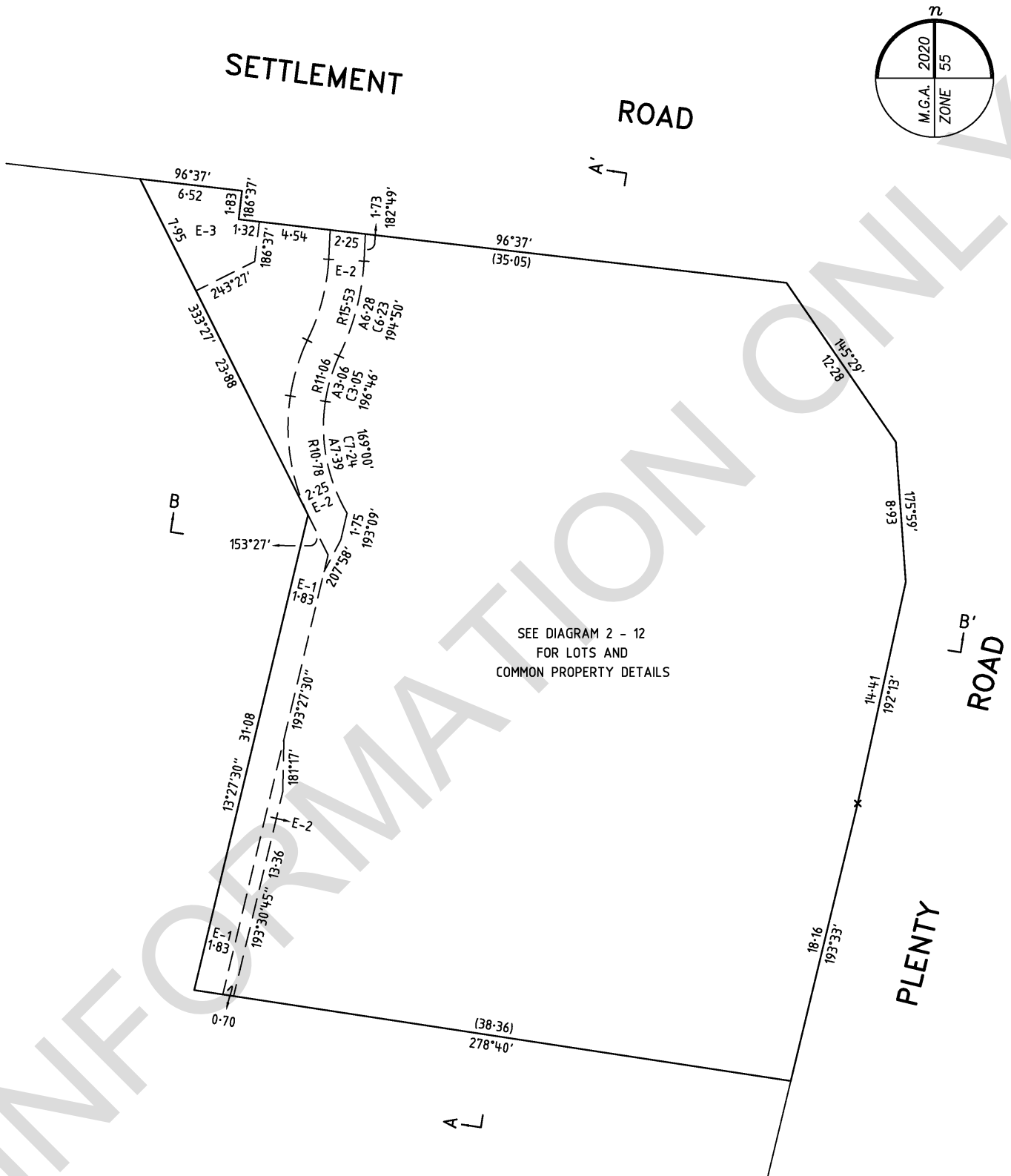
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<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS 742797M</b>
<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> KEELBUNDORA</p> <p><b>TOWNSHIP:</b> --</p> <p><b>SECTION:</b> A</p> <p><b>CROWN ALLOTMENT:</b> 2 (PART)</p> <p><b>CROWN PORTION:</b> --</p> <p><b>TITLE REFERENCE:</b> VOL 10065 FOL 970</p> <p><b>LAST PLAN REFERENCE:</b> PC350451A</p> <p><b>POSTAL ADDRESS (at time of subdivision):</b> 21 PLENTY ROAD BUNDOORA 3083</p> <p><b>MGA 2020 CO-ORDINATES (approx. centre of land in plan):</b> E 328 820 N 5 825 895 <b>ZONE:</b> 55</p>		<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 610051                  Planning Permit Reference: 610051                  SPEAR Reference Number: S140422T</p> <p><b>Certification</b></p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Angela Cuschieri for Whittlesea City Council on 05/02/2020</p> <p><b>Statement of Compliance</b> issued: 19/02/2020</p>	
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>	
<b>IDENTIFIER</b>	<b>COUNCIL/BODY/PERSON</b>	<p><b>STAGING</b>      <del>THIS IS</del> <b>NOT A STAGED SUBDIVISION</b>                  PLANNING PERMIT NO. 610051</p> <p><b>SURVEY</b>      <del>THIS PLAN IS</del> <b>NOT BASED ON SURVEY</b>                  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) PM509 &amp; PM511 IN PROCLAIMED SURVEY AREA NO. -</p> <p><b>DEPTH LIMITATION</b>      15.24 METRES BELOW THE SURFACE</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.                  LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:                  INTERIOR FACE : ALL BOUNDARIES.</p> <p>COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND INCLUDES THE STRUCTURE THAT DEFINES BOUNDARIES.</p> <p>ALL PILLARS, SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No.1, UNLESS SHOWN OTHERWISE.</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT &amp; LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p>	
NIL	NIL	<p>--- // --- DENOTES STRUCTURE (NON BOUNDARY)</p> <p>PT - PART                  B - BALCONY                  P - PROJECTION OF UNDERSIDE OF CEILING                  CP No.1 - COMMON PROPERTY No.1</p>	
<b>EASEMENT INFORMATION</b>			
<b>EASEMENTS &amp; RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THE LAND IN THIS PLAN.</b>			
<b>LEGEND:    E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE    A - APPURTENANT EASEMENT</b>			
<b>SUBJECT LAND</b>	<b>PURPOSE</b>	<b>WIDTH (metres)</b>	<b>ORIGIN</b>
E-1	DRAINAGE AND SEWERAGE	1.83	LP33477
E-1	SEWERAGE	1.83	THIS PLAN
E-2	SEWERAGE	SEE PLAN	THIS PLAN
E-3	SUPPLY OF ELECTRICITY	SEE PLAN	THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000
			LOTS ON LP33477
			YARRA VALLEY WATER CORPORATION
			YARRA VALLEY WATER CORPORATION
			AUSNET ELECTRICITY SERVICES Pty Ltd
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au DEVELOP WITH CONFIDENCE™ <i>Bosco Jonson</i>		<p><b>LICENSED SURVEYOR</b>    <b>MICHAEL BYRNE</b></p> <p><b>DATE</b>    25/02/20      <b>REFERENCE</b>    30929003</p> <p><b>VERSION</b>    J      <b>DRAWING</b>    3092900AJ</p> <p>Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T</p>	
		<b>ORIGINAL SHEET SIZE A3</b>	
		<b>SHEET 1 OF 21 SHEETS</b>	
		<b>PLAN REGISTERED</b>	
		<b>TIME: 3:16pm    DATE: 25/02/20</b>	
		<b>Assistant Registrar of Titles    G Venn</b>	

**PLAN OF SUBDIVISION**

**PS 742797M**



**SITE DIAGRAM**  
DIAGRAM 1

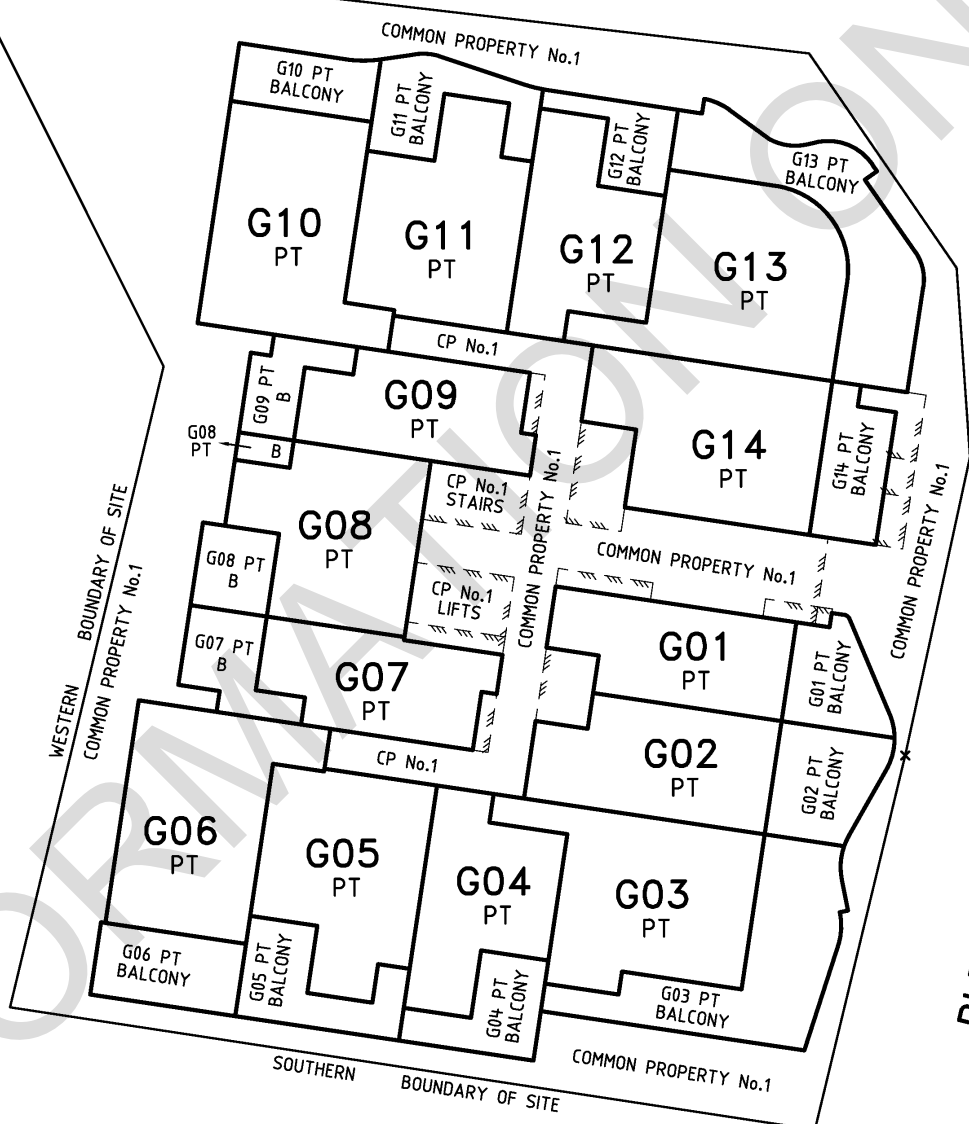
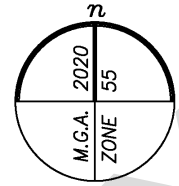
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	VERSION J	DRAWING 3092900AJ	SHEET 2	
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**PLAN OF SUBDIVISION**

**PS 742797M**

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR  
EASEMENT DETAILS

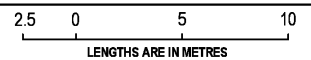
GROUND LEVEL  
DIAGRAM 2

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SHEET 3

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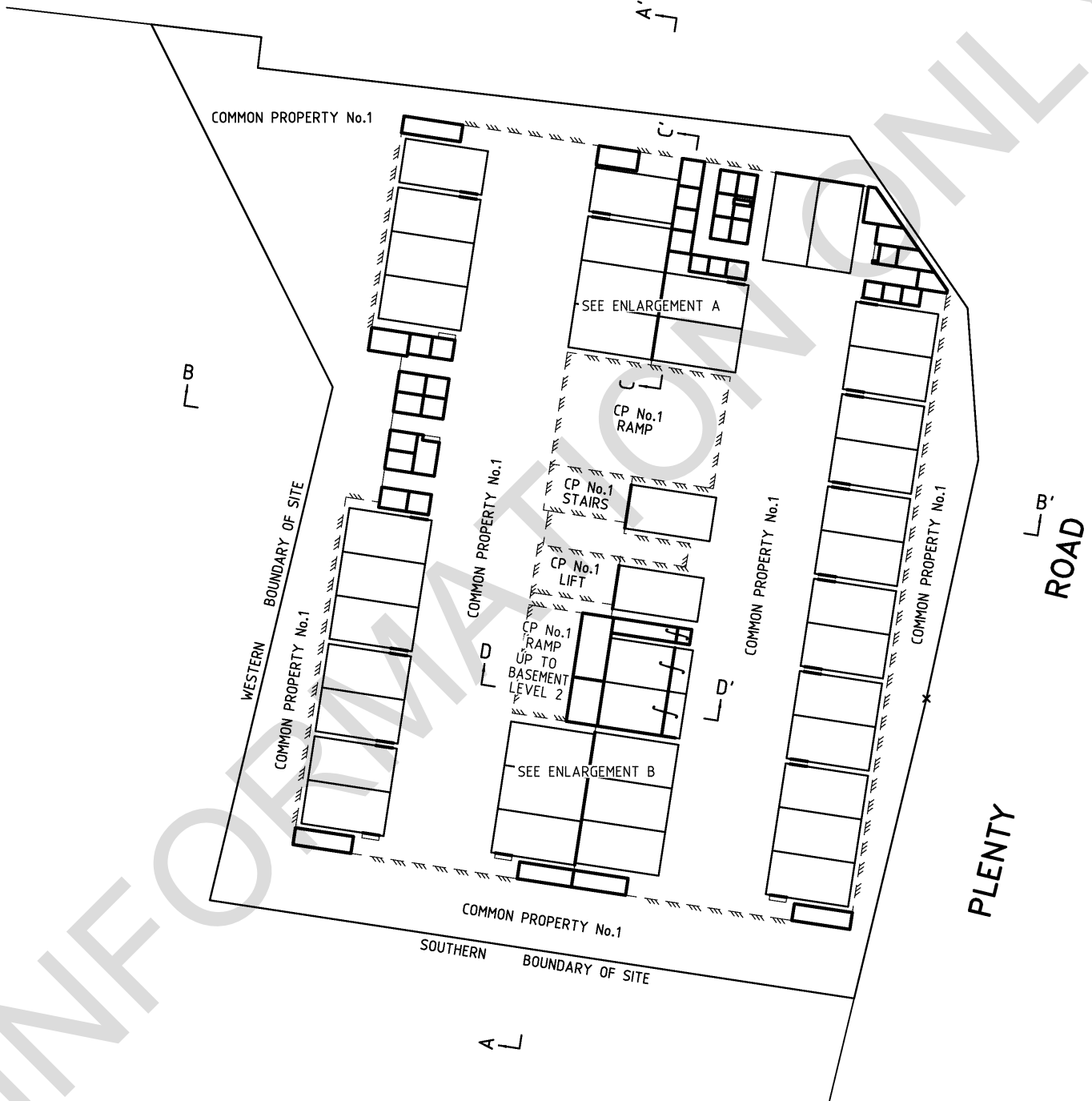
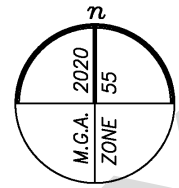
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**PLAN OF SUBDIVISION**

**PS 742797M**

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR  
EASEMENT DETAILS

**BASEMENT 3 & BELOW**  
DIAGRAM 3  
SEE ALSO ENLARGEMENTS A AND B

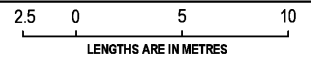
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SHEET 4

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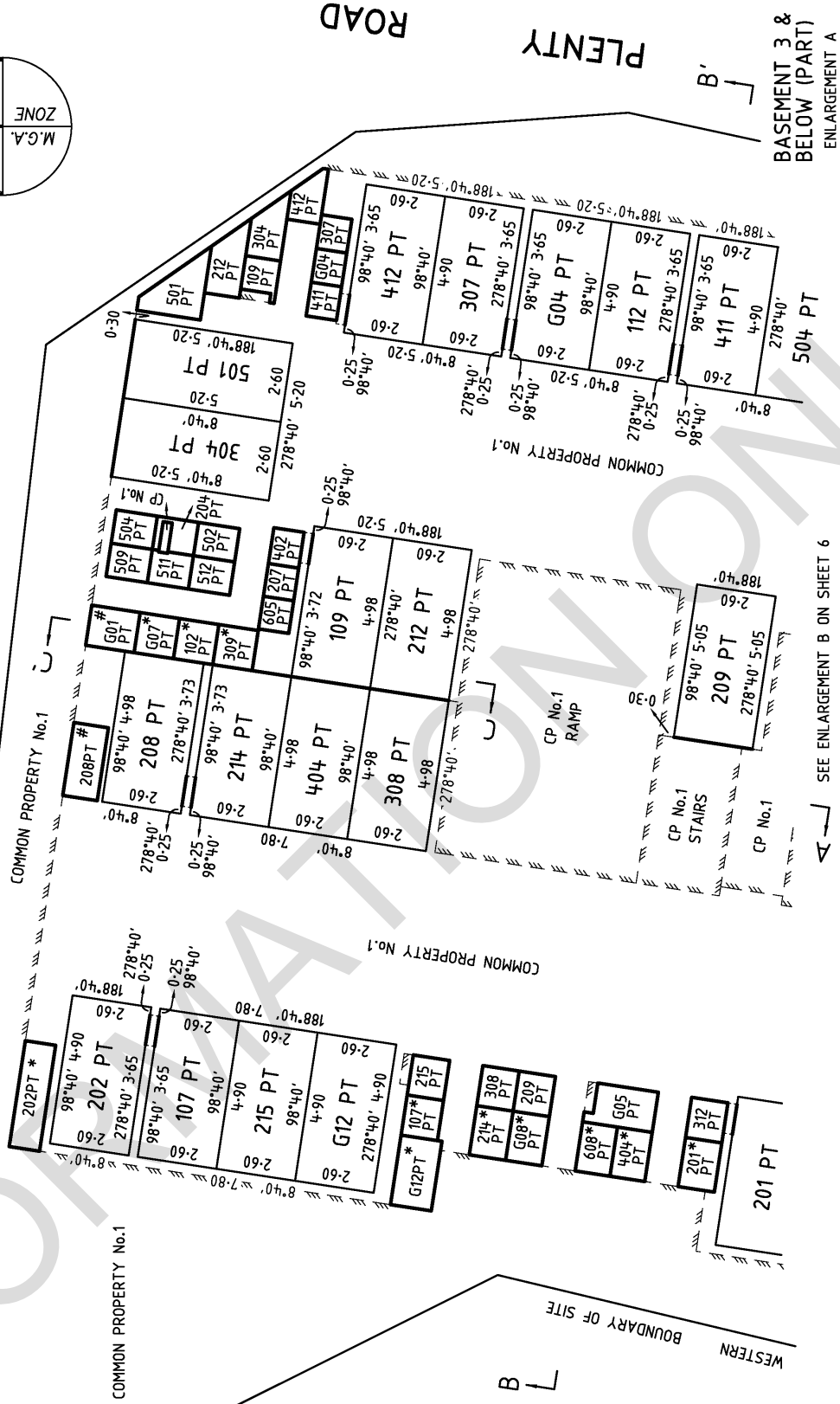
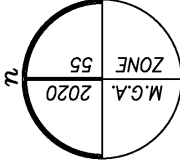
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**PLAN OF SUBDIVISION**

**SETTLEMENT**

**ROAD**



SEE ENLARGEMENT B ON SHEET 6



SCALE 1:150  
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SHEET 5

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VERSION J

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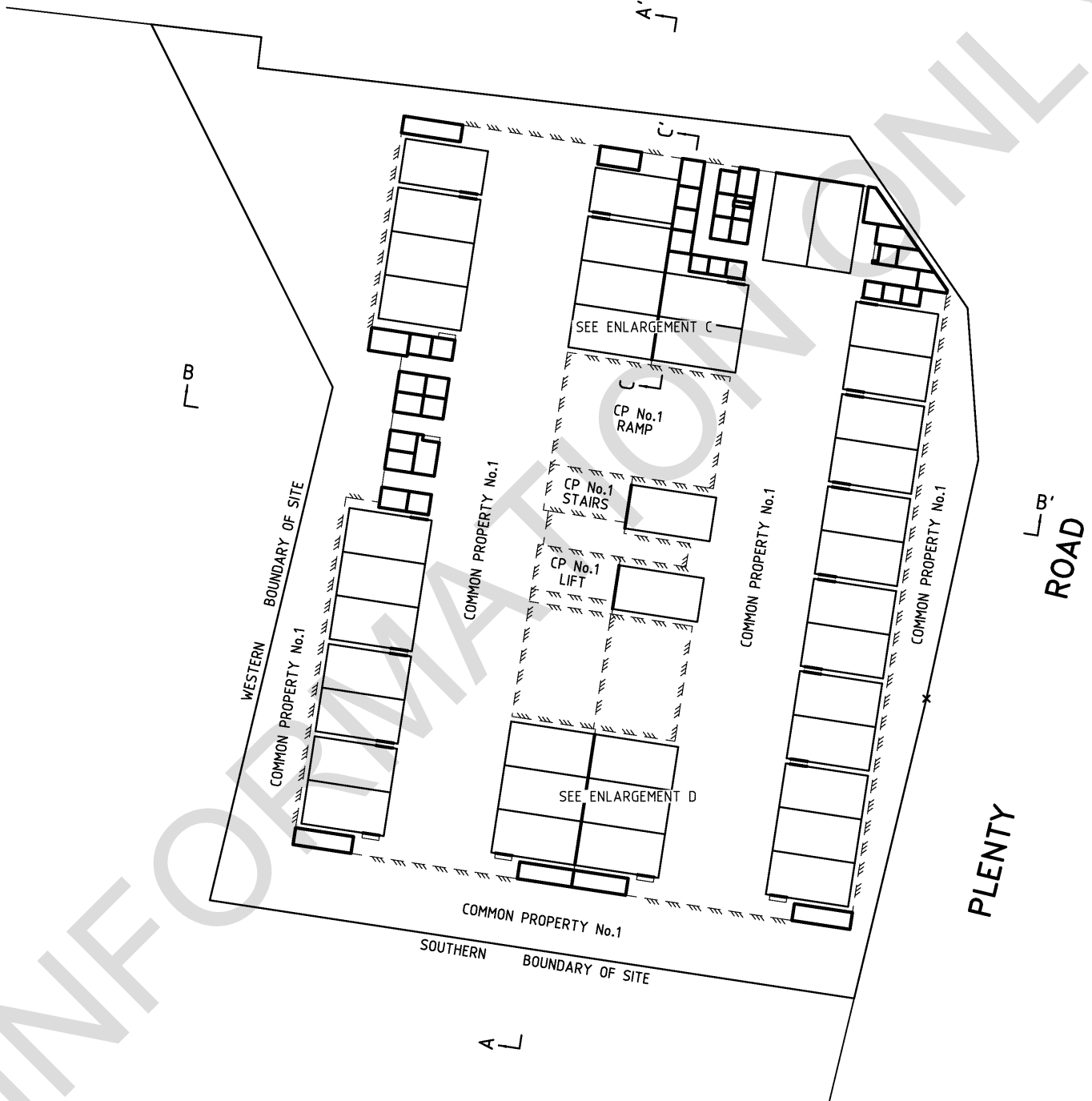
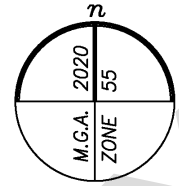


**PLAN OF SUBDIVISION**

**PS 742797M**

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR  
EASEMENT DETAILS

**BASEMENT 2**  
DIAGRAM 4

SEE ALSO ENLARGEMENTS C AND D

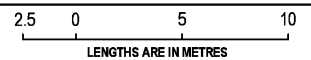
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LICENSED SURVEYOR **MICHAEL BYRNE**

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SHEET 7

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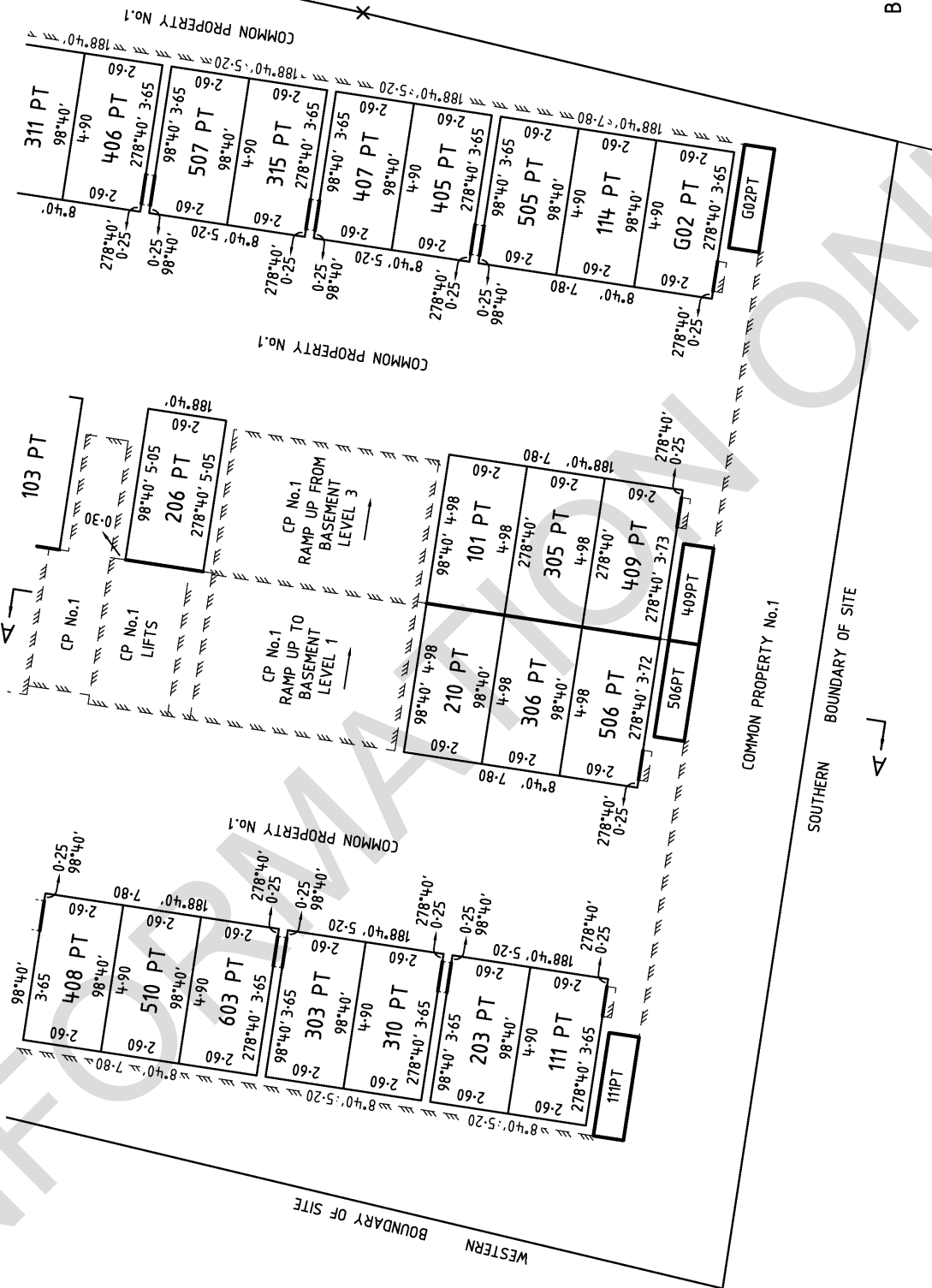
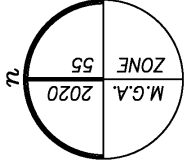
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05/02/2020,  
SPEAR Ref: S140422T



# PLAN OF SUBDIVISION

PS 742797M

SEE ENLARGEMENT C ON SHEET 8



BASEMENT 2 (PART)  
ENLARGEMENT D

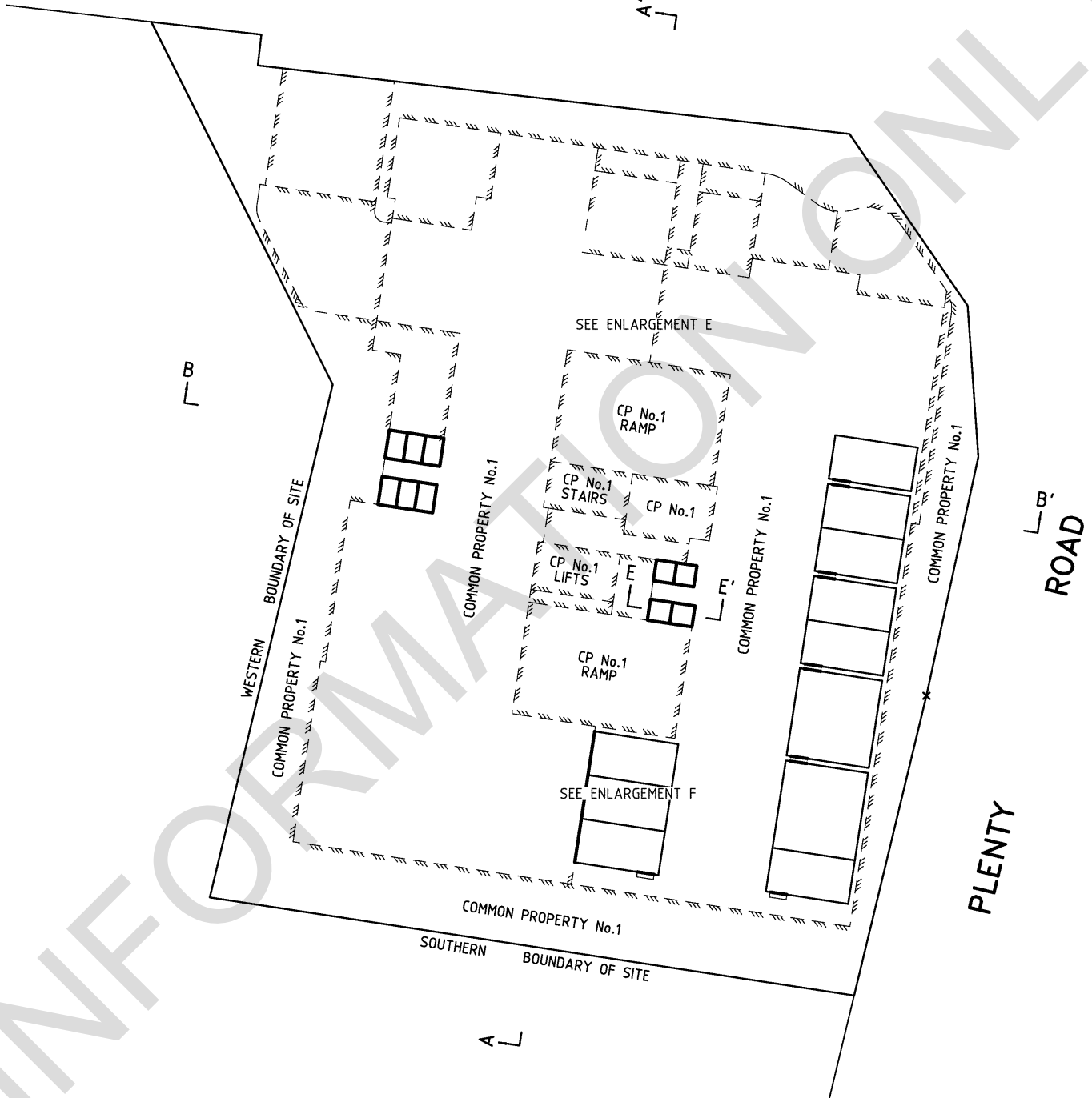
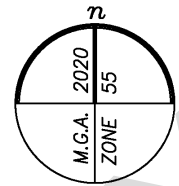
<p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03 7019 8400 www.veris.com.au Formerly CONFIDENCE™ <b>Bosco Johnson</b></p>	<p>DATE 25/02/20</p> <p>VERSION J</p>	<p>LICENSED SURVEYOR <b>MICHAEL BYRNE</b></p> <p>REFERENCE 30929003</p> <p>DRAWING 3092900AJ</p>	<p>SCALE 1:150</p> <p>LENGTHS ARE IN METRES</p> <p>1.5 0 3 6</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 9</p>
	<p>Amended by: Michael Byrne, Licensed Surveyor 25/02/2020.</p>	<p>Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A Ver J), 04/12/2019, SPEAR Ref: S:140422T</p>	<p>Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S:140422T</p>	

**PLAN OF SUBDIVISION**

**PS 742797M**

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR  
EASEMENT DETAILS

**BASEMENT 1  
DIAGRAM 5**

SEE ALSO ENLARGEMENTS E AND F

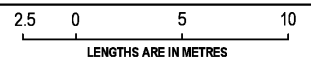
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DATE 25/02/20

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ORIGINAL SHEET SIZE A3

VERSION J

DRAWING 3092900AJ

SHEET 10

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Surveyor's Plan Version (3092900A ver J),  
04/12/2019, SPEAR Ref: S140422T

Digitally signed by:  
Whittlesea City Council,  
05/02/2020,  
SPEAR Ref: S140422T

**PS 742797M**

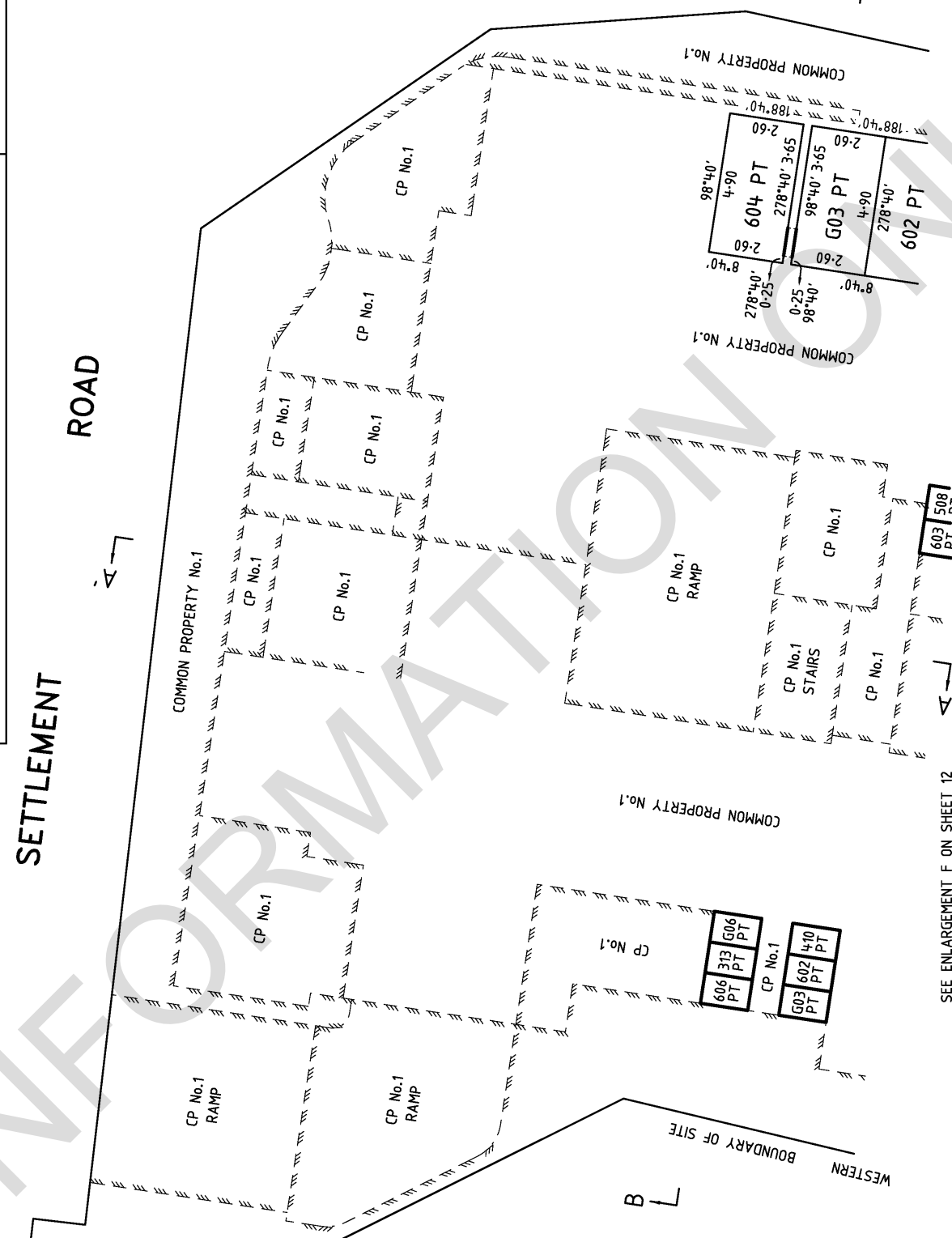
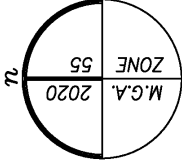
**PLAN OF SUBDIVISION**

**SETTLEMENT**

**ROAD**

**PLENTY ROAD**

**BASEMENT 1 (PART)  
ENLARGEMENT E**

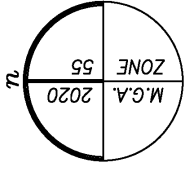
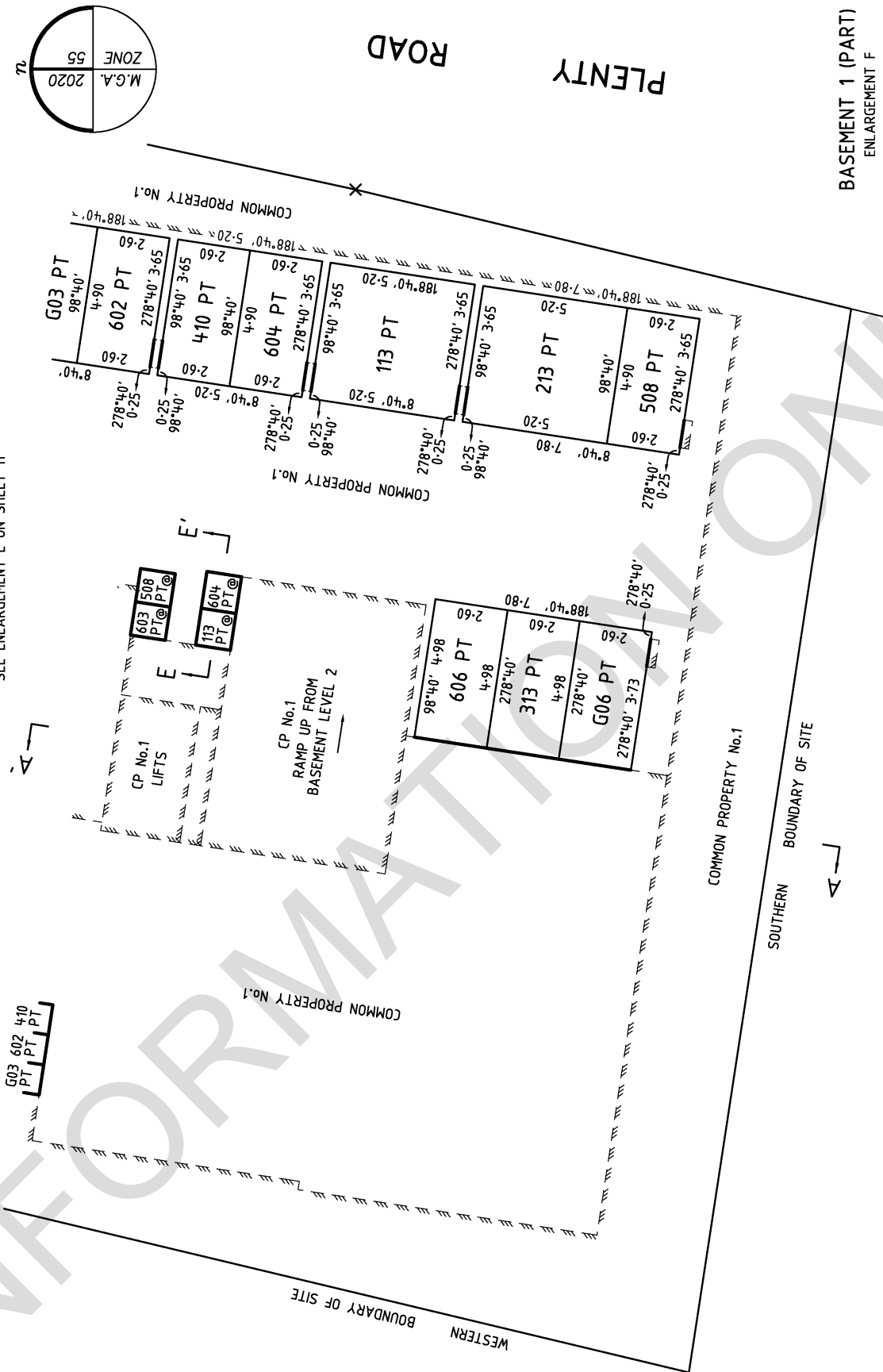


<p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03 7019 8400 www.veris.com.au Formerly <b>CONFIDENCE™ Bosco Johnson</b></p>	<p><b>LICENSED SURVEYOR</b> MICHAEL BYRNE</p>	<p><b>DATE</b> 25/02/20</p>	<p><b>REFERENCE</b> 30929003</p>	<p><b>ORIGINAL SHEET SIZE</b> A3</p>
	<p><b>DATE</b> 25/02/20</p>	<p><b>REFERENCE</b> 30929003</p>	<p><b>DRAWING</b> 3092900AJ</p>	<p><b>SCALE</b> 1:150</p>
<p><b>DEVELOP WITH CONFIDENCE™</b></p>		<p><b>VERSION</b> J</p>	<p>Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A Ver J), 04/12/2019, SPEAR Ref: S140422T</p>	<p><b>LENGTHS ARE IN METRES</b></p> <p>1.5 0 3 6</p>
<p>Amended by: Michael Byrne, Licensed Surveyor 25/02/2020.</p>		<p>Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A Ver J), 04/12/2019, SPEAR Ref: S140422T</p>	<p>Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T</p>	<p><b>SHEET</b> 11</p>


**PLAN OF SUBDIVISION**

**PS 742797M**

SEE ENLARGEMENT E ON SHEET 11



**BASEMENT 1 (PART)  
ENLARGEMENT F**

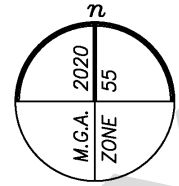
 <p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au Formerly <b>Bosco Johnson</b></p>	<p><b>LICENSED SURVEYOR</b> MICHAEL BYRNE</p>	<p><b>DATE</b> 25/02/20</p>	<p><b>REFERENCE</b> 30929003</p>	<p><b>ORIGINAL SHEET SIZE</b> A3</p>	
	<p><b>VERSION</b> J</p>	<p><b>DRAWING</b> 3092900AJ</p>	<p>1.5 0 3 6 LENGTHS ARE IN METRES</p>	<p><b>SCALE</b> 1:150</p>	<p><b>SHEET</b> 12</p>
<p><b>DEVELOP WITH CONFIDENCE™</b></p>	<p>Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A Ver J), 04/12/2019, SPEAR Ref: S:140422T</p>	<p>Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S:140422T</p>	<p>Amended by: Michael Byrne, Licensed Surveyor 25/02/2020.</p>		

**PLAN OF SUBDIVISION**

**PS 742797M**

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR  
EASEMENT DETAILS

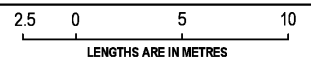
FIRST STOREY  
DIAGRAM 6

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LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE  
1:250



DATE 25/02/20  
VERSION J

REFERENCE 30929003  
DRAWING 3092900AJ

ORIGINAL SHEET SIZE A3  
SHEET 13

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04/12/2019, SPEAR Ref: S140422T

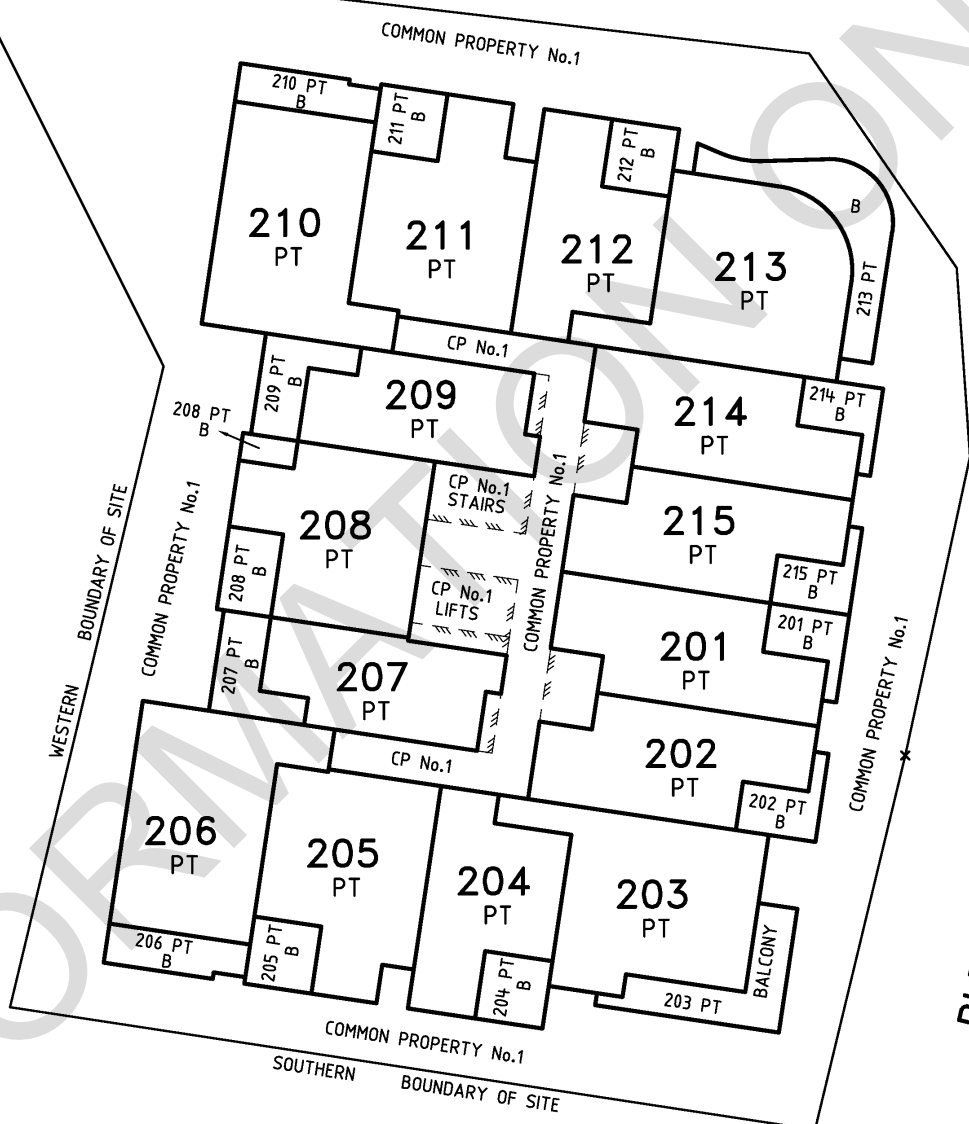
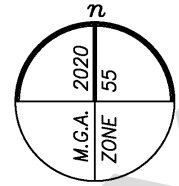
Digitally signed by:  
Whittlesea City Council,  
05/02/2020,  
SPEAR Ref: S140422T

**PLAN OF SUBDIVISION**

**PS 742797M**

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR  
EASEMENT DETAILS

SECOND STOREY  
DIAGRAM 7

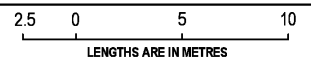
Level 3, 1 Southbank Boulevard  
Southbank, Victoria 3006  
03) 7019 8400



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LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE  
1:250



DATE 25/02/20  
VERSION J

REFERENCE 30929003  
DRAWING 3092900AJ

ORIGINAL SHEET SIZE A3

SHEET 14

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Surveyor's Plan Version (3092900A ver J),  
04/12/2019, SPEAR Ref: S140422T

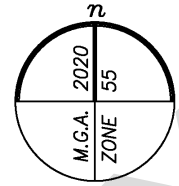
Digitally signed by:  
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05/02/2020,  
SPEAR Ref: S140422T

**PLAN OF SUBDIVISION**

**PS 742797M**

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR  
EASEMENT DETAILS

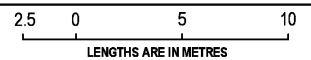
THIRD STOREY  
DIAGRAM 8

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LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE  
1:250



DATE 25/02/20  
VERSION J

REFERENCE 30929003  
DRAWING 3092900AJ

ORIGINAL SHEET SIZE A3

SHEET 15

Digitally signed by: Michael Byrne, Licensed Surveyor,  
Surveyor's Plan Version (3092900A ver J),  
04/12/2019, SPEAR Ref: S140422T

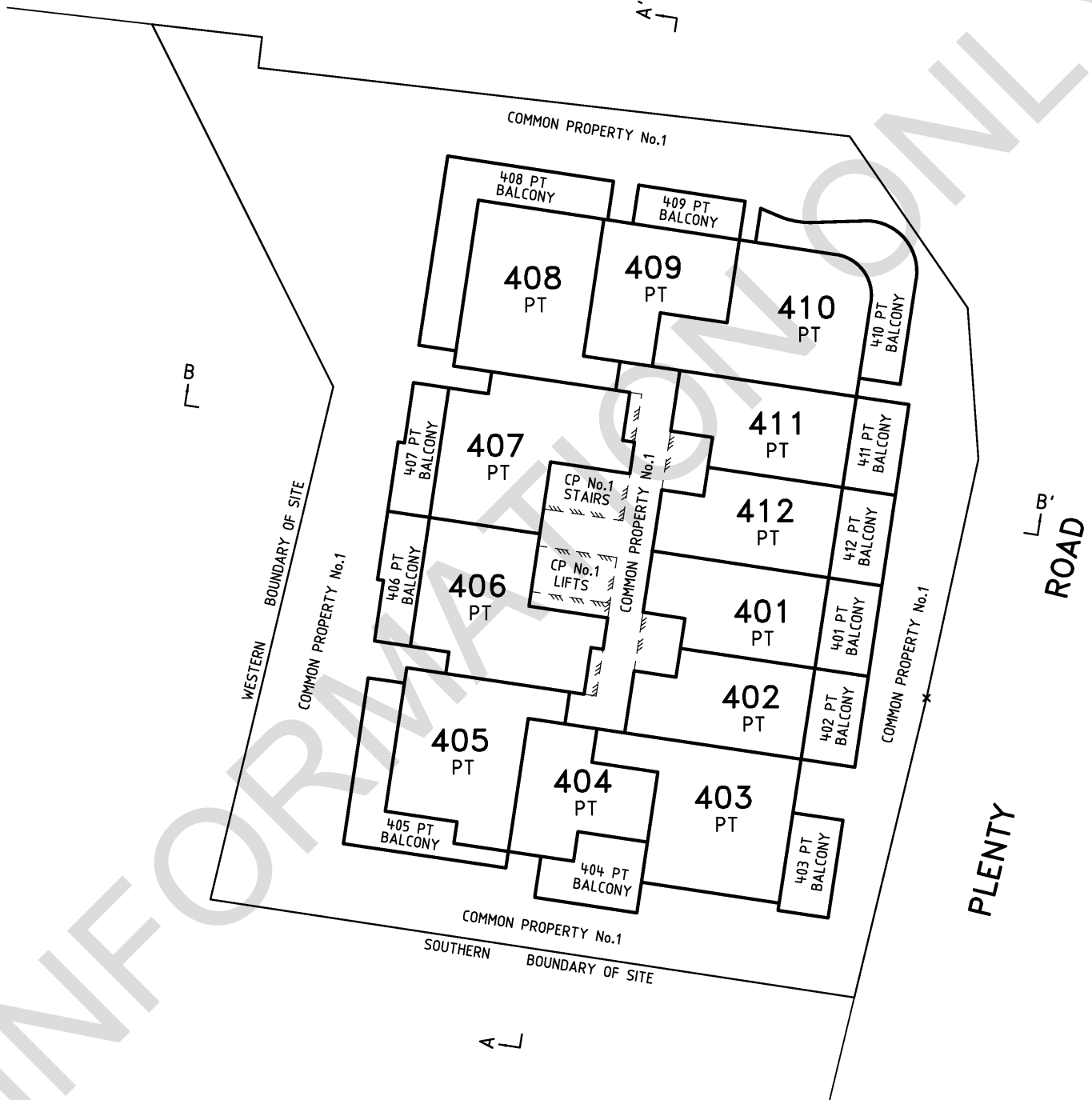
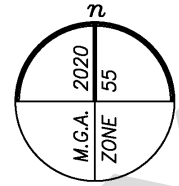
Digitally signed by:  
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05/02/2020,  
SPEAR Ref: S140422T

**PLAN OF SUBDIVISION**

**PS 742797M**

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR  
EASEMENT DETAILS

FOURTH STOREY  
DIAGRAM 9

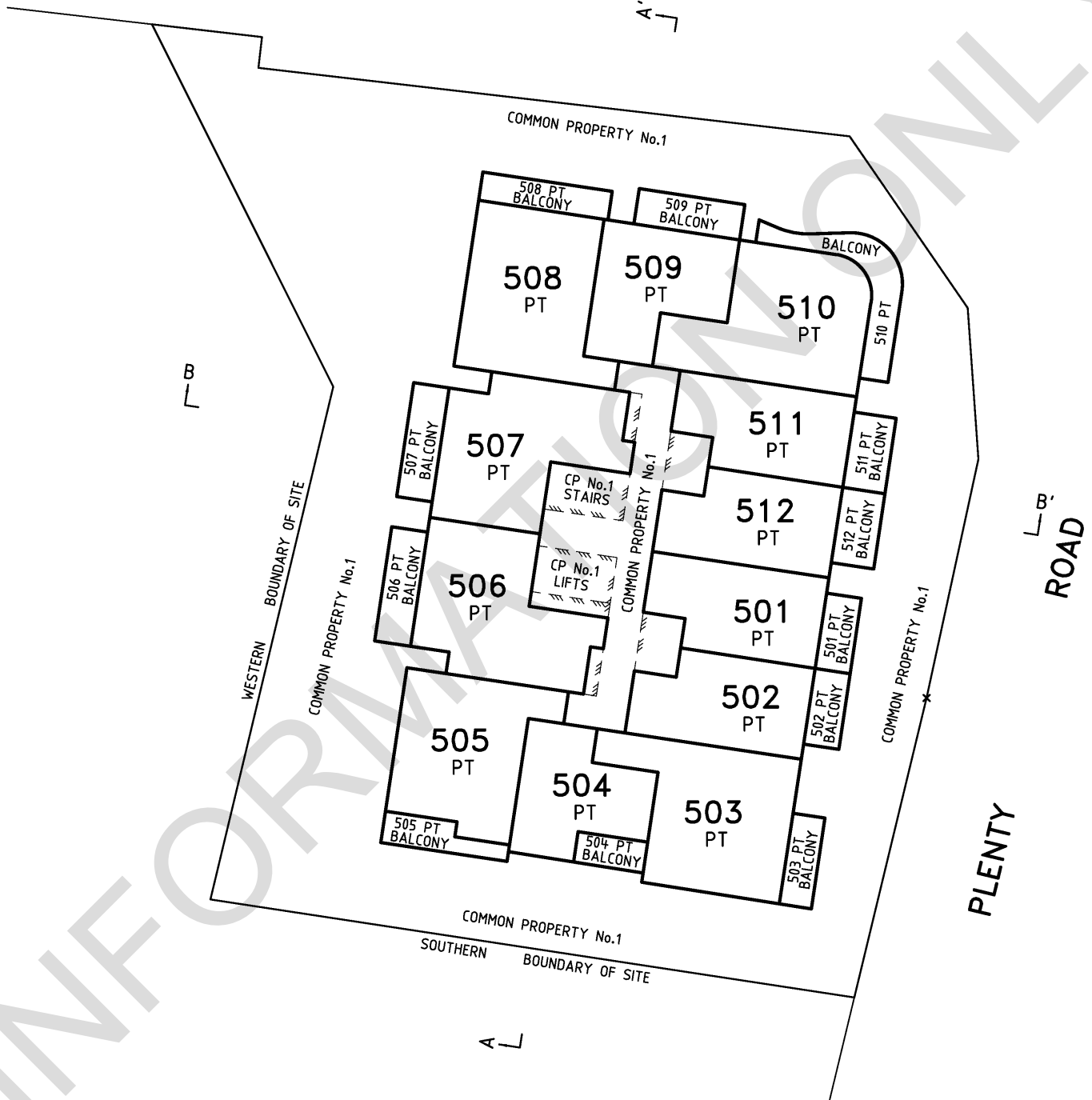
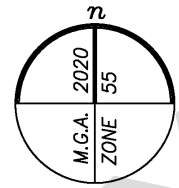
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 (03) 7019 8400 www.veris.com.au Formerly CONFIDENCE™ <b>Bosco Jonson</b>		LICENSED SURVEYOR <b>MICHAEL BYRNE</b>	SCALE 1:250	LENGTHS ARE IN METRES
		DATE 25/02/20	REFERENCE 30929003	
		VERSION J	DRAWING 3092900AJ	SHEET 16
Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T		Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T		

**PLAN OF SUBDIVISION**

**PS 742797M**

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR  
EASEMENT DETAILS

FIFTH STOREY  
DIAGRAM 10

LICENSED SURVEYOR <b>MICHAEL BYRNE</b>	SCALE 1:250	2.5 0 5 10 LENGTHS ARE IN METRES
DATE 25/02/20	REFERENCE 30929003	ORIGINAL SHEET SIZE A3
VERSION J	DRAWING 3092900AJ	SHEET 17
Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T		Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T

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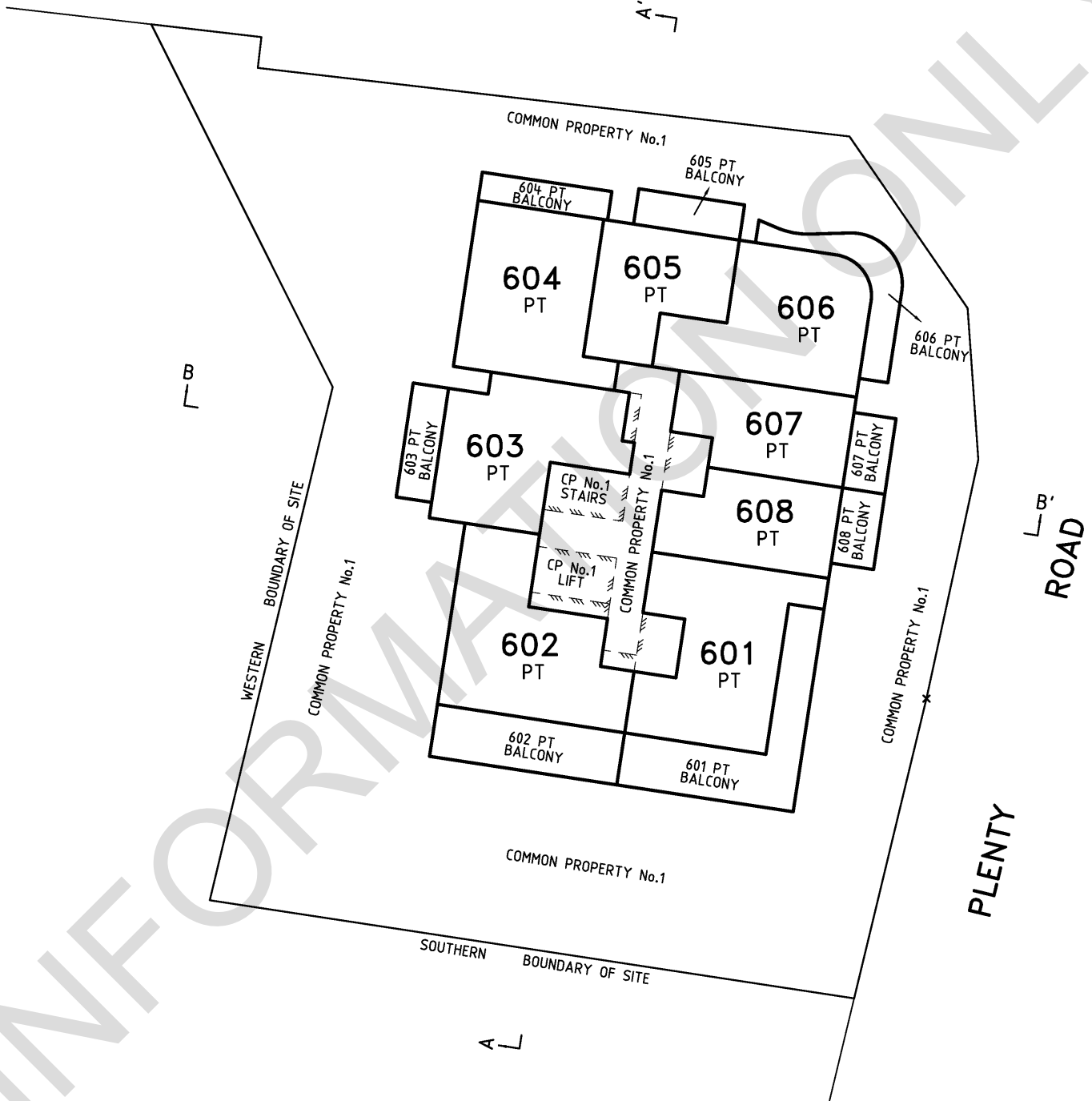
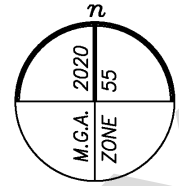


**PLAN OF SUBDIVISION**

**PS 742797M**

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR  
EASEMENT DETAILS

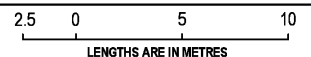
SIXTH STOREY  
DIAGRAM 11

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LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE  
1:250



DATE 25/02/20  
VERSION J

REFERENCE 30929003  
DRAWING 3092900AJ

ORIGINAL SHEET SIZE A3  
SHEET 18

Digitally signed by: Michael Byrne, Licensed Surveyor,  
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04/12/2019, SPEAR Ref: S140422T

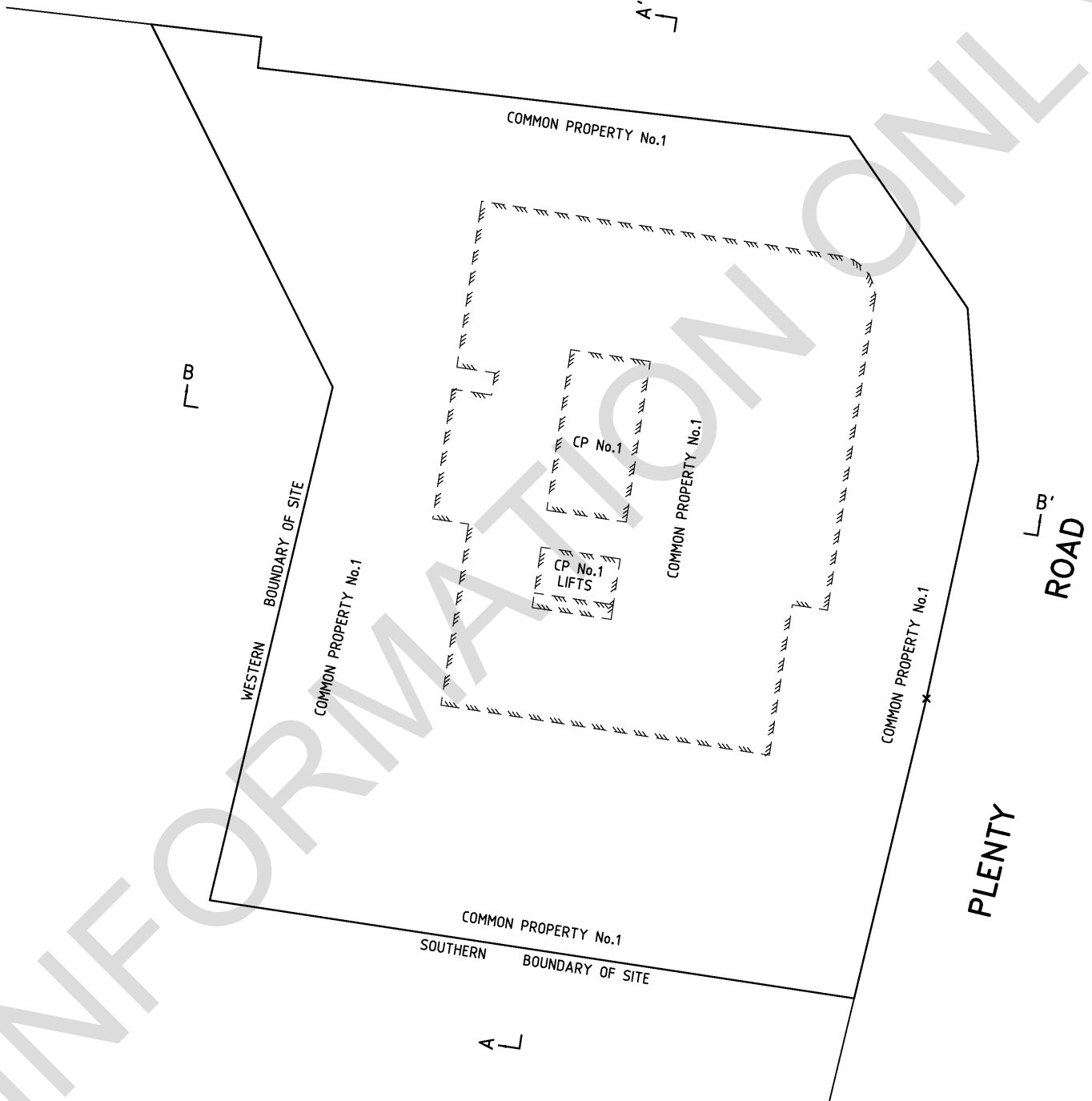
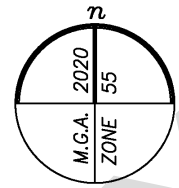
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05/02/2020,  
SPEAR Ref: S140422T

**PLAN OF SUBDIVISION**

**PS 742797M**

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR  
EASEMENT DETAILS

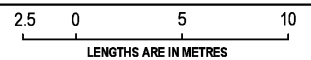
ROOF LEVEL  
DIAGRAM 12

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LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE  
1:250



DATE 25/02/20  
VERSION J

REFERENCE 30929003  
DRAWING 3092900AJ

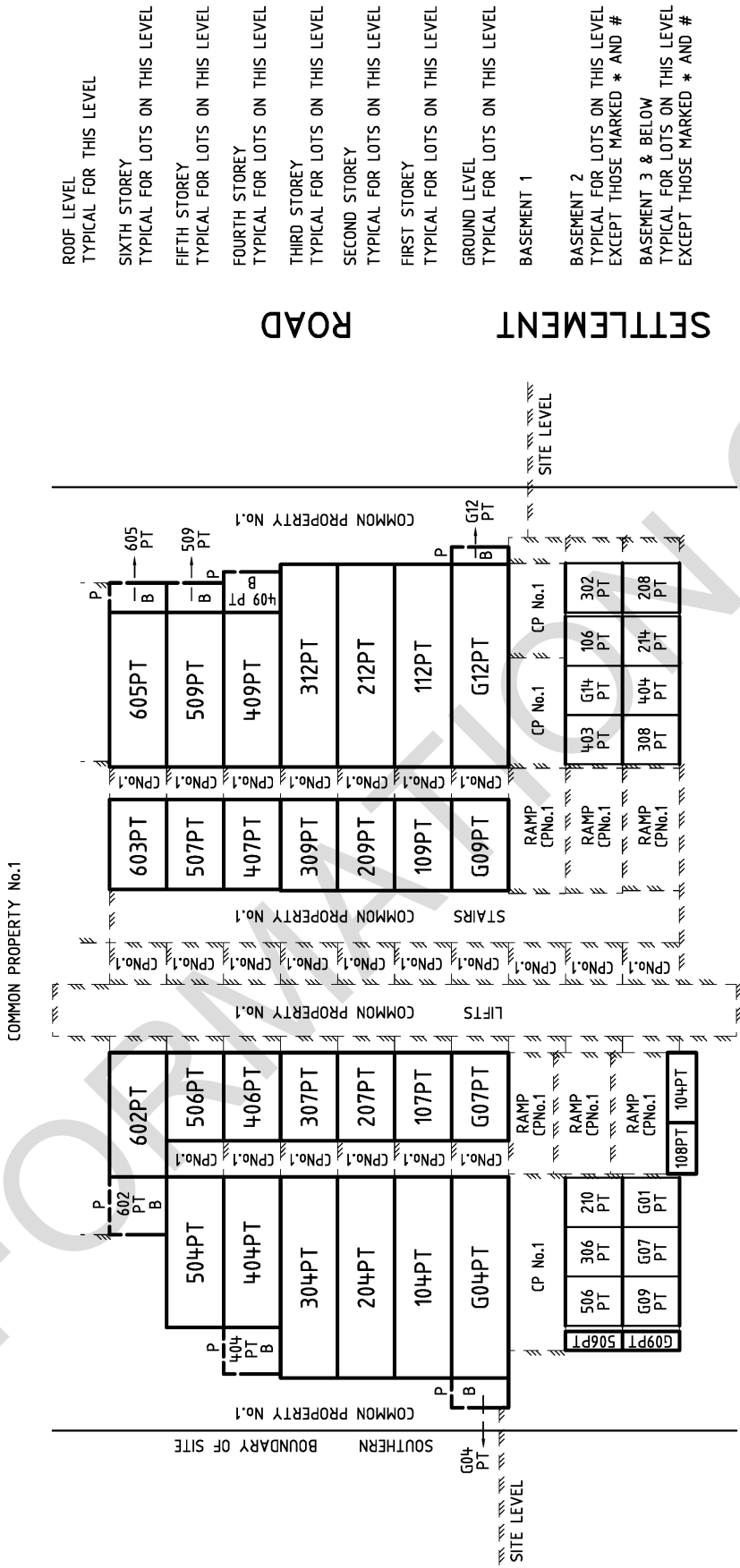
ORIGINAL SHEET SIZE A3  
SHEET 19

Digitally signed by: Michael Byrne, Licensed Surveyor,  
Surveyor's Plan Version (3092900A ver J),  
04/12/2019, SPEAR Ref: S140422T

Digitally signed by:  
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05/02/2020,  
SPEAR Ref: S140422T

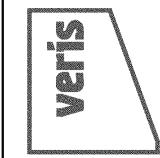
# PLAN OF SUBDIVISION

**PS 742797M**



COMMON PROPERTY No.1  
SECTION A - A'  
NOT TO SCALE

- ROOF LEVEL  
TYPICAL FOR THIS LEVEL
- SIXTH STOREY  
TYPICAL FOR LOTS ON THIS LEVEL
- FIFTH STOREY  
TYPICAL FOR LOTS ON THIS LEVEL
- FOURTH STOREY  
TYPICAL FOR LOTS ON THIS LEVEL
- THIRD STOREY  
TYPICAL FOR LOTS ON THIS LEVEL
- SECOND STOREY  
TYPICAL FOR LOTS ON THIS LEVEL
- FIRST STOREY  
TYPICAL FOR LOTS ON THIS LEVEL
- GROUND LEVEL  
TYPICAL FOR LOTS ON THIS LEVEL
- BASEMENT 1  
TYPICAL FOR LOTS ON THIS LEVEL
- BASEMENT 2  
TYPICAL FOR LOTS ON THIS LEVEL  
EXCEPT THOSE MARKED \* AND #
- BASEMENT 3 & BELOW  
TYPICAL FOR LOTS ON THIS LEVEL  
EXCEPT THOSE MARKED \* AND #



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Southbank, Victoria 3006  
03 7019 8400  
www.veris.com.au  
Formerly  
**Bosco Johnson**

Amended by: Michael Byrne, Licensed Surveyor 25/02/2020.

LICENSED SURVEYOR **MICHAEL BYRNE**  
DATE 25/02/20  
VERSION J

REFERENCE 30929003  
DRAWING 3092900AJ

Digitally signed by: Michael Byrne, Licensed Surveyor,  
Surveyor's Plan Version (3092900A Ver J),  
04/12/2019, SPEAR Ref: S:140422T



SCALE N/A  
ORIGINAL SHEET SIZE A3  
SHEET 20

Digitally signed by:  
Whittlesea City Council,  
05/02/2020,  
SPEAR Ref: S:140422T





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 01/04/2025 04:51:47 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS742797M**

The land in PS742797M is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 115, 201 - 215, 301 - 315, 401 - 412, 501 - 512, 601 - 608, G01, G10, G11, G12, G13, G14, G02, G03, G04, G05, G06, G07, G08, G09.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

G07/12 CATO STREET HAWTHORN EAST VIC 3123

OC047150R 25/02/2020

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. OC047151P 25/02/2020

### Additional Owners Corporation Information:

OC047150R 25/02/2020

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	42	42
Lot 102	42	42
Lot 103	51	51
Lot 104	35	35
Lot 105	47	47



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 01/04/2025 04:51:47 PM

OWNERS CORPORATION 1  
PLAN NO. PS742797M

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	50	50
Lot 107	33	33
Lot 108	44	44
Lot 109	33	33
Lot 110	50	50
Lot 111	47	47
Lot 112	35	35
Lot 113	52	52
Lot 114	42	42
Lot 115	42	42
Lot 201	42	42
Lot 202	42	42
Lot 203	51	51
Lot 204	35	35
Lot 205	47	47
Lot 206	51	51
Lot 207	33	33
Lot 208	44	44
Lot 209	33	33
Lot 210	51	51
Lot 211	47	47
Lot 212	35	35
Lot 213	53	53
Lot 214	42	42
Lot 215	42	42
Lot 301	46	46
Lot 302	43	43
Lot 303	51	51
Lot 304	36	36



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1  
PLAN NO. PS742797M**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 305	48	48
Lot 306	51	51
Lot 307	34	34
Lot 308	45	45
Lot 309	34	34
Lot 310	51	51
Lot 311	48	48
Lot 312	36	36
Lot 313	53	53
Lot 314	46	46
Lot 315	43	43
Lot 401	36	36
Lot 402	36	36
Lot 403	52	52
Lot 404	34	34
Lot 405	49	49
Lot 406	49	49
Lot 407	49	49
Lot 408	53	53
Lot 409	36	36
Lot 410	52	52
Lot 411	36	36
Lot 412	36	36
Lot 501	37	37
Lot 502	37	37
Lot 503	52	52
Lot 504	35	35
Lot 505	49	49
Lot 506	50	50



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 01/04/2025 04:51:47 PM

**OWNERS CORPORATION 1  
PLAN NO. PS742797M**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 507	50	50
Lot 508	53	53
Lot 509	37	37
Lot 510	53	53
Lot 511	37	37
Lot 512	37	37
Lot 601	59	59
Lot 602	58	58
Lot 603	53	53
Lot 604	53	53
Lot 605	38	38
Lot 606	54	54
Lot 607	38	38
Lot 608	38	38
Lot G01	34	34
Lot G10	50	50
Lot G11	46	46
Lot G12	34	34
Lot G13	53	53
Lot G14	50	50
Lot G02	36	36
Lot G03	54	54
Lot G04	34	34
Lot G05	46	46
Lot G06	53	53
Lot G07	32	32
Lot G08	43	43
Lot G09	32	32
<b>Total</b>	<b>3991.00</b>	<b>3991.00</b>



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 01/04/2025 04:51:47 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS742797M**

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

**Date of issue**  
02/04/2025

**Assessment No.**  
1099464

**Certificate No.**  
170656

**Your reference**  
76355055-017-2

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2025

**Property location:** Unit 5 Ground 21 Plenty Road BUNDOORA 3083

**Description:** LOT: G05 PS: 742797M

**AVPCC:** 125.4 OYO Strata Flat

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$430,000	\$45,000	\$21,500

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

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

Rates and charges were declared with effect from 1 July 2024 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 levied on 01/07/2024	\$1,006.97	
Fire services charge (Res) levied on 01/07/2024	\$132.00	
Fire services levy (Res) levied on 01/07/2024	\$37.41	
Waste Landfill Levy General levied on 01/07/2024	\$16.65	
Arrears to 30/06/2024	-\$115.08	
Interest to 02/04/2025	\$0.00	
Other adjustments	\$0.00	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$779.95	
<b>Balance of rates &amp; charges due:</b>		<b>\$298.00</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$298.00</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**

## 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 1099464



Phone 1300 301 185  
Ref 1099464



Biller Code 5157  
Ref 1099464

1st April 2025

Melbourne Real Estate Conveyancing C/- InfoTrack (  
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	21 PLENTY ROAD BUNDOORA 3083
<b>Applicant</b>	Melbourne Real Estate Conveyancing C/- InfoTrack ( LANDATA
<b>Information Statement</b>	30930034
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	396012

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 Property Information Statement

Property Address	5/21 PLENTY ROAD BUNDOORA 3083
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STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection opening.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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	5/21 PLENTY ROAD BUNDOORA 3083
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STATEMENT UNDER SECTION 158 WATER ACT 1989

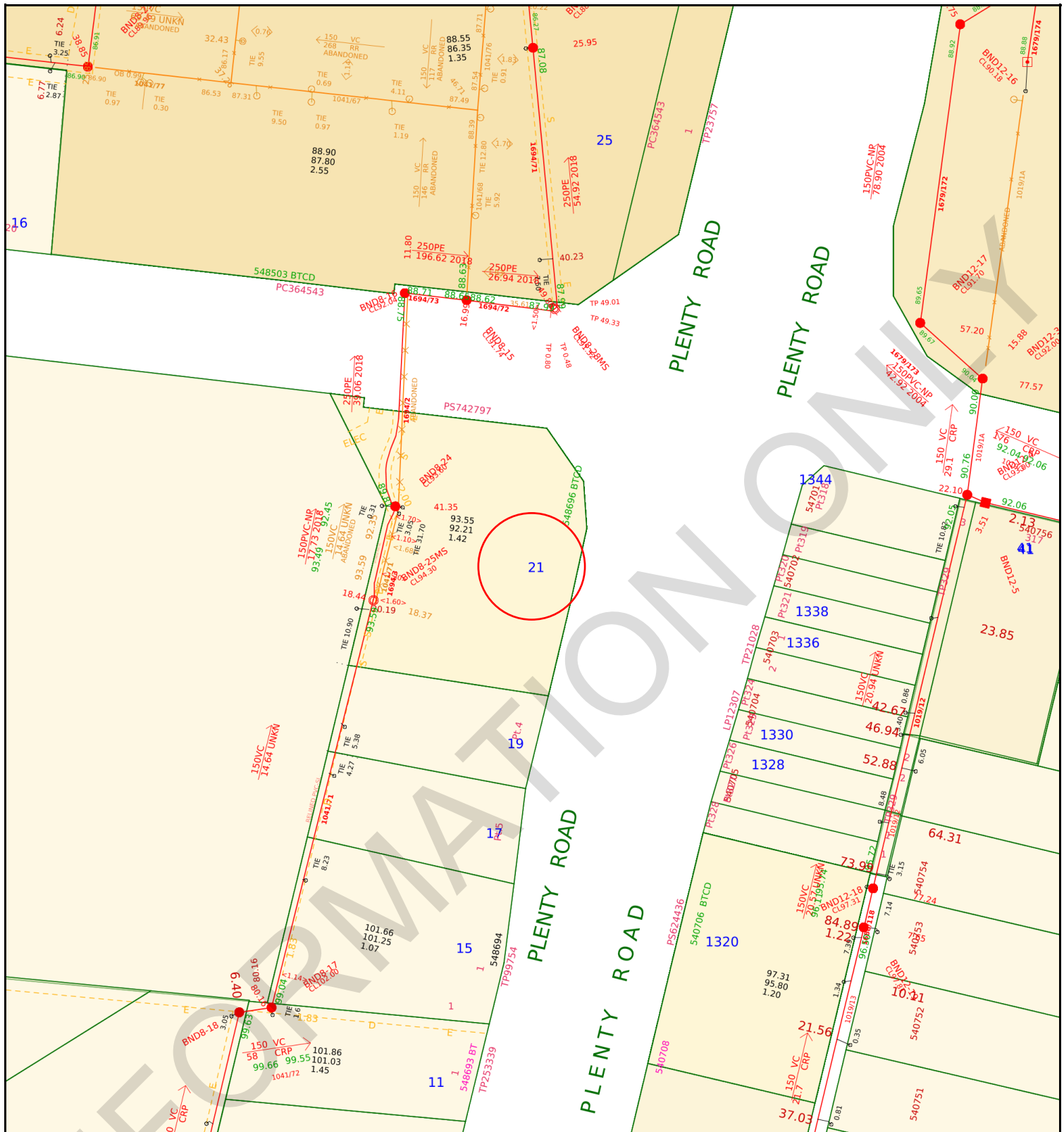
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30930034**

<b>Address</b>	21 PLENTY ROAD BUNDOORA 3083	
<b>Date</b>	01/04/2025	
<b>Scale</b>	1:1000	



**Yarra Valley Water**  
ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

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

Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA)  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 0152478414  
**Rate Certificate No:** 30930034

**Date of Issue:** 01/04/2025  
**Your Ref:** 396012

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 5/21 PLENTY RD, BUNDOORA VIC 3083	G05\PS742797	5204499	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Water and Sewer Usage Charge <i>Step 1 – 12.000000kL x \$3.43420000 = \$41.21</i> Estimated Average Daily Usage \$0.44	08-11-2024 to 10-02-2025	\$41.21	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		-\$230.12 cr
	<b>Total for This Property</b>		-\$39.11 cr



GENERAL MANAGER  
RETAIL SERVICES

### Note:

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

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

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

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

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

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

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

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

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

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

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**Property No:** 5204499

**Address:** UNIT 5/21 PLENTY RD, BUNDOORA VIC 3083

**Water Information Statement Number:** 30930034

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 01524784146

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

<b>Your Reference:</b>	25/3426AJ
<b>Certificate No:</b>	88693847
<b>Issue Date:</b>	01 APR 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 21 PLENTY ROAD BUNDOORA VIC 3083

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47156527	G05	742797	12189	835	\$0.00

**Vendor:** JENNIFER WALL  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS JENNIFER ANN WALL	2025	\$45,000	\$0.00	\$0.00


**Comments:** Property is exempt: LTX Principal Place of Residence.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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):	\$430,000
SITE VALUE (SV):	\$45,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Land Tax

Certificate No: 88693847

## 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 = \$45,000

Calculated as \$0 plus ( \$45,000 - \$0) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,300.00

Taxable Value = \$430,000

Calculated as \$430,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 88693847

### 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: 88693847

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 25/3426AJ

Certificate No: 88693847

Issue Date: 01 APR 2025

Enquires: ESYSPROD

Land Address: 21 PLENTY ROAD BUNDOORA VIC 3083

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47156527	G05	742797	12189	835	\$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:	\$430,000
SITE VALUE:	\$45,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 88693847

## 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



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	25/3426AJ
Certificate No:	88693847
Issue Date:	01 APR 2025

**Land Address:** 21 PLENTY ROAD BUNDOORA VIC 3083

Lot	Plan	Volume	Folio
G05	742797	12189	835

**Vendor:** JENNIFER WALL

**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

INFORMATION ONLY

# Notes to Certificate - Windfall Gains Tax

Certificate No: 88693847

## 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: 88693841

### 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: 88693841

### 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.

**OWNERS CORPORATION CERTIFICATE**

***s.151(4)(a) Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018***

**Owners Corporation 1 on Plan No. PS742797M**

**'Latrobe Place' – 21-23 Plenty Road, Bundoora, VIC 3083**

This certificate is issued for: Lot G05 of Owners Corporation 1 Plan No. PS742797M  
'Latrobe Place' – 21-23 Plenty Road, Bundoora, VIC 3083

This postal address for each lot is: G05/21 Plenty Road, Bundoora VIC 3083

Applicant for certificate: Jennifer Wall

Delivery address for certificate: Via email: [jennifer.wall754@gmail.com](mailto:jennifer.wall754@gmail.com)

**IMPORTANT:**

The information in this certificate is issued on 14/04/2025. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to [info@mocs.com.au](mailto:info@mocs.com.au). A new certificate should be obtained if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) The current annual fees for the financial year 01/03/24 to 28/02/25 are **\$4,372.72** payable quarterly in advance.

Levy Description	Admin Fund	Maint Fund	Total Amount Due	Due Date	Status
Quarterly Levy 01/03/25 to 31/05/25	\$941.38	\$151.80	\$1,093.18	01/03/25	Paid
Quarterly Levy 01/06/25 to 31/08/25	\$941.38	\$151.80	\$1,093.18	01/06/25	Unpaid
Quarterly Levy 01/09/25 to 30/11/25	\$941.38	\$151.80	\$1,093.18	01/09/25	Unpaid
Quarterly Levy 01/12/25 to 28/02/26	\$941.38	\$151.80	\$1,093.18	01/12/25	Unpaid

**IMPORTANT NOTE:**

**The Annual General Meeting has not yet been held. The fees noted above are based on the fees levied for the previous financial period 01/03/24 to 28/02/25. These fees are subject to change depending on the budget to be approved at the next AGM for period 01/03/25 to 28/02/26.**

- (b) **The date up to which the fees for the lot have been paid:**  
31/05/25
- (c) **The total of any unpaid fees or charges for the lot is:**  
Nil.
- (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?**  
None known to the Manager as at the date of this certificate.
- (f) **The Owners Corporation presently has the following insurance cover:**  
Please refer to attached Certificate of Currency.
- (g) **Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?**  
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.
- (h) **The total funds held by the Owners Corporation as at 28/02/2025 are:**  
Please refer to attached Balance Sheet.
- (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?**  
None known to the Manager as at the date of this certificate.

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

The following contracts, leases, licenses and agreements were resolved and/or entered into at the Inaugural Meeting held 26/02/20. Copies of all executed documents are available to inspect by contacting the Owners Corporation Manager via email to [info@mocs.com.au](mailto:info@mocs.com.au).

- Owners Corporation Management Agreement with Melbourne Owners Corporation Services Pty Ltd for management of Owners Corporation 1 for an initial term of five (5) years commencing 26/02/20.
- Fire Indicator Panel Monitoring Agreement with ADT Fire Monitoring for the provision of fire alarm monitoring services.
- Network Access Agreement with Foxtel for the provision of services to Lot Owners or Occupiers of lots by way of subscription television services (at the Lot Owner or Occupiers own expense) in accordance with the terms and conditions as set out in Network Access Agreement.
- Building Management, Cleaning & Gardening Agreement with Leon's Property Maintenance & Care Pty Ltd for the provision of building management, cleaning and gardening services in accordance with the terms and conditions as set out in the agreement for an initial term of five (5) years commencing 09/03/20.
- Service Agreement with The Bin Boys for the provision of waste management services for a term of two (2) years commencing 10/03/20.
- Service Agreement with Hamilton Elevators and Parking Systems for the provision of lift maintenance services for a term of seven (7) years commencing 06/03/21.
- Broadband Network Deed between Lynham Networks Pty Ltd (ACN 602 258 337) for the installation of equipment on common property for the provision of high-speed broadband and voice over IP (VOIP) services at the building.
- Embedded Network Services Agreement with The Embedded Networks Company Pty Ltd (ABN 32 119 677 431) for the provision of retail services within an embedded network including the maintenance and management of the metering system on the premises and the supply of electricity and hot water to the common property and lots within the scheme for an initial term of 10 years (with options to extend as per the Agreement).
- Substation Lease between 21 Plenty Road Pty Ltd (ACN 606 619 676) and AusNet Electricity Service Pty Ltd (ACN 064 651 118) as tenant for use of part of the Land for the purpose of an electrical substation and for other purposes incidental to the receiving, distributing, transforming and supplying of electricity, for the remainder of the term at the rental rate of \$0.10c per annum (payable on demand) in accordance with the terms and conditions as set out in the Substation Lease No. X12411.
- Courtyard Licences granted to the registered proprietors of Lots G03, G04, G05 and G06 for use of the part of common property as shown in the 'Courtyard Licence Area Plan' annexed to each of the respective Courtyard Licences for the permitted use as detailed in the licences for a term of one hundred and ninety-nine (199) years at the lease fee of \$1.00 (on demand and as the Licensor directs).

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

- Network Access Agreement with Foxtel for the provision of services to Lot Owners or Occupiers of lots by way of subscription television services (at the Lot Owner or Occupiers own expense) in accordance with the terms and conditions as set out in Network Access Agreement.
- Broadband Network Deed between Lynham Networks Pty Ltd (ACN 602 258 337) for the installation of equipment on common property for the provision of high-speed broadband and voice over IP (VOIP) services at the building.
- Embedded Network Services Agreement with The Embedded Networks Company Pty Ltd (ABN 32 119 677 431) for the provision of retail services within an embedded network including the maintenance and management of the metering system on the premises and the supply of electricity and hot water to the common property and lots within the scheme for an initial term of 10 years (with options to extend as per the Agreement).

**(l) Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?**

None known to the Manager as at the date of this certificate.

**(m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?**

None known to the Manager as at the date of this certificate.

**(n) Has the Owners Corporation appointed, or resolved to appoint, a manager?**

The appointed Owners Corporation Manager is:

Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)

PO Box 2228, Hawthorn, VIC 3122

Phone: 03 9818 2488

Email: [info@mocs.com.au](mailto:info@mocs.com.au)

**(o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?**

The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.

**(p) Documents required to be attached to the Owners Corporation Certificate are:**

- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
- A copy of the Certificate of Currency;
- A copy of the Owners Corporation Balance Sheet;
- A copy of the Minutes of the Annual General Meeting;
- A copy of the Registered Rules of the Owners Corporation;
- A copy of the Long Term Maintenance Plan.

**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. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 14/04/2025



.....  
On behalf of Owners Corporation 1 on Plan No. PS742797M  
Kelly Wong - Melbourne Owners Corporation Services Pty Ltd  
PO Box 2228, HAWTHORN, VIC 3122

INFORMATION ONLY

## **Owners Corporation 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 Use 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.**

## Balance Sheet

### As at 28/02/2025

Owners Corporation 1 Plan No. PS742797M

Latrobe Place, 21 Plenty Road, Bundoora VIC 3083

	Current period
<b>Owners' funds</b>	
Administrative Fund	
Operating Surplus/Deficit--Admin	14,145.51
Owners Equity--Admin	27,851.64
	41,997.15
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	42,144.52
Owners Equity--Maintenance	84,422.92
	126,567.44
Net owners' funds	\$168,564.59
<b>Represented by:</b>	
<b>Assets</b>	
Administrative Fund	
Cash at bank--Admin	57,382.17
Prepaid Expenses--Admin	32,580.19
Receivable--Levies--Admin	2,457.66
Receivable--Owners--Admin	2,104.82
	94,524.84
Maintenance Fund	
Cash at bank--Maintenance	134,041.37
Receivable--Levies--Maintenance	423.57
	134,464.94
Unallocated Money	
Cash at bank--Unallocated	4.16
	4.16
<b>Total assets</b>	228,993.94
<b>Less liabilities</b>	
Administrative Fund	
Accrued Expenses--Admin	12,372.62
Creditor--GST--Admin	(5,520.37)
Creditors--Other--Admin	3,137.00
Prepaid Levies--Admin	42,538.44
	52,527.69
Maintenance Fund	
Creditor--GST--Maintenance	(88.95)
Creditors--Other--Maintenance	1,127.00
Prepaid Levies--Maintenance	6,859.45
	7,897.50
Unallocated Money	
Prepaid Levies--Unallocated	4.16
	4.16

	<u>Current period</u>
<i>Total liabilities</i>	<u>60,429.35</u>
Net assets	<u><u>\$168,564.59</u></u>

INFORMATION ONLY

## Certificate of Currency Residential Strata Insurance Plan

<b>Policy No</b>	<b>HQ0006142446</b>
<b>Policy Wording</b>	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	20/02/2025 to 20/02/2026 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 742797
<b>Situation</b>	21 PLENTY ROAD BUNDOORA VIC 3083

### Cover Selected

### Sum Insured

Section 1	Insured Property	
	Building	\$22,924,764
	Common Area Contents	\$229,428
	Loss of Rent & Temporary Accommodation (total payable)	\$3,438,714
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	\$20,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Fidelity Guarantee	\$100,000
Section 5	Office Bearers' Legal Liability	\$100,000
Section 6	Machinery Breakdown	\$100,000
Section 7	Catastrophe Insurance	
	Sum Insured	\$3,438,714
	Extended Cover - Loss of Rent & Temporary Accommodation	\$515,807
	Escalation in Cost of Temporary Accommodation	\$171,935
	Cost of Removal, Storage and Evacuation	\$171,935
Section 8	Government Audit Costs and Legal Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

**Flood Cover is included.**

**The Table of Benefits Section 3 Voluntary Workers is replaced by**

insured event	Benefit
1 Death	\$200,000
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000
4 Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5 Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

### Flex+ Optional Benefits

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected

Arson reward	Selected
Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Electricity, Gas, Water and Similar Charges - unauthorised use	Selected
Funeral Expenses	Selected
Modifications	Selected
Money	Selected
Mortgage Discharge	Selected
Pets, Security Dogs	Selected
Removal of Squatters	Selected
Court appearance	Selected

Date Printed

18/02/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM 8026 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

INFORMATION ONLY

**MINUTES OF ANNUAL GENERAL MEETING**  
**OWNERS CORPORATION NO. 1 ON PLAN NO. PS742797M**  
**LATROBE PLACE, 21 PLENTY ROAD, BUNDOORA VIC 3083**

**DATE, PLACE & TIME OF MEETING:**

An Annual General Meeting of the Owners Corporation was held on:

**Date:** Wednesday, 26<sup>th</sup> June 2024

**Time:** 5:00 PM

**Venue:** Zoom Conference

**PRESENT:**

Lot G5 – Jennifer Wall  
Lot G8 – Biljana Grbevka  
Lot G11 – Patrick Scott  
Lot 107 – Daniela Pfaender  
Lot 113 – Laura Bajada-Paton  
Lot 213 – Lazaros Beslis  
Lot 303 – Verica Turk  
Lot 305 – Yao Wang  
Lot 410 – Luisa Capuana  
Lot 503 – Azzah Yacoub  
Lot 507 – Karen Reardon  
Lot 604 – Vincenzo La Rosa  
Lot 607 – Jefferson Paril

**PROXIES:**

Lot G12 – Christine Antoni  
*In favour of Patrick Scott*

Lot 212 – Mulky Borrowing Co Pty Ltd  
*In favour of Dinesh Mulky (not attending)*

Lot 508 – Nicholas Soklev & Christine Soklev  
*In favour of Kelly Wong*

**APOLOGY:**

Lot 401 – Damian Merlino

**IN ATTENDANCE:**

Kelly Wong – OC Manager, MOCS  
Tracy Chen – Assistant OC Manager, MOCS

**1. QUORUM:**

As only 15 out of 91 lots forming Owners Corporation 1 (Unlimited) on Plan No. PS742797M were presented either in person or by proxy, a quorum was not declared. In accordance with Section 78 of the Owners Corporation Act 2006, the meeting would proceed with all decisions being interim decisions. These interim decisions will become decisions of the Owners Corporation if no petition (from Lot Owners representing at least 25% of the total lot entitlements) is received within 28 days of the interim decision.

2. CHAIRPERSON: It was resolved:

To appoint Kelly Wong to chair the meeting.

3. MINUTES: It was resolved:

That the minutes of the previous Annual General Meeting held on 01/11/2023 as attached to the Notice of Meeting be accepted.

**Motion: Carried unanimously**

4. INSURANCE: It was resolved:

- a) That the insurance policy certificate of currency as attached to the Notice of Meeting be accepted.
- b) To accept to have an Insurance Valuation carried out on the Building and Common Contents every 5 years and the Owners Corporation to amend the insurance cover in accordance with the recommendations of each valuation that is prepared.
- c) That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.

**Motion: Carried unanimously**

Note:

- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters' insurance should be obtained.
- If no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

5. REPORTS:

It was resolved:

To accept the following reports:

- a) Committee Chair's Report
- b) Manager's Report

**Motion: Carried unanimously**

Note:

- A tier one (>100 occupiable lots) owners corporation or a tier two (51-100 occupiable lots) owners corporation must prepare and approve a maintenance plan.
- A tier three (10-50 occupiable lots) owners corporation, a tier four (3-9 occupiable lots) owners corporation or a tier five (2 occupiable lots or services only) owners corporation may prepare and approve a maintenance plan.

6. AUDITOR:

It was resolved:

- a) To accept the auditor's report on the financial statements for the period 01/03/2023 to 29/02/2024 as attached to the Notice of Meeting.
- b) To undertake an annual financial audit for the period ending 28/02/2025.

**Motion: Carried unanimously**

7. FINANCIAL REPORTS: It was resolved:

That the audited financial statements for the period 01/03/2023 to 29/02/2024 as attached to the Notice of Meeting be accepted.

**Motion: Carried unanimously**

8. BUDGET & CONTRIBUTIONS:

It was resolved:

- a) That the proposed Administration Fund Budget for the period 01/03/2024 to 28/02/2025, as attached to the Notice of Meeting be accepted.
- b) That the Administration Fund contribution be set at \$297,000.00 plus GST per annum to commence on 01/03/2024.
- c) That the proposed Maintenance Fund Budget for the period 01/03/2024 to 28/02/2025 as attached be tabled and adopted.

- d) That the Maintenance Fund contribution be set at \$47,892.00 plus GST per annum to commence on the 01/03/2024.
- e) That the Administration Fund & Maintenance Fund contributions be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1<sup>st</sup> March, 1<sup>st</sup> June, 1<sup>st</sup> September and 1<sup>st</sup> December of each year.
- f) That an adjustment levy totaling \$11,362.37 plus GST be struck and levied on a Unit of Lot Liability basis to collect the increase in the Administrative & Maintenance Fund levy contributions for the period 01/03/2024 to 31/08/2024. The adjustment levy is due and payable in 2 equal installments on 01/09/2024 and 01/12/2024.

**Motion: Carried unanimously**

**9. ARREARS & PENALTY INTEREST:**

It was resolved:

- a) That Owners Corporation 1 on Plan No. PS742797M continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
- b) That Owners Corporation 1 on Plan No. PS742797M authorises Melbourne Owners Corporation Services Pty Ltd to arrange for the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.
- c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners and/or Melbourne Owners Corporation Services Pty Ltd in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
- d) That Owners Corporation 1 on Plan No. PS742797M delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to \$10.00. All other amounts require approval from the Committee.

**Motion: Carried unanimously**

Note:

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing address for all correspondence.

**10. APPOINTMENT OF COMMITTEE:**

Pursuant to Section 100 and 103 of the Owners Corporations Act 2006, an Owners Corporation affecting 10 or more lots must elect a Committee of at least 3 and not more than 7 Members. The Members must be Lot Owners or hold a proxy for a Lot Owner.

Members who have any amounts owing to the Owners Corporation are not eligible to be elected as a Committee Member.

It was resolved:

- a) That the following persons (7) be elected to the Committee for Owners Corporation 1 on Plan No. PS742797M.  
Lot G5 - Jennifer Wall  
Lot G11 – Patrick Scott  
Lot 113 - Laura Bajada-Paton  
Lot 213 - Lazaros Beslis  
Lot 305 - Yao Wang  
Lot 503 – Azzah Yacoub  
Lot 507 - Karen Reardon
- b) That Laura Bajada-Paton be elected as Chairperson of Owners Corporation 1 on Plan No. PS742797M.
- c) That Melbourne Owners Corporation Services (MOCS) be elected as Secretary of Owners Corporation 1 on Plan No. PS742797M.
- d) That at least three members of the Committee be members of the Grievance Committee as needed.

**Motion: Carried unanimously**

**11. INSTRUMENT OF DELEGATION:**

It was resolved:

- a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation except for the removal/termination of the Committee or officer of the Owners

Corporation (including the Manager), or a power or function that requires a unanimous resolution or a special resolution.

- b) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to Melbourne Owners Corporation Services Pty Ltd, to carry out the functions and duties as set out in the Contract of Appointment.

**Motion: Carried unanimously**

12. **ESSENTIAL SAFETY:** Note: Each Member is reminded of their responsibility for the maintenance and reporting on essential service requirements including but not limited to balcony, balustrade, smoke detectors, sprinkler heads and the entry door within their lot if non-compliant to the appropriate Australian Standards.

13. **GENERAL BUSINESS:**

Private lot defects

Azzah Yacoub raised the difficulties of contacting the builder- ARC3 for defects rectification/ investigation works. She will keep following up with the builder and may consider lodging a complaint to Victorian Building Authority if there is no response received from ARC3.

Overhanging tree branches from neighbour property at 19 Plenty Rd

Members raised the concern of overhanging trees has caused pest issue. MOCS has also sent a notification letter to the neighbouring property requesting them to cut the overhanging branches. However, it was advised by council that the Owners Corporation could cut away the branches that are overhanging onto 21 Plenty property's boundary.

The Committee would check the units that could access to cut the overhanging branches and MOCS to notify residents to liaise for access.

Garage remote control system installation

It was advised to members that it is confirmed to proceed with the garage remote control system installation and the purpose is for added security and convenience.

Parcel box/ theft

It was raised about parcel theft and possibility of having parcel drop off box. However, the parcel drop off box may create a security breach to the building.

It is suggested to issue a circular to all residents that to divert their parcel to the nearby post office for collection if they are unable to receive it on the delivery day.

14. **CLOSE OF MEETING:** There being no general business, the meeting closed at 6:02 pm.

## PART A

### DEFINITIONS AND INTERPRETATION

These Rules are made by Owners Corporation 1 of Plan No. PS742797M for Latrobe Place.

The Regulations provide for:

- (a) the powers of the Owners Corporation;
- (b) the general duties of Members and Occupiers;
- (c) meetings and administration of the Owners Corporation;
- (d) insurance; and
- (e) and other miscellaneous matters.

### DEFINITIONS

1.1. In these Rules:

**"Act"** means the Owners Corporations Act 2006;

**"Additional Rules"** means the Rules in Part C;

**"Attachment"** means an attachment to these Rules;

**"Authority"** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency;

**"Bicycle Storage Facilities"** means the bicycle storage facilities located on the Common Property;

**"Building"** means the building and improvements located on the Land, including where applicable the Common Property;

**"Building Facilities"** means the facilities located on the Common Property from time to time;

**"Building Services"** means:

- (a) water, gas, artificially heated or cooled air, or heating oil;
- (b) sewerage and drainage;
- (c) telephone, radio and television;
- (d) security systems; and
- (e) any other facility, supply or transmission;

**"Building Works"** means any works, alterations, additions, repairs or replacement of:

- (a) Common Property structures including Common Property walls, floor and ceiling enclosing a Lot;
- (b) Building Facilities;
- (c) Building Services;
- (d) the structure of a Lot including dividing walls between Lots; and
- (e) a load bearing wall;

**"Car Park"** means that part of the Building and Land designated for entry and exit of Motor Vehicles and Motorcycles to and from the Car Spaces and the Visitor Car Spaces;

**"Car Space"** means that part of a Lot designated for the parking of Motor Vehicles;

**"Common Property"** means the common property on the Plan;

**"Developer"** means 21 Plenty Road Pty Ltd;

**"Developer's Mortgagee"** means any person or corporation which has taken from the Developer a mortgage or charge over any part of the Development;

**"Development"** means Latrobe Place, 21-13 Plenty Road, Bundoora;

**"Facade"** means the exterior walls of the Building, including any glass walls or windows;

**"Fire Safety Device"** means any structure or device contained within a Lot or the Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Building;
- (b) provides lighting in the case of smoke, heat or fire within the Building;
- (c) controls access throughout the Building in the case of smoke, heat or fire in the Building including doors, stairs and lifts;
- (d) extinguishes or decreases the spread of fire, smoke or heat through the Building; and
- (e) is required by Law for fire safety or that otherwise improves fire safety;

**"Land"** means all of the land in the Plan;

**"Law"** means any statute, regulation, proclamation, ordinance, order or by-laws enacted under any statute or subordinate legislation;

**"Lot"** means all of the Lots shown on the Plan;

**"Manager"** means

- (a) a manager appointed by the Owners Corporation pursuant to Section 119 of the Act; and
- (b) a building manager appointed by the Owners Corporation;

**"Member"** means a member of the Owners Corporation, and where applicable, agents, licensees, invitees, contractors, visitors etc of a Member;

**"Model Rules"** means the rules set out in Part B;

**"Motor Vehicle"** means a motor vehicle:

- (a) with a tare weight of not more than 2 tonnes; and
- (b) with dimensions capable of fitting within a Car Space and gaining entry to the Car Spaces without causing damage to the Building;

**"Occupier"** means a person lawfully in occupation of a Lot;

**"Owners Corporation"** means Owners Corporation 1 on the Plan and as otherwise defined by the Act;

**"Plan"** means Plan of Subdivision No. PS742797M;

**"Regulations"** means the Owners Corporation Regulations 2007;

**"Rules"** means all of the:

- (a) Model Rules;
- (b) Additional Rules; and
- (c) any other rules of use as implemented or varied from time to time;

**"Security Key"** means an FOB key, security access card and similar security device;

**"Special Resolution"** has the same meaning as in the Act;

**"Storage Space"** means that part of a Lot designated for storage;

**"Visitor Car Spaces"** means that part of the Common Property designated for the parking of Motor Vehicles by visitors to the Development; and

**"Window Coverings"** means any internal or external covering to a window of a Lot.

## INTERPRETATION

- 1.2. These Rules must be read in conjunction with the Act and the Regulations.
- 1.3. Where there is any inconsistency between the Model Rules and the Additional Rules, the Additional Rules prevail to the extent of the inconsistency.
- 1.4. The index and headings in these Rules are not:
  - (a) part of these Rules; and
  - (b) to be taken into account in interpreting these Rules.
- 1.5. A word which is in these Rules but is not defined has the meaning set out in the Act.
- 1.6. An obligation imposed on more than 1 person is enforceable against each person separately, together or in any combination.

- 1.7. The singular includes the plural and vice-versa and a gender includes both genders.
- 1.8. Where any form of the word 'include' is used it is to be read as if followed by the words 'without limitation'.
- 1.9. A reference to any document, instrument or Law includes any variation of replacement.
- 1.10. A consent given by the Owners Corporation in accordance with these Rules, except where otherwise stated, may be:
  - (a) granted or withheld in the absolute discretion of the Owners Corporation;
  - (b) revocable; and
  - (c) given subject to conditions.

## PART B

### MODEL RULES

#### 1. Health, Safety and Security

##### 1.1. Health, Safety and Security of Lot Owners, Occupiers of Lots and Others

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

##### 1.2. Storage of Flammable Liquids and Other Dangerous Substances and Materials

1. Except with the approval in writing of the Owners Corporation, an Owner or Occupier of a Lot must not use or store on the Lot or on the Common Property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to:
  - a. chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - b. any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

##### 1.3. Waste Disposal

An Owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other Lots.

#### 2. Management and Administration

##### 2.1. 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.

### **3. Use of Common Property**

#### **3.1. 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 his or her 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.

#### **3.2. Vehicles and Parking on Common Property**

An Owner or Occupier of a Lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:

1. to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or
2. on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
3. in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

#### **3.3. 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. Lots**

#### **4.1. 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. Behaviour of Persons**

### **5.1. 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.

### **5.2. 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.

## **6. Dispute Resolution**

1. The grievance procedure set out in this rule applies to disputes involving a Lot Owner, manager, or an Occupier or the Owners Corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her 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.

## PART C ADDITIONAL RULES

### 1. USE OF LOTS

1.1 A Member or Occupier must not :

- a. use or permit its Lot to be used for any purpose which may be illegal or damaging to the reputation of the Development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the invitees of any such Member or Occupier;
- b. dispose or permit disposal of cigarette butts, cigarette ash or any other materials, including rubbish, plastic/glass bottles, glass objects, etc from its Lot onto the Common Property and other Lots;
- c. make or permit to be made any noise which may be heard outside its Lot between the hours of Monday to Friday from 10.00pm to 7.00am, Saturday from 11.00pm to 8.00am and Sunday from 10.00pm to 7.00am;
- d. do or permit anything which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
- e. install or permit to be installed any safe on its Lot unless it obtains the prior written consent of the Manager, and pays the costs of the Owners Corporation in relation to that consent; and
- f. conduct a business out of or use its Lot for the conduct of a business including as a serviced apartment.

### 2. USE OF COMMON PROPERTY

2.1 A Member or Occupier must not:

- a. use or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by any Member or Occupier;
- b. make or permit to be made any undue noise, odours or vibrations in or about the Common Property;
- c. smoke or consume alcohol on the Common Property;
- d. permit any child under the age of 14 years under its control to play or remain on any part of the Common Property or other area of possible danger or hazard to children unless supervised by an adult at all times;
- e. use or permit persons under its control to use skateboards, roller skates, roller blades, bicycles, tricycles, motor scooters, scooters or the like in the Common Property;
- f. do or allow to be done anything on the Common Property which causes a nuisance to, or interferes with, the use or quiet enjoyment of the Common Property by a Member or Occupier of any other Lot;
- g. obstruct any hallways, passage ways, stairwells or lifts of the Common Property;
- h. hold or allow to be held any public auction on or near the Common Property without the Owners Corporation's prior written consent;
- i. park or leave a vehicle:
  - A. on the Common Property which obstructs any driveway or entrance to a Lot; or
  - B. within the Visitor Car Spaces; and

- C. in any place other than the Car Park;
- j. permit a visitor to its Lot to use the Visitor Car Spaces for more than 12 hours without the prior written consent of the Owners Corporation;
- k. do or permit anything which might cause structural damage to the Building without the prior written consent of the Owners Corporation;
- l. do anything to damage or deface or interfere with the Common Property or interfere with the smooth running of the Common Property by the Owners Corporation;
- m. interfere with any personal property owned by the Owners Corporation;
- n. interfere with the operation of any equipment installed in the Common Property;
- o. use or permit the Common Property to be used other than in accordance with the directions of the Manager and the Owners Corporation;
- p. open, close or adjust any louver window/s located on the Common Property;
- q. enter or permit any person to enter into any:
  - A. plant room;
  - B. machine housing;
  - C. waste disposal room;
  - D. electricity switch room; and
  - E. any other Building Facilities; and
- r. adjust or permit any person to adjust any:
  - A. thermostat;
  - B. board control;
  - C. electricity;
  - D. gas;
  - E. heating or cooling controls; and
  - F. any other Building Services.

### **3. MOVING IN - MOVING OUT**

- 3.1 A Member or Occupier must only move in or out in accordance with the instructions given by the Owners Corporation and/or its representatives.
- 3.2 A Member or Occupier must, not less than 72 hours prior to the intended date for moving into or moving out of its Lot, contact the Manager to arrange and register a suitable date and time to facilitate that move.
- 3.3 Only those Members or Occupiers that have prior authorisation from the Manager will be permitted to move in or out of a Lot.
- 3.4 All moves in and out of the Building will only be permitted between the hours of 9.00 am and 4.00 pm Monday to Friday and between the hours of 10.00am to 2.30pm on Saturday, with no moves permitted to be made on Sundays or Public Holidays. Any moves requested out of these hours will be at the absolute discretion of the Owners Corporation
- 3.5 A Member or Occupier must complete an indemnity form prior to and after the move.

- 3.6 A Member or Occupier must give at least 48 hours written notice prior to accepting delivery of or moving any large items or any heavy items, including but not limited to large articles, whitegoods and furniture.
- 3.7 No moving of any heavy or large items will be permitted if it has not been booked with the Manager.
- 3.8 All boxes, cartons and containers used in the move in or move out must be removed and taken away by the relevant Member or Occupier of a Lot.
- 3.9 A Member or Occupier must make arrangements with the Manager as to a suitable location to leave boxes, cartons and containers used in the move in or move out process.
- 3.10 A Member or Occupier must comply with all directions made by the Manager or Owners Corporation regarding moving in or moving out of its Lot.
- 3.11 The Owners Corporation reserves the right to charge a fee for move ins/outs of the Building. This fee is to cover the cost of a suitable company to be engaged to supervise the move to ensure the building is protected.

#### **4. DAMAGE TO COMMON PROPERTY**

- 4.1 A Member or Occupier must promptly notify the Manager of any damage to the Common Property.

#### **5. SECURITY**

- 5.1 A Member or Occupier must at its cost comply with the requirements of the Manager or the Owners Corporation regarding the security of the Common Property
- 5.2 The Owners Corporation must take all reasonable steps to ensure the security of from intruders and to preserve the safety of the Development from fire or other hazards including:
  - a. closing off or restricting access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
  - b. permitting, to the exclusion of Members or Occupiers of a Lot, any part of the Common Property to be used by any security person as a means of monitoring the security of the Development; and
  - c. restricting access of Members and Occupiers of Lots of one level of the Development to any other level of the Development.
- 5.3 The Owners Corporation may make rules of use to ensure the security of the Development from intruders.
- 5.4 If the Owners Corporation restricts the access of Members or Occupiers of Lots under these Rules the Owners Corporation must make 2 Security Keys available to each Member.
- 5.5 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Member or Occupier of a Lot.
- 5.6 A Member must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of its Lot including without limitation, entering into an appropriate agreement under any lease or licence agreement of a Lot to ensure return of the Security Key to the Member or the Manager upon expiry of the Occupier's lease or licence.
- 5.7 A Member in possession of a Security Key must:
  - a. not duplicate or permit the Security Key to be duplicated; and

- b. take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than an Occupier of its Lot and is not disposed of otherwise than by returning it to the Member or the Manager.

5.8 A Member or Occupier must promptly notify the Manager if a Security Key is lost or destroyed.

5.9 Security Keys remain the property of the Owners Corporation.

## 6. OWNERS CORPORATION LEVIES

6.1 A Member or Occupier must pay:

- a. administrative levies; and
- b. special levies,

set by the Owners Corporation on the due date according to its Lot Entitlement on the Plan.

6.2 The Owners Corporation may charge interest on outstanding levies at the rate of interest payable under the Penalty Interest Rates Act 1983.

6.3 The Owners Corporation may recover all of its costs in relation to:

- a. the recovery of outstanding levies; and
- b. a breach of the Model Rules or Additional Rules by a Member or Occupier.

## 7. COMPLIANCE WITH LAWS

A Member or Occupier must at its cost promptly comply with all laws relating to its Lot including any requirements, notices and orders of an Authority.

## 8. RIGHT OF WAY

8.1 Each Member and Occupier agrees and acknowledges that:

- a. without limiting the rights of the Owners Corporation under section 12(2) of the Subdivision Act 1988, it agrees to grant an easement of way ("**Easement**") over its Lot for the purpose of the Owners Corporation gaining access to the plant and service areas and any service pipes or ducts located in its Lot which is for the benefit of each Lot and the Common Property and is necessary for the reasonable use and enjoyment of the Lots and the Common Property by Members and Occupiers;
- b. it must allow the Owners Corporation and its respective employees, agents, licensees, visitors and contractors to use the Easement for the purposes of gaining access to the plant and service areas and any service pipes or ducts located in its Lot without interruption and disruption; and
- c. it must not unreasonably interfere with or prevent the use of the Easement.

## 9. APPEARANCE OF LOT

9.1 A Member or Occupier must not:

- a. alter the exterior walls, glass walls or windows of its Lot without the prior written consent of the Owners Corporation;
- b. maintain inside its Lot anything visible from outside its Lot which is not in keeping with the rest of the Building without the prior written consent of the Owners Corporation;
- c. install or permit to be installed bars or grilles or other safety devices to the exterior of any windows or doors of its Lot;

- d. install or permit to be installed in any part of its Lot any bars, enclosures or grilles visible from outside its Lot not in keeping with the rest of the Building;
- e. operate or permit to be operated on its Lot any device or electronic equipment which interferes with any appliance on the Common Property, another Lot or another part of the Building;
- f. attach to or hang from the exterior of its Lot any aerial or any security device or wires;
- g. install or operate or permit to be installed or operated on its Lot any intruder alarm which emits an audible signal;
- h. change any glazed, tinted or treated portions of its Lot or the surrounding Common Property in a manner which alters the exterior appearance of its Lot;
- i. install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus on its Lot that can be viewed from the exterior of the Building; and
- j. place any washing, towel, bedding, clothing or other article in its Lot visible from outside its Lot without the prior written consent of the Owners Corporation.

## **10. BUILDING FACILITIES AND BUILDING SERVICES**

### **10.1 A Member or Occupier must:**

- a. only use Building Facilities and Building Services in its Lot and the Common Property for their proper purpose;
- b. not allow any rubbish or foreign material or substance to be placed in any Building Facilities and Building Services; and
- c. not use the Building Facilities and Building Services for any purpose other than those for which they were constructed and not sweep or allow rubbish or other substances to be deposited in them.

### **10.2 Any costs or expenses resulting from damage or blockage to the Building Facilities and Building Services caused by a Member or Occupier will be its responsibility.**

## **11. FIRE CONTROL**

### **11.1 A Member or Occupier must:**

- a. not use, interfere with or obstruct any Fire Safety Device except in an emergency; and
- b. observe and comply with all fire or emergency drills conducted in the Building.

### **11.2 The Owners Corporation or Manager must, in respect of the Development or a Lot, as appropriate:**

- a. consult with any relevant Authority as to appropriate Fire Safety Devices for the Development or a Lot;
- b. ensure that the appropriate contractors are engaged for the provision of all adequate Fire Safety Devices in the Development or to a Lot to the satisfaction of all relevant Authorities;
- c. ensure that the appropriate contractors are engaged to take all reasonable steps to ensure compliance with all fire laws in respect of the Development or a Lot; and

- d. ensure that a Member or Occupier or any other person does not interfere with or activate any Fire Safety Device in the Common Property area or Building except in an emergency.
- 11.3 A Member or Occupier must not store on its Lot any flammable chemical, liquid, gas or other material other than a domestic gas bottle suitable for barbecues, in accordance with the following conditions:
- a. the gas bottle must not be more than 9kg;
  - b. the gas bottle must not be filled with more than 8.5kg of gas by weight; and
  - c. only 1 gas bottle may be stored on a Lot at any time.
- 11.4 A Member or Occupier will be responsible for all isolation and de-isolation of Fire Safety Device requests made by it at the cost rate set out by the authorised relevant essential services contractor plus any administration costs incurred by the Owners Corporation.
- 12. AIR CONDITIONING AND HEATING**
- 12.1 A Member or Occupier must not install any reverse cycle air-conditioning unit in its Lot:
- a. unless it meets the specifications of the original unit installed in its Lot; and
  - b. without the prior written consent of the Owners Corporation.
- 13. PLANTS**
- 13.1 A Member or Occupier who has plants on its Lot must at its cost:
- a. ensure that the plants are properly maintained and securely fixed or tethered;
  - b. not water the plants and the soil in such pots so that water may escape onto its Lot, the Common Property or other Lots; and
  - c. ensure that all pot plants have a suitable saucer/dish for the collection of excess water.
- 14. COMPLIANCE WITH RULES AND RULES OF USE**
- 14.1 A Member or Occupier must at its cost comply with:
- a. the Rules; and
  - b. all directions and rules of use set by the Manager or the Owners Corporation.
- 14.2 A Member or Occupier must at its cost ensure that its agents, licensees, invitees, contractors and visitors comply with:
- a. the Rules; and
  - b. all directions and rules of use set by the Manager or the Owners Corporation from time to time.
- 14.3 A breach of any directions or rules of use is a breach of the Rules.
- 14.4 A Member or Occupier uses the Common Property at its own risk.
- 14.5 A Member or Occupier must pay, within 7 days of notice from the Owners Corporation, the costs of the Owners Corporation in relation to:
- a. remedying any breach by it of the Rules; and

- b. any damage caused by any breach by it of the Rules.

## **15. PETS AND ANIMALS**

- 15.1 A Member or Occupier may keep a maximum of two (2) domestic animals or pets on its Lot if it has:
- a. obtained the prior written consent of the Owners Corporation;
  - b. registered the domestic animal or pet with the City of Melbourne Council;
  - c. registered the domestic animal or pet with the Owners Corporation and/or the Manager; and
  - d. provided a photograph of the domestic animal or pet to the Owners Corporation and/or the Manager.
- 15.2 A Member or Occupier must at its cost ensure that any domestic animal or pet belonging to it:
- a. does not vomit, urinate or defecate on the Common Property;
  - b. does not access the front of the Building;
  - c. is kept within its Lot;
  - d. is kept on a lead and/or carried in a cage whilst on the Common Property;
  - e. is not left or tied up on the Common Property for longer than is reasonably necessary; and
  - f. does not unreasonably interfere with a Member or Occupier of any other Lot.
- 15.3 A Member or Occupier:
- a. must at its cost immediately clean any vomit, urine, faeces and any other mess or untidiness caused by the domestic animal or pet, including footprints; and
  - b. is liable to the Members or Occupiers of any other Lot for any damage to any person, a Lot or the Common Property caused by its domestic pet or animal.

## **16. CLEANING OF LOT AND RANGEHOOD**

- 16.1 A Member or Occupier must at its cost:
- a. keep its Lot in a clean and tidy condition;
  - b. keep its Lot free of pests and vermin; and
  - c. clean the filters of any rangehood installed in its Lot at least once every 3 months.

## **17. GARBAGE/RUBBISH**

- 17.1 A Member or Occupier must at its cost
- a. not dispose of garbage/rubbish onto the Common Property; and
  - b. deposit all garbage and rubbish in the allocated recyclable bins specifically provided for that purpose and/or garbage bins for general waste.
- 17.2 A Member or Occupier must dispose of garbage in the manner specified by the Owners Corporation or the Manager from time to time but otherwise:
- a. rubbish or refuse from a vacuum cleaner must be placed in a rubbish bag and securely closed before disposing of it in the garbage/rubbish chute;

- b. glass items must be completely drained, cleaned and deposited in the recycling bin for glass items;
- c. recyclable items, such as paper, cardboard and plastic are to be placed in the recycling bin for these items;
- d. all other garbage must be drained and securely wrapped in small parcels and deposited in the rubbish chute; and
- e. all cardboard boxes and packaging must be broken down and neatly placed in an area designated by the Manager.
- f. A Member 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, and any improper disposal of garbage or waste that requires cleaning or repairs to the Common Property will be chargeable to the offending Member or Occupier.
- g. A Member or Occupier must ensure that any oversized waste such as construction/fit out waste, packing and the like from move ins/outs and hard rubbish must not be disposed of in the bins or any area of Common Property. Costs of removal caused by disposal of oversized waste in the garbage bins and/or removal of such items from Common Property will be charged to the offending Member or Occupier.

## **18. STORAGE OF BICYCLES**

18.1 A Member or Occupier must:

- a. not permit any bicycle to be stored in any place other than the Bicycle Storage Facilities;
- b. not use the lifts in the Building for taking bicycles to and from its Lot;
- c. not enter any part of the Building with a bicycle except by Back of House; and
- d. comply with the rules of use for bicycles set by the Owners Corporation or Manager.

## **19. SIGNS, BLINDS, UMBRELLAS AND AWNINGS**

19.1 A Member or Occupier must not erect or affix any sign or notice (including any for sale or for lease boards) to any part of the Common Property or its Lot which is visible from outside its Lot.

19.2 A Member or Occupier must only install the Window Coverings which have been approved by the Owners Corporation.

19.3 A Member or Occupier must not install:

- a. any type of awnings, external umbrella or other shade coverings to the terrace or balcony; and
- b. venetian or vertical blinds to the windows,

of its Lot.

19.4 The backing colour of any curtains, blinds or other Window Coverings which are visible from outside the Lot must be white or off white and no other colour whatsoever.

## **20. FLY SCREENS AND SECURITY DOORS**

20.1 A Member or Occupier must not install any fly screen or security door on the outside of:

- a. the entrance door; and
- b. the sliding door on the balcony,

of its Lot.

20.2 A Member or Occupier may install a fly screen or security door on the inside of any door on its Lot if it:

- a. provides the Owners Corporation with:
  - i. an engineer's report; and
  - ii. scope of works; and
- b. obtains the prior written consent of the Owners Corporation.

## **21. MAIL**

21.1 A Member or Occupier must at its cost:

- a. clear its mail box every day; and
- b. arrange for its mail box to be cleared by another person if it is absent for more than one night.

## **22. SPECIAL RIGHTS FOR THE DEVELOPER AND THE DEVELOPER'S MORTGAGEE**

22.1 For a period of 10 years from the date of the first meeting of the Owners Corporation these Additional Rules will not prevent or hinder the Developer or the Developer's Mortgagee from:

- a. completing construction and/or improvements on the Land; and
- b. selling or leasing any Lot;
- c. using any Lot as a display Lot to assist in the marketing and sale of the other Lots;
- d. placing signs and other materials relating to the sale and/or lease of Lots on the Common Property;
- e. conducting an auction sale in a Lot or on the Common Property; and
- f. using the Common Property to assist in the completion of construction works and the sale of any Lot.

22.2 Each Member consents to:

- a. this Additional Rule 22;
- b. the entitlements of the Developer granted by this Additional Rule 22; and
- c. the Developer or the Developer's Mortgagee carrying out the activities set out in this Additional Rule 22.

22.3 A Member or Occupier must not:

- a. prevent;
- b. interfere with;
- c. object to; or
- d. make any claim against,

the Developer or the Developer's Mortgagee carrying out the activities set out in this Additional Rule 22.

22.4 The Owners Corporation must do all things reasonably required by the Developer or the Developer's Mortgagee to facilitate the:

- a. efficient and economic completion of the construction of the Development; and
- b. sale of the Lots,

including:

- c. signing all necessary consents; and
- d. restricting access to any part of the Common Property.

## 23. BUILDING WORKS

23.1 A Member or Occupier must not undertake any Building Works without a professional acoustic report.

23.2 A Member or Occupier must not undertake any Building Works in relation to its Lot except in accordance with the following requirements:

- a. all requisite permits, approvals and consent under all relevant laws ('Approvals') must be obtained from any relevant Authority;
- b. the Building Works must be carried out:
  - i. in accordance with the Approvals;
  - ii. in a reasonable manner to minimise any nuisance, annoyance, disturbance and inconvenience to Members and Occupiers of other Lots;
  - iii. using high quality finishes and materials; and
  - iv. in a proper and workmanlike manner by qualified and licensed building contractors;
- c. Building Works which include the use of heavy machinery, or jack hammer or the like must not be undertaken before 8:00 am or after 4:00 pm weekdays (or other times as specified by the Manager from time to time), or at any time during weekends or public holidays; and
- d. the Building Works must not affect:
  - i. the external appearance of the Building or the Common Property;
  - ii. the structure of the Building;

- iii. the Building Facilities and Building Services;
- iv. the Fire Safety Devices and fire rating of the Building; and
- v. the acoustic ratings of the Building.

23.3 A Member or Occupier must not proceed with any Building Works until it:

- a. gives the Owners Corporation plans and specifications of the Building Works;
- b. gives the Owners Corporation any further information in relation to the Building Works requested by the Owners Corporation;
- c. receives written consent for the Building Works from the Owners Corporation; and
- d. pays the Owners Corporation's reasonable costs in relation to the Building Works before the commencement of the Building Works.

23.4 A Member or Occupier must when undertaking the Building Works:

- a. comply with the proper and reasonable directions of the Owners Corporation in relation to:
  - i. Building operations;
  - ii. means of access;
  - iii. use of Common Property;
  - iv. on-site management;
  - v. Building protection; and
  - vi. hours of work;
- b. comply with:
  - i. all the requirements of any relevant Authority; and
  - ii. any other relevant Model Rules and Additional Rules;
- c. ensure that its building contractors:
  - i. are supervised in the carrying out of the Building Works; and
  - ii. effect and maintain, a contractor's all risk insurance policy, noting the interest of the Owners Corporation; and
- d. ensure that:
  - i. building materials are not stacked or stored in the front side or rear of the Common Property or the Building;
  - ii. scaffolding is not erected on the Common Property or the exterior of the Building; and
  - iii. construction vehicles and construction workers' vehicles are not brought into, or parked in, the Common Property.

23.5 A Member or Occupier must at its cost repair any damage to:

- a. the Common Property;
- b. any other Lot;
- c. Building Facilities; and
- d. Building Services,

caused by the Building Works.

23.6 The Manager may, in its absolute discretion require a Member or Occupier to pay a security deposit or bond (Bond) in relation to its obligations under this Rule.

23.7 The Owners Corporation may, in its absolute discretion, use the Bond to repair any damage to the items set out in Additional Rule 23.5 if a Member or Occupier does not comply with its obligations under Additional Rule 23.5.

23.8 The Owners Corporation may stop all Building Works if the Member or Occupier has not complied with this Additional Rule 23.

#### **24. CLEANING OF BUILDING**

24.1 A Member or Occupier must allow the Owners Corporation cleaners access to the balconies and terraces on its Lot to clean the Façade of the Building.

24.2 A Member or Occupier of a Lot where anchor points are located must provide access with or without notice should notice not be able to be given in an emergency.

24.3 A Member or Occupier must at its cost clean:

- a. balconies and terraces;
- b. windows;
- c. glass doors/areas, and
- d. external and internal facing,

of its Lot at least once per calendar month or within 7 days of a written notice from the Owners Corporation.

#### **25. LEASING A LOT**

25.1 If a Member grants a lease or licence (Lease) its Lot to an Occupier it must at its cost:

- a. ensure that Lease is not less than 6 months;
- b. give the Occupier a current copy of the Rules;
- c. ensure that the Rules are incorporated in the Lease as an essential term;
- d. ensure that the Occupier and its visitors and invitees comply at all times with the Rules;
- e. take all action available to remedy a breach of the Rules by the Occupier and its visitors; and
- f. give to the Manager:
  - i. contact details of the real estate agent managing the Lease;

- ii. written details of the Occupier; and
- iii. a copy of the Lease.

## **26. PERSONAL INFORMATION OF MEMBERS AND OCCUPIERS**

- 26.1 The Owners Corporation may collect personal information about Members and Occupiers of Lots, including but not limited to their name and address.
- 26.2 Personal information collected by the Owners Corporation regarding Members and Occupiers may be disclosed to the Owners Corporation's agents and any sub-agents appointed, amongst other things, for the purpose of providing services to or carrying out functions on behalf of the Owners Corporation.

## **27. USE OF CAR SPACES**

- 27.1 A Member or Occupier must not:
  - a. use or permit a Car Space to be used for any purpose other than the parking of a Motor Vehicle including but not limited to:
    - i. storage;
    - ii. residence;
    - iii. the repair, maintenance, servicing, disassembly or assembly of a Motor Vehicle; and
    - iv. the cleaning or washing of a Motor Vehicle;
  - b. leave any Motor Vehicle in any part of the Car Park other than in a Car Space;
  - c. bring into a Car Space or the Car Park any Motor Vehicle which is:
    - i. heavily soiled;
    - ii. un-roadworthy;
    - iii. excessively noisy;
    - iv. dangerous; or
    - v. leaking fuel, gas, oil or water;
  - d. enclose a Car Space; and
  - e. affix any door, cage, storage cupboards or bicycle rack to a Car Space without the prior written consent of the Owners Corporation.

## **28. USE OF CAR PARK**

- 28.1 A Member or Occupier must at its cost comply with:
  - a. every traffic sign in or at the entrance or exit of the Car Park;
  - b. any conditions of entry imposed by the Owners Corporation in relation to the Car Park including but not limited to speed restrictions;
  - c. any traffic management plan imposed by the Owners Corporation; and
  - d. any enforcement measures imposed by the Owners Corporation in relation to the misuse of the Car Spaces and the Car Park.

- 28.2 The Owners Corporation may:
- a. remove any Motor Vehicle which:
    - i. is not parked wholly within a marked Car Space;
    - ii. is not parked on the Car Space designated for that Motor Vehicle;  
or
    - iii. does not comply with the Rules;
  - b. install traffic signs in the Car Park and the entrances and exit to the Car Park;
  - c. install speed humps and other traffic control devices in the Car Park;
  - d. impose conditions of use in relation to the Car Park including maximum speed restrictions; and
  - e. designate Car Spaces by numbering, line marking or other means.

**29. USE OF STORAGE SPACE**

- 29.1 A Member or Occupier must not:
- a. use or permit a Storage space to be used for any purpose other than storage including but not limited to:
    - i. a residence; and
    - ii. the parking of a Motor Vehicle; and
  - b. store anything on a Storage space which:
    - i. emits odours;
    - ii. emits noise;
    - iii. is not dry or clean;
    - iv. is rubbish or waste materials including but not limited to any refuse or food or food waste or other putrescible matter; and
    - v. is not in conjunction with the use of its Lot.

Ref No. 16844

# Owners Corporation Maintenance Survey 21 Plenty Road, Bundoora



This maintenance survey only relates to the common property and outward appearance of the property

Owners corporation	PS742797M
Plan of subdivision	30929003
Date of report	5 May 2021
Prepared by	Buildspect Consulting Pty Ltd Mr Nicholas Warton, Building Consultant

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## Introduction

This maintenance plan budget has been calculated under the directions of the strata manager. As per the instruction of the strata manager we have calculated the maintenance plan based on the following.

- The property consists of one owners corporation as per the plan of subdivision provided.
- Common area consists of those walls, floors and ceilings which define boundaries and all columns, internal service ducts, service rooms and risers, pipe shafts contained within the building.
- The building is in good condition having only been recently constructed.
- The maintenance plan has been calculated for anticipated future maintenance works in order to maintain the building in a good state of repair. No allowance has been made for building defect repairs or major renovations.
- It is recommended to review the maintenance plan after five years to summarize the contribution amounts, actual expenditure and general condition of maintainable items within the plan.

## Documents

The plan of subdivision was provided to assist in the preparation of the maintenance plan.

## The Property

The site is an irregular shaped corner block facing east and falls to the north east. There is constructed on the site a multi-level apartment complex with 3 levels of basement carpark.

The external walls are concrete with feature cladding to all levels. The building features aluminium windows and a flat waterproofed roof. The front door faces east.

## Maintenance Surveys and Inspections

Every year your owners corporation or its delegate should inspect the common property and must review the maintenance plan. The results will help you determine the next work program and budget to be presented at the annual general meeting for approval.

At its annual general meeting, an owners corporation must report on the:

- maintenance plan;
- budget; and
- proposed contributions to the maintenance fund.

Your owners corporation may need specialised professional help to carry out certain aspects of the maintenance plan, such as the:

- Inspections;
- risk assessment;
- maintenance fund forecast;

- capital works; and
- Budgeting.

The cost of this specialist advice should be factored in your owners corporation budget.

Before the inspection, it is a good idea to survey residents about maintenance issues. This maintenance survey:

- identifies problems affecting residents;
- provides extra information about the building;
- shows that the owners corporation, committee and delegates are exercising due diligence in carrying out duties, functions and powers;
- encourages communication between the owners corporation, its committee, occupiers and managers; and
- builds awareness of issues and legal responsibilities.

## **Maintenance Plan**

Your building will need maintenance as it ages. Good maintenance helps retain the value of the building and makes the property more enjoyable to live in. Poor maintenance or neglect can lead to serious damage and safety hazards.

An owners corporation maintenance plan must cover:

- major capital items for repair and replacement over the next 15 years;
- the present condition of those items;
- when the items or components will need to be repaired or replaced;
- the estimated cost of the repair and replacement of those items or components; and
- the expected life of those items or components once repaired or replaced.

If an owners corporation has a maintenance plan, then it must have a maintenance fund to cover the cost of works in the plan.

## **Establishing a Maintenance Fund**

Any owners corporation with a maintenance plan must establish a maintenance fund.

The fund must contain any:

- part of the annual fees designated for the maintenance plan;
- amounts received under an insurance policy for any item in the maintenance plan;
- interest earned by investing fund money;
- amounts of a prescribed kind (there are no prescribed amounts at this time); and
- amounts of a kind determined by the owners corporation.

## Payments from a Maintenance Fund

An ordinary resolution at a general meeting is required for money to be paid out of the maintenance fund for items listed in the maintenance plan.

A special resolution is required for payments from the maintenance fund for an urgent matter not listed in the maintenance plan.

## Assumptions and Rates

The following assumptions and rates have been made in the preparation of this report.

Inflation Rate	3%
Interest Rate	4%
Taxation Rate	30%
Fee Escalator	4%
Contingency	10%
GST	10%

## Observations / Summary

Item Description	Condition	Comment	Year	Life	Cost (\$) Inc
<b>Plumbing</b>					
Leaks	Good	Estimated maintenance works required for plumbing	2022	2	2,000
Rust stains	Good	Estimated maintenance works required for sewer maintenance	2021	1	1,000
Stormwater drainage	Good	Cleaning and replacement of the stormwater system	2021	1	1,000
<b>Access and paths</b>					
Carpark access	Good	Estimated maintenance works required minor repairs to carpark access	2022	2	1,000
Walkway	Good	Estimated maintenance works required minor repairs to walkways	2021	1	1,000
Emergency exits	Good	Estimated maintenance works required for exit lighting	2021	1	250
Fire doors	Good	Estimated maintenance works required for fire doors	2021	1	1,200
Safety harness points	Good	Estimated maintenance works for harness point inspections	2021	1	800
<b>Fencing</b>					
External	Fair	Estimated maintenance works required for external fences	2022	10	4,600
Fencing to roof	Good	Estimated maintenance works required for fencing to the roof	2035	15	5,000
<b>Windows</b>					
Foyer doors	Good	Estimated maintenance works required for general	2025	5	2,000
Window sills	Good	Estimated maintenance works required for general	2025	5	1,500
Glass	Good	Estimated maintenance works required for replacement glass or hardware	2021	1	3,000
<b>Doors</b>					
Seals and frame	Good	Estimated maintenance works required to service the seals	2025	5	1,500
Broken panes	Good	Estimated maintenance works required for replacement glass	2022	2	1,500
<b>Roof</b>					
Water proofing	Good	Estimated maintenance works required and re waterproofing	2025	5	20,000
Flashings	Good	Estimated maintenance works required for flashings	2025	5	5,000
<b>Walls</b>					
Internal paintwork	Good	Estimated maintenance work for paintwork (painting programme recommended)	2022	2	2,370
External paintwork	Good	Estimated maintenance work for paintwork (painting programme recommended)	2025	5	8,000
External render	Good	Estimated maintenance work for rendering	2022	2	1,500
<b>Parking areas</b>					
Ventilation	Good	Estimated maintenance including service and cleaning filters	2025	5	5,000
Pumps	Good	Estimated maintenance including repairs to pumps	2022	2	1,500
Sprinkler system	Good	Estimated maintenance work required to inspect, report and	2021	1	3,000
Floor	Good	Estimated maintenance to line marking, bollards and concrete	2025	5	2,000
Steelwork	Good	Estimated maintenance to steel cages and handrails	2025	5	2,500
Automatic door	Good	Estimated maintenance to repair and service automatic garage	2022	2	750
<b>Other</b>					
Electrical	Good	Estimated maintenance works required annual inspection	2021	1	4,000
Fire alarms	Good	Estimated maintenance works required annual inspection	2021	1	2,000
Fire hoses	Good	Estimated maintenance works required annual inspection	2021	1	1,500
Post boxes	Good	Estimated maintenance required for post boxes	2025	5	1,000
Carpet	Good	Estimated maintenance and replacement	2035	15	15,830
Security	Good	Estimated maintenance required for security system	2021	1	750
Security update	Good	Upgrade to security	2030	5	7,500
Landscaping	Good	Estimated maintenance required for landscaping	2021	1	4,000
Tiling	Good	Estimated maintenance and replacement	2030	5	20,250
Timber panelling	Good	Maintenance and painting of feature timber panelling lift lobby's (painting programme recommended)	2022	2	7,000

## Capital Expenditure

Item Description	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>Plumbing</b>															
Leaks		2,122		2,251		2,388		2,534		2,688		2,852		3,025	
Rust stains	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,384	1,426	1,469	1,513	1,558
Stormwater drainage	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,384	1,426	1,469	1,513	1,558
<b>Access and paths</b>															
Carpark access		1,061		1,126		1,194		1,267		1,344		1,426		1,513	
Walkway	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,384	1,426	1,469	1,513	1,558
Emergency exits	258	265	273	281	290	299	307	317	326	336	346	356	367	378	389
Fire doors	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566	1,613	1,661	1,711	1,762	1,815	1,870
Safety harness points	824	849	874	900	927	955	984	1,013	1,044	1,075	1,107	1,141	1,175	1,210	1,246
<b>Fencing</b>															
External		4,880										6,559			
Fencing to roof															7,790
<b>Windows</b>															
Foyer doors					2,319					2,688					3,116
Window sills					1,739					2,016					2,337
Glass	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914	4,032	4,153	4,277	4,406	4,538	4,674
<b>Doors</b>															
Seals and frame					1,739					2,016					2,337
Broken panes		1,591		1,688		1,791		1,900		2,016		2,139		2,269	
<b>Roof</b>															
Water proofing					23,185					26,878					31,159
Flashings					5,796					6,720					7,790
<b>Walls</b>															
Internal paintwork		2,514		2,667		2,830		3,002		3,185		3,379		3,585	
External paintwork					9,274					10,751					12,464
External render		1,591		1,688		1,791		1,900		2,016		2,139		2,269	
<b>Parking areas</b>															
Ventilation					5,796					6,720					7,790
Pumps		1,591		1,688		1,791		1,900		2,016		2,139		2,269	
Sprinkler system	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914	4,032	4,153	4,277	4,406	4,538	4,674
Floor					2,319					2,688					3,116
Steelwork					2,898					3,360					3,895
Automatic door		796		844		896		950		1,008		1,069		1,134	
<b>Other</b>															
Electrical	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067	5,219	5,376	5,537	5,703	5,874	6,050	6,232
Fire alarms	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610	2,688	2,768	2,852	2,937	3,025	3,116
Fire hoses	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957	2,016	2,076	2,139	2,203	2,269	2,337
Post boxes					1,159					1,344					1,558
Carpet															24,663
Security	773	796	820	844	869	896	922	950	979	1,008	1,038	1,069	1,101	1,134	1,168
Security update										10,079					11,685
Landscaping	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067	5,219	5,376	5,537	5,703	5,874	6,050	6,232
Tiling										27,214					31,549
Timber panelling		7,426		7,879		8,358		8,867		9,407		9,980		10,588	
<b>Total</b>	<b>24,205</b>	<b>48,504</b>	<b>25,679</b>	<b>46,281</b>	<b>83,468</b>	<b>49,099</b>	<b>28,902</b>	<b>52,090</b>	<b>30,662</b>	<b>157,735</b>	<b>32,529</b>	<b>65,186</b>	<b>34,511</b>	<b>62,198</b>	<b>187,860</b>

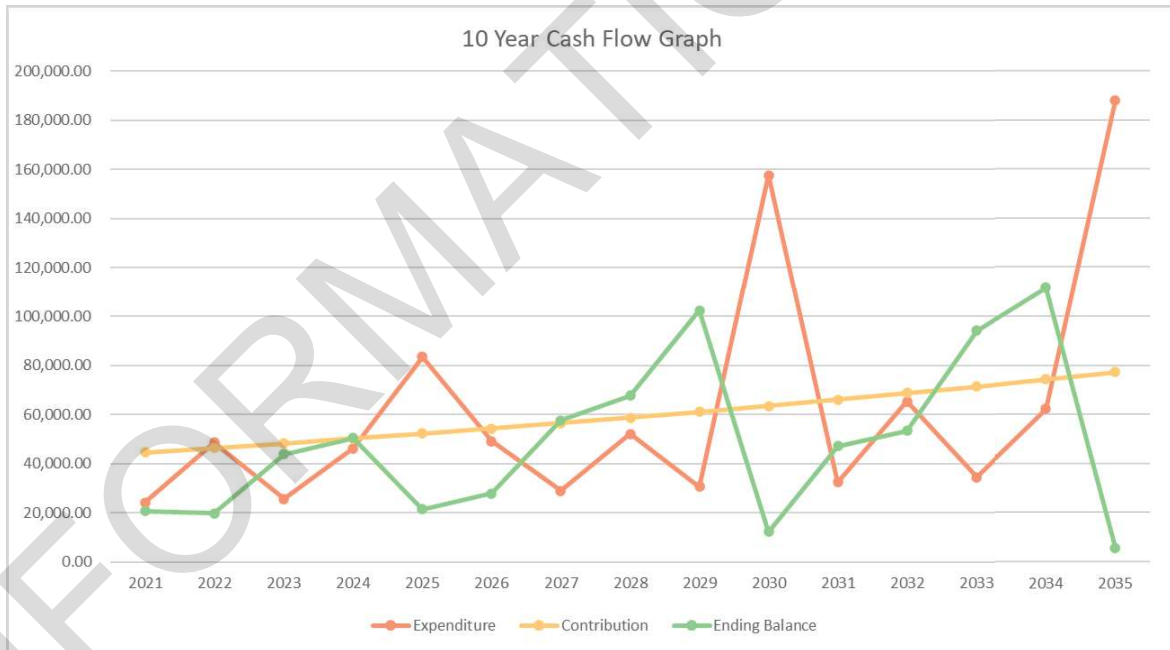
## Maintenance Fund

The table below shows the cash flow for the owners corporation, starting with the opening balance at the start of the first financial year which has been provided to us. We then add the contribution for the year and any interest on funds in the sinking fund account. Any anticipated expenses are then allowed for arriving at a closing balance for the year which in turn becomes the opening balance for the following year.

Year	Financial	Opening Balance	Expenditure	Contribution	Surplus / Deficit	Interest	Ending Balance
1	2021	0.00	24,205.00	44,600.00	20,395.00	358.34	20,753.34
2	2022	20,753.34	48,504.35	46,384.00	18,632.99	1,157.52	19,790.51
3	2023	19,790.51	25,679.08	48,239.36	42,350.78	1,535.72	43,886.51
4	2024	43,886.51	46,280.92	50,168.93	47,774.52	2,594.86	50,369.38
5	2025	50,369.38	83,467.73	52,175.69	19,077.34	2,349.96	21,427.30
6	2026	21,427.30	49,099.43	54,262.72	26,590.59	1,324.29	27,914.88
7	2027	27,914.88	28,902.04	56,433.23	55,446.07	2,090.78	57,536.85
8	2028	57,536.85	52,089.59	58,690.56	64,137.82	3,428.38	67,566.20
9	2029	67,566.20	30,662.17	61,038.18	97,942.21	4,423.49	102,365.70
10	2030	102,365.70	157,735.47	63,479.71	8,109.94	4,237.12	12,347.06
11	2031	12,347.06	32,529.50	66,018.90	45,836.46	1,299.23	47,135.69
12	2032	47,135.69	65,185.79	68,659.65	50,609.55	2,774.64	53,384.19
13	2033	53,384.19	34,510.54	71,406.04	90,279.69	3,721.58	94,001.27
14	2034	94,001.27	62,197.69	74,262.28	106,065.86	5,623.63	111,689.49
15	2035	111,689.49	187,859.71	77,232.77	1,062.54	4,486.25	5,548.79

### 15 Year Cash Flow Graph

The graph below tracks the contribution amounts collected in the levies each year, the projected maintenance fund account year end closing balance and the likely expenses each year.



## Legislative Requirements

This maintenance plan is provided pursuant to Division 3 of the Owners Corporations Act 2006 Sections 36 & 37 as required for a Prescribed Owners Corporation under Section 5 of the Owners Corporation Regulations 2007.

### 1. Section 36 of the Owners Corporations Act 2006

Section 36 of the Owners Corporation Act 2006 states:

*Maintenance plan*

- (1) *A prescribed owners corporation must prepare a maintenance plan for the property for which it is responsible.*
- (2) *An owners corporation (other than a prescribed owners corporation) may prepare a maintenance plan for the property for which it is responsible."*

### 2. Section 37 of the Owners Corporations Act 2006

Section 37 of the Owners Corporations Act 2006 sets out what a maintenance plan must contain:

*"What must a maintenance plan contain?*

- (1) *The maintenance plan must set out—*
  - (a) *the major capital items anticipated to require repair and replacement within the next 15 years; and*
  - (b) *the present condition or state of repair of those items; and*
  - (c) *when those items or components of those items will need to be repaired or replaced; and*
  - (d) *the estimated cost of the repair and replacement of those items or components; and*
  - (e) *the expected life of those items or components once repaired or replaced; and*
  - (f) *any other prescribed information.*
- (2) *In this section—*

*"major capital item" includes—*

  - (a) *a lift; or*
  - (b) *an air conditioning plant; or*
  - (c) *a heating plant; or*
  - (d) *an item of a prescribed class."*

### 3. Section 38 of the Owners Corporations Act 2006

Section 38 of the Owners Corporations Act 2006 states:

*"When does a maintenance plan have effect?*

- (1) *A maintenance plan does not have effect unless it is approved by the owners corporation.*

(2) *In approving a maintenance plan, an owners corporation may set conditions for the payment of money out of the maintenance fund.*

#### **4. Section 5 of the Owners Corporation Regulations 2007**

Section 5 of the Owners Corporation Regulations 2007 states:

*“Prescribed owners corporations*

*For the purposes of the definition of prescribed owners corporation in section 3 of the Act, the following classes are prescribed—*

- (a) an owners corporation that levies annual fees in excess of \$200 000 in a financial year;*
- (b) an owners corporation that consists of more than 100 lots.”*

### **Qualification**

This report is based on a visual site inspection. Unless otherwise stated:

- no soil or other material has been excavated or removed;
- no plants or trees have been removed;
- no samples have been taken or tested;
- no fixtures, fittings, cladding or lining materials have been removed;
- building services have not been tested;
- no items of furniture or chattels have been moved;
- the roof has not been water tested;
- no enquiries of Drainage, Sewerage or Water Authorities have been made;
- no plans, specifications or other contract documents have been sighted for the purpose of inspecting the building and providing this report;
- no special investigations of insect attack (e.g. borer, termite, etc.) has been made. Any reference to insect attack has been based on observation only and does not imply any expertise in these matters. Such a reference should be referred to appropriate experts and we recommend that a pest infestation inspection and report be undertaken;
- we have not inspected woodwork or other parts of the structure which are covered, unexposed or inaccessible and we are therefore unable to report that any such part of the structure is free from defect; and
- we have not carried out an inspection to identify any occupational health and safety risks.

This report prepared and signed by



**Nick Warton**  
Consultant  
Cert IV BldConst

Enquiries: *Building and Planning Administration 9217 2170*  
[Buildplan@whittlesea.vic.gov.au](mailto:Buildplan@whittlesea.vic.gov.au)

Your Ref: 76380085-021-2

1 May 2025

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION**  
**Unit 5, 21 (Lot G05) Plenty Road, Bundoora**

Further to your application for property information for the above address I write to advise the following:

**Regulation 51 1 (a)\***

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

Permit issued for related parcel at **21- 23 Plenty Road, Bundoora** with the following permit details:

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-1587/8233223141143/5	11/9/2019	Apartments Commercial Carpark – Remainder of Works	Yes – 18/2/2020
BS-1587/8233223141143/4	7/6/2019	Apartments Commercial Carpark – Partitions only	No record on file
BS.1587/8233223141143/3	13/5/2019	Apartments Commercial Carpark – remaining Level 4 to roof inclusive and services	No record on file
BS-1587/8233223141143/2	15/11/2018	Apartments/Commercial Carpark – Structural to Level 4 underside	No record on file
BS-1587/8233223141143/1	13/7/2018	Apartments/Commercial Carpark – Basement structure piles excavation	No record on file
BS-19422/20171213/0	17/1/2018	Shop Demolition	Yes – 25/10/2019

**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	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

**Regulation 51 1 (b) (c)**

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**  
Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**  
*(Please consult with Owner for copy of Building Notice where applicable)*

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit [www.whittlesea.vic.gov.au/pools](http://www.whittlesea.vic.gov.au/pools).

Yours sincerely

**BUILDING & PLANNING**  
**CITY OF WHITTLESEA**

INFORMATION ONLY

**FORM 16**  
Regulation 192  
**Building Act 1993**  
Building Regulations 2018

## OCCUPANCY PERMIT 013629/01

**approved location**

This occupancy permit must be displayed in the following approved location:  
Main entry lobby to the building

**property details**

**LA TROBE PLACE**  
**21-23 Plenty Road, BUNDOORA VIC 3083**

Lot(s):	LP/PS: 33477	Volume: 10065	Folio: 970
Crown allotment: 2	Section: A	Parish: Keelbundoora	County:
Municipal district: Whittlesea City Council			Allotment area (m2): 1,966

**building permit details**

Building Permit number: 1587/8233223141143/5  
Approved works: **LA TROBE PLACE**  
Version of BCA applicable to Building Permit: Volume 1 - 2016  
Planning Permit number: 713302

**building details**

Part of building: Basement 3	
Permitted use: Car park	BCA class: 7a
Maximum permissible floor load: 2.5kPa	Maximum number of people to be accommodated: n/a

**building details**

Part of building: Basement 2	
Permitted use: Car park	BCA class: 7a
Maximum permissible floor load: 2.5kPa	Maximum number of people to be accommodated: n/a

**building details**

Part of building: Basement 1	
Permitted use: Car park	BCA class: 7a
Maximum permissible floor load: 2.5kPa	Maximum number of people to be accommodated: n/a

**building details**

Part of building: Ground Floor	
Permitted use: Apartments	BCA class: 2
Maximum permissible floor load: 1.5kPa	Maximum number of people to be accommodated: n/a

**building details**

Part of building: Level 1	
Permitted use: Apartments	BCA class: 2
Maximum permissible floor load: 1.5kPa	Maximum number of people to be accommodated: n/a

# OCCUPANCY PERMIT 013629/01 *(continued)*

<b>building details</b>	Part of building: Level 2	
	Permitted use: Apartments	BCA class: 2
	Maximum permissible floor load: 1.5kpa	Maximum number of people to be accommodated: n/a
<b>building details</b>	Part of building: Level 3	
	Permitted use: Apartments	BCA class: 2
	Maximum permissible floor load: 1.5kpa	Maximum number of people to be accommodated: n/a
<b>building details</b>	Part of building: Level 4	
	Permitted use: Apartments	BCA class: 2
	Maximum permissible floor load: 1.5kpa	Maximum number of people to be accommodated: n/a
<b>building details</b>	Part of building: Level 5	
	Permitted use: Apartments	BCA class: 2
	Maximum permissible floor load: 1.5kPa	Maximum number of people to be accommodated: n/a
<b>building details</b>	Part of building: Level 6	
	Permitted use: Apartments	BCA class: 2
	Maximum permissible floor load: 1.5kPa	Maximum number of people to be accommodated: n/a

**performance solution**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to this project:

<u>Relevant performance requirement</u>	<u>Details of performance solution</u>
CP1 & CP2	The building design is proposed to incorporate a rationalized FRL of 60 minutes to the Class 2 portion. The following maximum FRL's are proposed: <ul style="list-style-type: none"> <li>• Load bearing elements: 60/60/60 in lieu of 90/90/90.</li> <li>• Non-loadbearing elements: -/60/60 in lieu of -/90/90.</li> <li>• The building design is proposed to incorporate the use of steel columns in lieu of concrete/masonry on balconies and in the external glazed wall design.</li> <li>• The subject building design shall incorporate combustible timber construction to the upper most level of the building</li> </ul>
CP2 & CP8	Openings (without protection as per BCA Clause C3.4) are located at within 3m of the title boundary (western and southern elevation).
CP8	To allow the test drain pipe to penetrate the fire-isolated stairs.
DP4 & EP2.2	The three basement levels each incorporate a single exit in lieu of the BCA DtS required two exits
DP4 & EP2.2	The subject design of the basement levels incorporates travel distances of up to 27.5 metres in lieu of the BCA DtS maximum of 20 metres.

- The subject design of the ground floor incorporates travel distances of up to 27.5 metres in lieu of the BCA DtS maximum of 20 metres.
- The subject design of levels 1-5 incorporates a travel distance of up to 17 metres in lieu of the BCA DtS maximum of 6 metres.

DP4	The subject design incorporates the direct connection of rising and descending stair flights to the fire isolated exit stair
DP4 & DP5	The fire-isolated stair discharges internally at the ground level in lieu of discharging directly outside.
EP2.2	The design proposes to omit the BCA DtS required air pressurization system from the fire-isolated scissor stair serving the three basement levels.
EP1.4	The design proposes to omit sprinklers to the top of the lift shafts and provide thermal detection in lieu The design proposes to omit sprinklers within slim line cupboards housing water meters, gas meters and the like and provide smoke detection in lieu
FP2.1	To permit the omission of a designated caretaker's facility (facility for employees) from the building containing more than 10 sole occupancy units.

**reporting authorities**

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

<u>Prescribed reporting authority</u>	<u>Matter reported on</u>	<u>Regulation</u>
Whittlesea City Council	LPoD	133
MFB	Assembly booster, Water meter, Hydrant shortfalls, SCV, Fire pump room	129 & 187

**conditions to which this permit is subject**

Occupation is subject to the following conditions:

**1. Essential safety measures**

The essential safety measures listed Appendix A of this permit must be inspected, tested and maintained in accordance with the maintenance requirements set out in the table shown in Appendix A of this permit.

**2. Other conditions**

- No smoking policy throughout all public areas of the building.
- Non-combustible furniture in public areas, fuel load controlled via regular housekeeping and inspection by building management; including the removal of random storage and accumulated debris.
- Periodic inspection, testing and maintenance of all fire safety systems, emergency lighting, exit signage, doors, fire resistance, portable fire extinguishers, etc. should be implemented. Bi-annual inspections of the lift shafts and cupboards where sprinklers have been omitted are required and as such shall be part of the building Essential Services Plan.

**OCCUPANCY PERMIT** 013629/01 *(continued)*

**suitability for  
occupation**

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

**relevant building  
surveyor**



Glenn Driscoll

Registration #: 1587

Occupancy Permit no: 013629/01

Date: 18/02/2020

Date of final inspection: 17/02/2020

INFORMATION ONLY

## Appendix A **ESSENTIAL SAFETY MEASURES MAINTENANCE REQUIREMENTS** in accordance with Regulation 194

**property details** 21-23 Plenty Road, BUNDOORA VIC 3083

The following essential safety measures must be inspected, tested and maintained in accordance with the maintenance requirements set out in the following table.

Essential safety measures required to be provided in the building – as prescribed in Schedule 8 of the Regulations where applicable	Provision of the Building Regulations 2018 applicable to installation and operation of essential safety measure	The level of performance that each essential safety measure must achieve to fulfil its purpose	The frequency and type of maintenance required for each essential safety measure	The frequency and type of testing and inspections required for each essential safety measure
<b>PART 1 – BUILDING FIRE INTEGRITY</b>				
Item 1. Building elements required to satisfy prescribed fire-resistance levels	BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, , FER*	BCA CP1, CP2, CP4, CP5, CP6, CP7, CP8, DP5, EP1.3, EP1.6	Yearly	As per AS1851-2012
Item 2. Materials and assemblies required to have fire hazard properties	BCA C1.10, FER*	BCA CP2, CP4	Yearly	Annual Inspection for damage, deterioration, or unauthorised alteration
Item 3. Elements required to be non-combustible, provide fire protection, compartmentation or separation	BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, FER*	BCA CP1, CP2, CP4, CP5, CP6, CP7, CP8, DP5, EP1.3, EP1.6	Yearly	Annual Inspection for damage, deterioration, or unauthorised alteration
Item 4. Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	BCA C1.1, C3.2, C3.3, C3.4, C3.8, C3.11, D1.7, D1.8 & FER*, MFB	BCA CP1, CP2, EP1.5	Yearly	AS1851-2012 Section 2 if Sprinkler system installed or every six months to ensure compliance, no damage or deterioration and water supply availability.
Item 5. Fire doors (including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms	BCA Section C, D1.7, D1.12, D2.8, D2.11, D2.19, D2.20, D2.21, D2.22, FER*	BCA CP2, CP4, DP5, DP6	Six Monthly	As per AS1851-2012
Item 8. Solid core doors and associated self-closing, automatic closing and latching mechanisms	BCA C1.1, C3.11, D1.4, D2.19, D2.20, D2.21	BCA CP2, CP8, DP2, DP5	Yearly	Annual Inspection for damage, deterioration, or unauthorised alteration
Item 9. Fire-protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, FER*	BCA CP1, CP2, CP4, CP5, CP6, CP7, CP8, DP5, EP1.3, EP1.6	Yearly	As per AS1851-2012

## OCCUPANCY PERMIT 013629/01 *(continued)*

Item 10. Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation	BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, FER*	BCA CP1, CP2, CP3, CP4, CP5, CP6, CP7, CP8, DP5	Yearly	As per AS1851-2012
Item 11. Smoke doors and associated self-closing, automatic closing and latching mechanisms	BCA C1.1, C2.5, C2.14, D2.6, D2.19, D2.20, D2.21	BCA CP2, CP3, CP8, DP2, DP5	Six Monthly	As per AS1851-2012
<b>PART 2 – MEANS OF EGRESS</b>				
Item 1. Paths of travel to exits	BCA Section D1, Section D2	BCA DP1, DP2, DP3, DP4, DP6	Three Monthly	Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration
Item 2. Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	BCA Section D1, Section D2, FER*	BCA DP1, DP2, DP3, DP4, DP5, DP6	Three Monthly	Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration
Item 3. Exits (including fire-isolated stairways and ramps, non-fire-isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	BCA Section D1, Section D2, FER*	BCA DP1, DP2, DP3, DP4, DP5, DP6	Three Monthly	Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration
Item 4. Smoke lobbies to fire-isolated exits	BCA Section D1, Section D2	BCA DP1, DP2, DP4, DP5, DP6	Three Monthly	As per AS1851-2012
Item 6. Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	BCA Section D1, Section D2, FER*	BCA DP1, DP2, DP4, DP5, DP6	Three Monthly	Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration
<b>PART 3 – SIGNS</b>				
Item 1. Exit signs (including direction signs)	BCA E4.2, E4.3, E4.5, E4.6, E4.8	BCA EP4.1, EP4.2	Six monthly	As per AS2293.2-1995
Item 2. Signs warning against the use of lifts in the event of fire	BCA E3.3	BCA EP3.3	Yearly	Annual Inspection to ensure the warning signs are in place and legible.
Item 3. Warning signs on sliding fire doors and doors to non-required stairways, ramps and escalators	BCA C3.6, D1.12	BCA CP2, CP8, DP4, DP5	Yearly	Annual Inspection to ensure the warning signs are in place and legible.
Item 5. Signs alerting persons that the operation of doors must not be impaired	BCA D2.23	BCA DP4, DP5	Yearly	Annual Inspection to ensure the warning signs are in place and legible.
<b>PART 4 – LIGHTING</b>				
Item 1. Emergency lighting	BCA E4.2, E4.4	BCA EP4.1, EP4.2	Six Monthly	As per AS2293.2-1995
<b>PART 5 – FIRE FIGHTING SERVICES &amp; EQUIPMENT</b>				

## OCCUPANCY PERMIT 013629/01 *(continued)*

Item 1. Fire hydrant system (including on-site pump set and fire-service booster connection)	BCA E1.3, FER*, MFB*	BCA EP1.3, EP1.6	Monthly (pump-related inspection and test items only) , Six Monthly	As per AS1851-2012
Item 2. Fire hose reel system	BCA E1.4	BCA EP1.1	Six Monthly	As per AS1851-2012
Item 3. Sprinkler system	BCA E1.5, FER*	BCA EP1.4, EP2.1, EP2.2	Monthly	As per AS1851-2012
Item 4. Portable fire extinguishers	BCA E1.6	BCA EP1.2	Six monthly	As per AS1851-2012
Item 5. Fire control centres (or rooms)	BCA E1.8, MFB*	BCA EP1.6	Yearly	Annual Inspection for damage, deterioration, or unauthorised alteration
<b>PART 6 – AIR HANDLING SYSTEMS</b>				
Item 2. Car park mechanical ventilation system	BCA E2.2, F4.11	BCA EP2.2	Three Monthly	As per AS1851-2012
<b>PART 7 – AUTOMATIC FIRE DETECTION &amp; ALARM SYSTEMS</b>				
Item 1. Smoke and heat alarm system	BCA E2.2	BCA EP2.1, EP2.2	Monthly	As per AS1851-2012
Item 2. Smoke and heat detection system	BCA E2.2, FER*	BCA EP2.1, EP2.2	Monthly	As per AS1851-2012
<b>PART 8 – OCCUPANT WARNING SYSTEMS</b>				
Item 1. Sound system and intercom system for emergency purposes	BCA E2.2, E4.9, FER*	BCA EP2.1, EP2.2, EP4.3	Monthly	As per AS1851-2012
Item 2. Building occupant warning system	BCA E1.5, E2.2, FER*	BCA EP2.1, EP2.2, EP4.3	Monthly	As per AS1851-2012
<b>PART 9 – LIFTS</b>				
Item 1. Stretcher facilities in lifts	BCA E3.2, E3.8	BCA EP3.1	Yearly	Annual inspection to confirm a clear horizontal space not less than 600mm wide x 2000mm long x 1400mm high above the lift car floor level is available
Item 2. Emergency lifts	BCA E3.4	BCA EP3, EP3.2	Yearly	As per manufacturers specification, however no less than annual inspection
Item 3. Passenger lift fire service controls	BCA E3.7, E3.9, E3.10	BCA EP3.2	Yearly	As per manufacturers specification, however no less than annual inspection.
<b>PART 12 – MECHANICAL VENTILATION AND HOT, WARM &amp; COOLING WATER SYSTEMS</b>				
Item 1. Mechanical ventilation systems incorporating cooling tower systems (other than a system serving only a single sole-occupancy unit in a Class 2 or 3 building or a Class 4 part of a building)	BCA E2.2 F4.5, F4.11	BCA	Monthly	As per AS 3666.2-2011
Item 2. Mechanical ventilation systems incorporating hot and warm water systems (other than a system serving only a single sole-occupancy unit in a Class 2 or 3 building or a Class 4 part of a building)	BCA F2.7	BCA	Monthly	As per AS 3666.2-2011

## OCCUPANCY PERMIT 013629/01 *(continued)*

*FER\** denotes Fire Engineering Report 163264 Rev 03 dated 30/11/2018 prepared by AFFINITY Fire Engineering.

*MFB\** denotes the MFB Reg 309 (now 129) consents issued for this building – see MFB Report no. 1801539 & 1901642.

INFORMATION ONLY

**FORM 16**  
Regulation 192  
**Building Act 1993**  
Building Regulations 2018

**OCCUPANCY PERMIT 013629/01**

**approved location**

This occupancy permit must be displayed in the following approved location:  
Main entry lobby to the building

**property details**

**LA TROBE PLACE**  
**21-23 Plenty Road, BUNDOORA VIC 3083**

Lot(s): LP/PS: 33477 Volume: 10065 Folio: 970  
Crown allotment: 2 Section: A Parish: Keelbundoora County:  
Municipal district: Whittlesea City Council Allotment area (m2): 1,966

**building permit details**

Building Permit number: 1587/8233223141143/5  
Approved works: **LA TROBE PLACE**  
Version of BCA applicable to Building Permit: Volume 1 - 2016  
Planning Permit number: 713302

**building details**

Part of building: Basement 3  
Permitted use: Car park BCA class: 7a  
Maximum permissible floor load: 2.5kPa Maximum number of people to be accommodated: n/a

**building details**

Part of building: Basement 2  
Permitted use: Car park BCA class: 7a  
Maximum permissible floor load: 2.5kPa Maximum number of people to be accommodated: n/a

**building details**

Part of building: Basement 1  
Permitted use: Car park BCA class: 7a  
Maximum permissible floor load: 2.5kPa Maximum number of people to be accommodated: n/a

**building details**

Part of building: Ground Floor  
Permitted use: Apartments BCA class: 2  
Maximum permissible floor load: 1.5kPa Maximum number of people to be accommodated: n/a

**building details**

Part of building: Level 1  
Permitted use: Apartments BCA class: 2  
Maximum permissible floor load: 1.5kPa Maximum number of people to be accommodated: n/a

# OCCUPANCY PERMIT 013629/01 *(continued)*

<b>building details</b>	Part of building: Level 2	
	Permitted use: Apartments	BCA class: 2
	Maximum permissible floor load: 1.5kpa	Maximum number of people to be accommodated: n/a
<b>building details</b>	Part of building: Level 3	
	Permitted use: Apartments	BCA class: 2
	Maximum permissible floor load: 1.5kpa	Maximum number of people to be accommodated: n/a
<b>building details</b>	Part of building: Level 4	
	Permitted use: Apartments	BCA class: 2
	Maximum permissible floor load: 1.5kpa	Maximum number of people to be accommodated: n/a
<b>building details</b>	Part of building: Level 5	
	Permitted use: Apartments	BCA class: 2
	Maximum permissible floor load: 1.5kPa	Maximum number of people to be accommodated: n/a
<b>building details</b>	Part of building: Level 6	
	Permitted use: Apartments	BCA class: 2
	Maximum permissible floor load: 1.5kPa	Maximum number of people to be accommodated: n/a

**performance solution**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to this project:

<u>Relevant performance requirement</u>	<u>Details of performance solution</u>
CP1 & CP2	The building design is proposed to incorporate a rationalized FRL of 60 minutes to the Class 2 portion. The following maximum FRL's are proposed: <ul style="list-style-type: none"> <li>• Load bearing elements: 60/60/60 in lieu of 90/90/90.</li> <li>• Non-loadbearing elements: -/60/60 in lieu of -/90/90.</li> <li>• The building design is proposed to incorporate the use of steel columns in lieu of concrete/masonry on balconies and in the external glazed wall design.</li> <li>• The subject building design shall incorporate combustible timber construction to the upper most level of the building</li> </ul>
CP2 & CP8	Openings (without protection as per BCA Clause C3.4) are located at within 3m of the title boundary (western and southern elevation).
CP8	To allow the test drain pipe to penetrate the fire-isolated stairs.
DP4 & EP2.2	The three basement levels each incorporate a single exit in lieu of the BCA DtS required two exits
DP4 & EP2.2	The subject design of the basement levels incorporates travel distances of up to 27.5 metres in lieu of the BCA DtS maximum of 20 metres.

- The subject design of the ground floor incorporates travel distances of up to 27.5 metres in lieu of the BCA DtS maximum of 20 metres.
- The subject design of levels 1-5 incorporates a travel distance of up to 17 metres in lieu of the BCA DtS maximum of 6 metres.

DP4	The subject design incorporates the direct connection of rising and descending stair flights to the fire isolated exit stair
DP4 & DP5	The fire-isolated stair discharges internally at the ground level in lieu of discharging directly outside.
EP2.2	The design proposes to omit the BCA DtS required air pressurization system from the fire-isolated scissor stair serving the three basement levels.
EP1.4	The design proposes to omit sprinklers to the top of the lift shafts and provide thermal detection in lieu The design proposes to omit sprinklers within slim line cupboards housing water meters, gas meters and the like and provide smoke detection in lieu
FP2.1	To permit the omission of a designated caretaker's facility (facility for employees) from the building containing more than 10 sole occupancy units.

**reporting authorities**

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

<u>Prescribed reporting authority</u>	<u>Matter reported on</u>	<u>Regulation</u>
Whittlesea City Council	LPoD	133
MFB	Assembly booster, Water meter, Hydrant shortfalls, SCV, Fire pump room	129 & 187

**conditions to which this permit is subject**

Occupation is subject to the following conditions:

**1. Essential safety measures**

The essential safety measures listed Appendix A of this permit must be inspected, tested and maintained in accordance with the maintenance requirements set out in the table shown in Appendix A of this permit.

**2. Other conditions**

- No smoking policy throughout all public areas of the building.
- Non-combustible furniture in public areas, fuel load controlled via regular housekeeping and inspection by building management; including the removal of random storage and accumulated debris.
- Periodic inspection, testing and maintenance of all fire safety systems, emergency lighting, exit signage, doors, fire resistance, portable fire extinguishers, etc. should be implemented. Bi-annual inspections of the lift shafts and cupboards where sprinklers have been omitted are required and as such shall be part of the building Essential Services Plan.

**OCCUPANCY PERMIT** 013629/01 *(continued)*

**suitability for  
occupation**

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

**relevant building  
surveyor**



Glenn Driscoll

Registration #: 1587

Occupancy Permit no: 013629/01

Date: 18/02/2020

Date of final inspection: 17/02/2020

INFORMATION ONLY

**Appendix A ESSENTIAL SAFETY MEASURES MAINTENANCE REQUIREMENTS** in accordance with Regulation 194

property details 21-23 Plenty Road, BUNDOORA VIC 3083

The following essential safety measures must be inspected, tested and maintained in accordance with the maintenance requirements set out in the following table.

Essential safety measures required to be provided in the building – as prescribed in Schedule 8 of the Regulations where applicable	Provision of the Building Regulations 2018 applicable to installation and operation of essential safety measure	The level of performance that each essential safety measure must achieve to fulfil its purpose	The frequency and type of maintenance required for each essential safety measure	The frequency and type of testing and inspections required for each essential safety measure
<b>PART 1 – BUILDING FIRE INTEGRITY</b>				
Item 1. Building elements required to satisfy prescribed fire-resistance levels	BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, , FER*	BCA CP1, CP2, CP4, CP5, CP6, CP7, CP8, DP5, EP1.3, EP1.6	Yearly	As per AS1851-2012
Item 2. Materials and assemblies required to have fire hazard properties	BCA C1.10, FER*	BCA CP2, CP4	Yearly	Annual Inspection for damage, deterioration, or unauthorised alteration
Item 3. Elements required to be non-combustible, provide fire protection, compartmentation or separation	BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, FER*	BCA CP1, CP2, CP4, CP5, CP6, CP7, CP8, DP5, EP1.3, EP1.6	Yearly	Annual Inspection for damage, deterioration, or unauthorised alteration
Item 4. Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	BCA C1.1, C3.2, C3.3, C3.4, C3.8, C3.11, D1.7, D1.8 & FER*, MFB	BCA CP1, CP2, EP1.5	Yearly	AS1851-2012 Section 2 if Sprinkler system installed or every six months to ensure compliance, no damage or deterioration and water supply availability.
Item 5. Fire doors (including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms	BCA Section C, D1.7, D1.12, D2.8, D2.11, D2.19, D2.20, D2.21, D2.22, FER*	BCA CP2, CP4, DP5, DP6	Six Monthly	As per AS1851-2012
Item 8. Solid core doors and associated self-closing, automatic closing and latching mechanisms	BCA C1.1, C3.11, D1.4, D2.19, D2.20, D2.21	BCA CP2, CP8, DP2, DP5	Yearly	Annual Inspection for damage, deterioration, or unauthorised alteration
Item 9. Fire-protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, FER*	BCA CP1, CP2, CP4, CP5, CP6, CP7, CP8, DP5, EP1.3, EP1.6	Yearly	As per AS1851-2012

## OCCUPANCY PERMIT 013629/01 *(continued)*

Item 10. Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation	BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, FER*	BCA CP1, CP2, CP3, CP4, CP5, CP6, CP7, CP8, DP5	Yearly	As per AS1851-2012
Item 11. Smoke doors and associated self-closing, automatic closing and latching mechanisms	BCA C1.1, C2.5, C2.14, D2.6, D2.19, D2.20, D2.21	BCA CP2, CP3, CP8, DP2, DP5	Six Monthly	As per AS1851-2012
<b>PART 2 – MEANS OF EGRESS</b>				
Item 1. Paths of travel to exits	BCA Section D1, Section D2	BCA DP1, DP2, DP3, DP4, DP6	Three Monthly	Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration
Item 2. Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	BCA Section D1, Section D2, FER*	BCA DP1, DP2, DP3, DP4, DP5, DP6	Three Monthly	Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration
Item 3. Exits (including fire-isolated stairways and ramps, non-fire-isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	BCA Section D1, Section D2, FER*	BCA DP1, DP2, DP3, DP4, DP5, DP6	Three Monthly	Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration
Item 4. Smoke lobbies to fire-isolated exits	BCA Section D1, Section D2	BCA DP1, DP2, DP4, DP5, DP6	Three Monthly	As per AS1851-2012
Item 6. Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	BCA Section D1, Section D2, FER*	BCA DP1, DP2, DP4, DP5, DP6	Three Monthly	Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration
<b>PART 3 – SIGNS</b>				
Item 1. Exit signs (including direction signs)	BCA E4.2, E4.3, E4.5, E4.6, E4.8	BCA EP4.1, EP4.2	Six monthly	As per AS2293.2-1995
Item 2. Signs warning against the use of lifts in the event of fire	BCA E3.3	BCA EP3.3	Yearly	Annual Inspection to ensure the warning signs are in place and legible.
Item 3. Warning signs on sliding fire doors and doors to non-required stairways, ramps and escalators	BCA C3.6, D1.12	BCA CP2, CP8, DP4, DP5	Yearly	Annual Inspection to ensure the warning signs are in place and legible.
Item 5. Signs alerting persons that the operation of doors must not be impaired	BCA D2.23	BCA DP4, DP5	Yearly	Annual Inspection to ensure the warning signs are in place and legible.
<b>PART 4 – LIGHTING</b>				
Item 1. Emergency lighting	BCA E4.2, E4.4	BCA EP4.1, EP4.2	Six Monthly	As per AS2293.2-1995
<b>PART 5 – FIRE FIGHTING SERVICES &amp; EQUIPMENT</b>				

## OCCUPANCY PERMIT 013629/01 *(continued)*

Item 1. Fire hydrant system (including on-site pump set and fire-service booster connection)	BCA E1.3, FER*, MFB*	BCA EP1.3, EP1.6	Monthly (pump-related inspection and test items only), Six Monthly	As per AS1851-2012
Item 2. Fire hose reel system	BCA E1.4	BCA EP1.1	Six Monthly	As per AS1851-2012
Item 3. Sprinkler system	BCA E1.5, FER*	BCA EP1.4, EP2.1, EP2.2	Monthly	As per AS1851-2012
Item 4. Portable fire extinguishers	BCA E1.6	BCA EP1.2	Six monthly	As per AS1851-2012
Item 5. Fire control centres (or rooms)	BCA E1.8, MFB*	BCA EP1.6	Yearly	Annual Inspection for damage, deterioration, or unauthorised alteration
<b>PART 6 – AIR HANDLING SYSTEMS</b>				
Item 2. Car park mechanical ventilation system	BCA E2.2, F4.11	BCA EP2.2	Three Monthly	As per AS1851-2012
<b>PART 7 – AUTOMATIC FIRE DETECTION &amp; ALARM SYSTEMS</b>				
Item 1. Smoke and heat alarm system	BCA E2.2	BCA EP2.1, EP2.2	Monthly	As per AS1851-2012
Item 2. Smoke and heat detection system	BCA E2.2, FER*	BCA EP2.1, EP2.2	Monthly	As per AS1851-2012
<b>PART 8 – OCCUPANT WARNING SYSTEMS</b>				
Item 1. Sound system and intercom system for emergency purposes	BCA E2.2, E4.9, FER*	BCA EP2.1, EP2.2, EP4.3	Monthly	As per AS1851-2012
Item 2. Building occupant warning system	BCA E1.5, E2.2, FER*	BCA EP2.1, EP2.2, EP4.3	Monthly	As per AS1851-2012
<b>PART 9 – LIFTS</b>				
Item 1. Stretcher facilities in lifts	BCA E3.2, E3.8	BCA EP3.1	Yearly	Annual inspection to confirm a clear horizontal space not less than 600mm wide x 2000mm long x 1400mm high above the lift car floor level is available
Item 2. Emergency lifts	BCA E3.4	BCA EP3, EP3.2	Yearly	As per manufacturers specification, however no less than annual inspection
Item 3. Passenger lift fire service controls	BCA E3.7, E3.9, E3.10	BCA EP3.2	Yearly	As per manufacturers specification, however no less than annual inspection.
<b>PART 12 – MECHANICAL VENTILATION AND HOT, WARM &amp; COOLING WATER SYSTEMS</b>				
Item 1. Mechanical ventilation systems incorporating cooling tower systems (other than a system serving only a single sole-occupancy unit in a Class 2 or 3 building or a Class 4 part of a building)	BCA E2.2 F4.5, F4.11	BCA	Monthly	As per AS 3666.2-2011
Item 2. Mechanical ventilation systems incorporating hot and warm water systems (other than a system serving only a single sole-occupancy unit in a Class 2 or 3 building or a Class 4 part of a building)	BCA F2.7	BCA	Monthly	As per AS 3666.2-2011

## OCCUPANCY PERMIT 013629/01 *(continued)*

*FER\** denotes Fire Engineering Report 163264 Rev 03 dated 30/11/2018 prepared by AFFINITY Fire Engineering.

*MFB\** denotes the MFB Reg 309 (now 129) consents issued for this building – see MFB Report no. 1801539 & 1901642.

INFORMATION ONLY

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 1th April 2025, 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®.

21 PLENTY ROAD, BUNDOORA 3083  
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: 1th April 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76355055 - 76355055165040 '396012'

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

1125867

## APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-  
INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

## VENDOR

WALL, JENNIFER

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396012

This certificate is issued for:

LOT G05 PLAN PS742797 ALSO KNOWN AS 21 PLENTY ROAD BUNDOORA  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :  
<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

LANDATA@

T: (03) 9102 0402

E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

01 April 2025

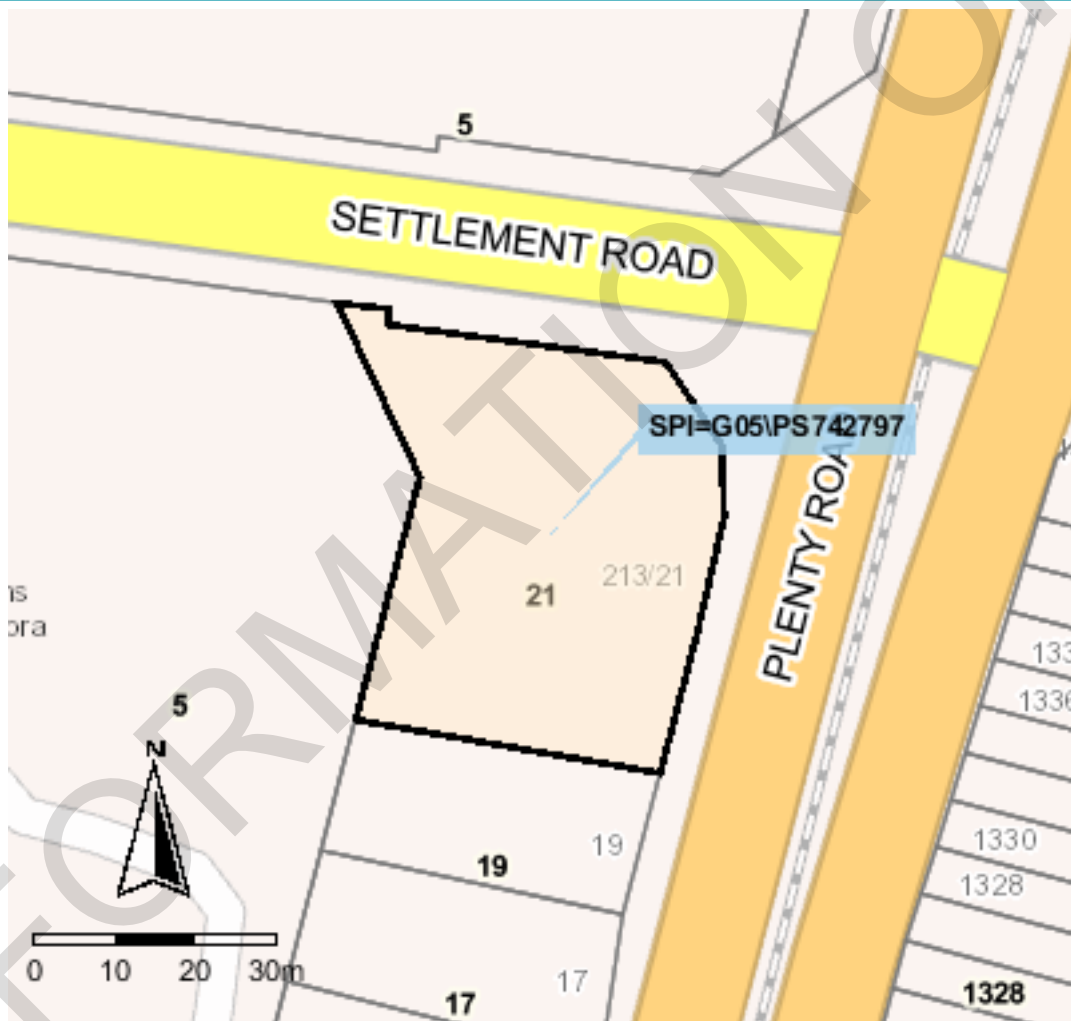
**Sonya Kilkeny**  
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

## PROPERTY DETAILS

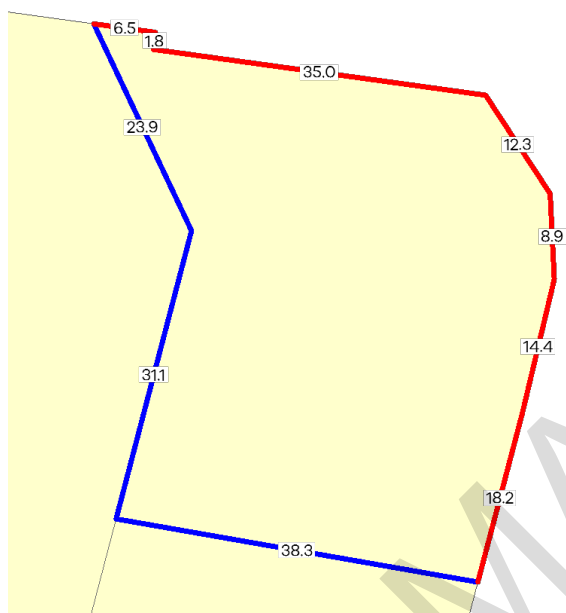
Address: **5/21 PLENTY ROAD BUNDOORA 3083**  
 Lot and Plan Number: **Lot G05 PS742797**  
 Standard Parcel Identifier (SPI): **G05\PS742797**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **1099464**  
 Directory Reference: **Melway 9 J12**

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

**Note:** There are 92 properties identified for this site.  
 These can include units (or car spaces), shops, or part or whole floors of a building.  
 Dimensions for these individual properties are generally not available.

## SITE DIMENSIONS

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



**Area:** 1966 sq. m

**Perimeter:** 190 m

For this property:

- Site boundaries
- Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **BUNDOORA**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 30 May 2025 08:24 AM

## PROPERTY DETAILS

Address: **5/21 PLENTY ROAD BUNDOORA 3083**  
 Lot and Plan Number: **Lot G05 PS742797**  
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 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **1099464**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 9 J12**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **BUNDOORA**

## OTHER

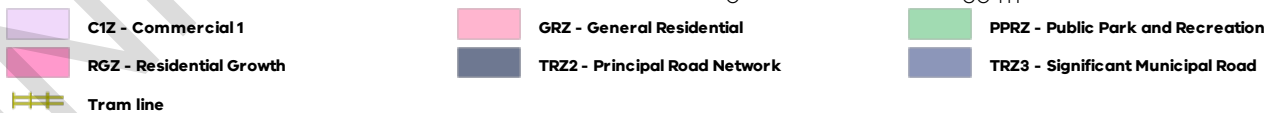
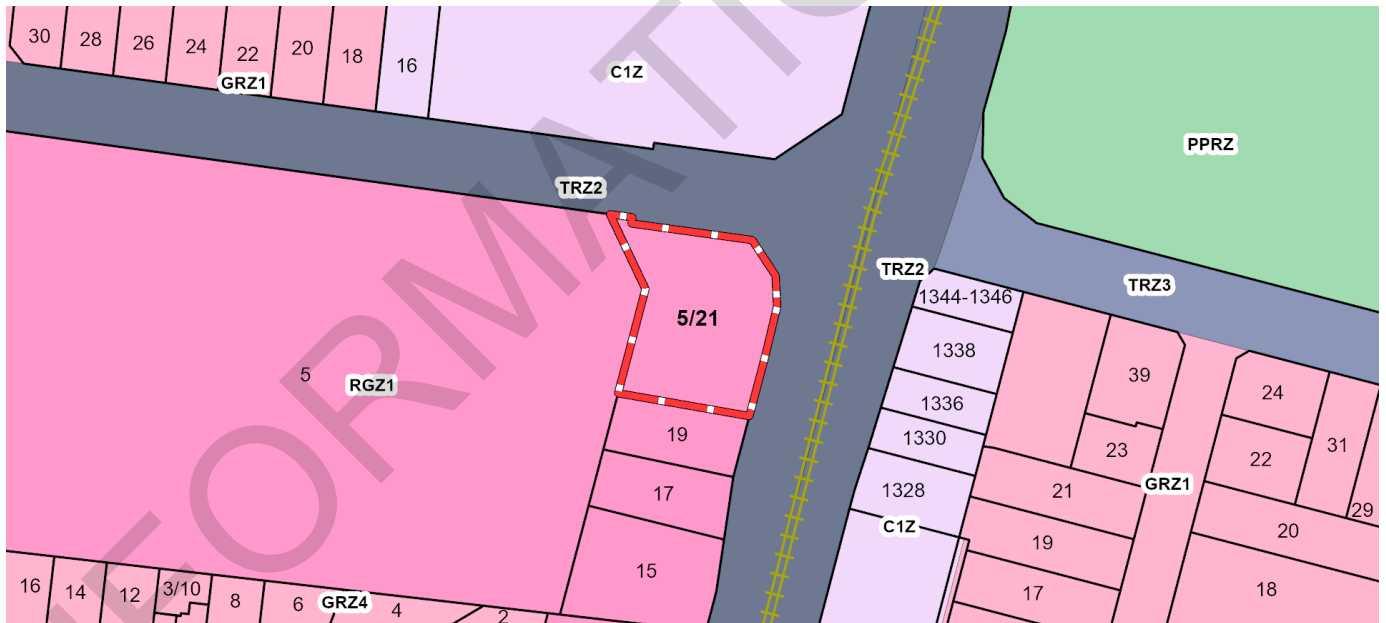
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\) \(WHITTLESEA\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\) \(WHITTLESEA\)](#)

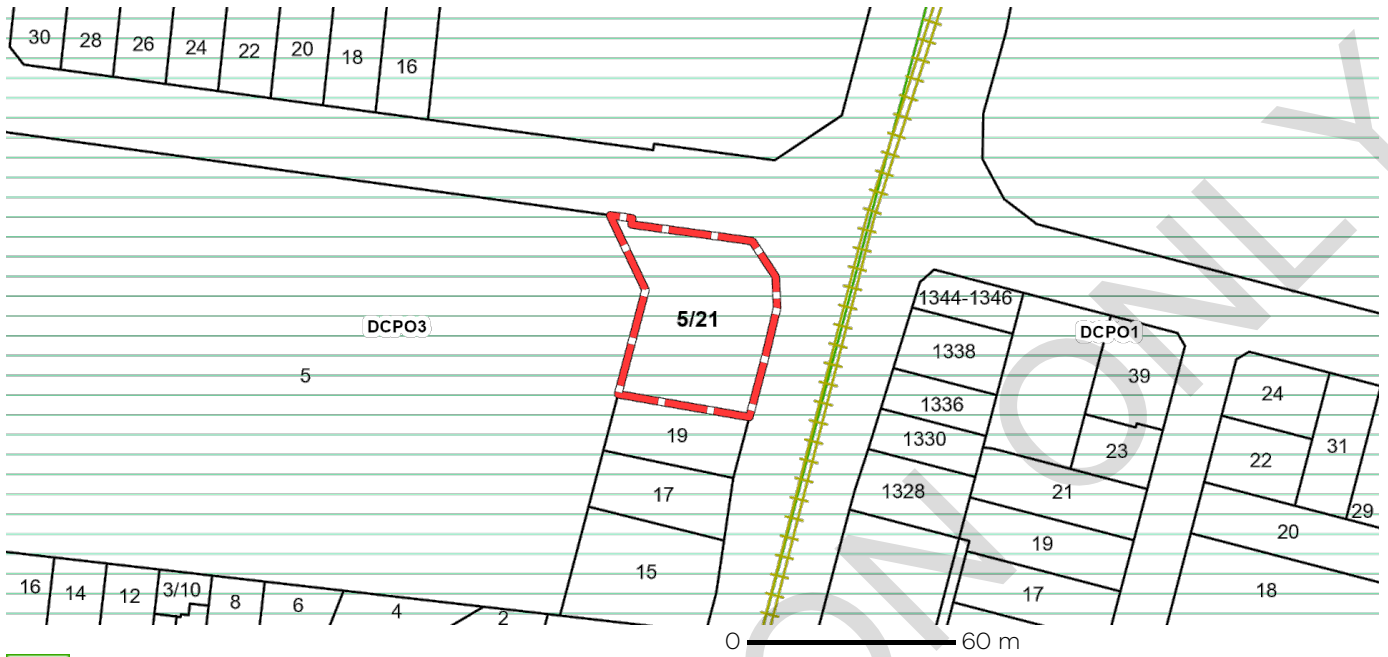


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO) (WHITTLESEA)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3) (WHITTLESEA)



DCPO - Development Contributions Plan Overlay

Tram line

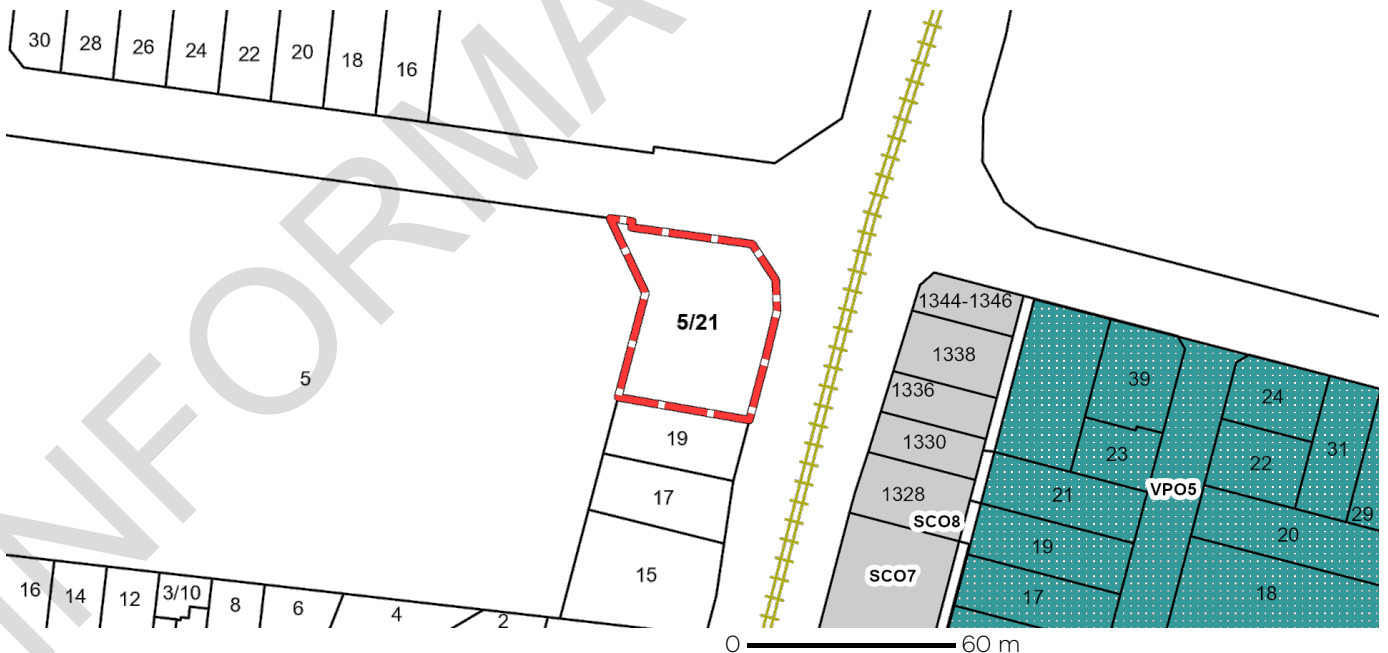
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIFIC CONTROLS OVERLAY (SCO) (BANYULE)

VEGETATION PROTECTION OVERLAY (VPO) (BANYULE)



SCO - Specific Controls Overlay

VPO - Vegetation Protection Overlay

Tram line

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

## Further Planning Information

Planning scheme data last updated on 29 May 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

DATED

2025

**JENNIFER ANN WALL**

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: Unit 5 Ground 21 Plenty Road BUNDOORA 3083**

**MELBOURNE REAL ESTATE CONVEYANCING PTY LTD**  
Licensed Conveyancer

954 High Street Reservoir Vic 3073  
Tel: 9464 6732

Ref: AJ:25/3426AJ