

# Contract of Sale of Land

Property address: 9/75 Lillimur Road, Ormond VIC 3204

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.

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

*Section 31, 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 or within 3 clear business days before or after a publicly advertised auction; 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.

### Notice to purchasers of property “off-the-plan”

*Section 9AA(1A), Sale of Land Act 1962*

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

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

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

## Signing of this contract

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

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. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*: 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 an 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  
dd/mm/yyyy

Print name(s) of person(s) signing

State nature of authority if applicable  
e.g. 'director', 'attorney under power of  
attorney'

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

Signed by the vendor

on  
dd/mm/yyyy

Print name(s) of person(s) signing

Leo John Young and Nicole Amelia Jane Young

State nature of authority if applicable  
e.g. 'director', 'attorney under power of  
attorney'

Directors

The **day of sale** is the date by which both parties have signed this contract.

# Table of Contents

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

## Particulars of sale

### Vendor's estate agent

|            |                                    |
|------------|------------------------------------|
| Name:      | Xynergy Realty                     |
| Address:   | 158 Drummond St, Oakleigh VIC 3166 |
| Telephone: | 03 9017 5881                       |
| Fax:       |                                    |
| Email:     | info.oakleigh@xynergy.com.au       |

### Vendor

|            |   |
|------------|---|
| Name(s):   | Forever Young Holdings Pty Ltd (ACN 141 558 723) ATF Forever Young Holdings |
| Address:   | 612 Warrigal Road, Malvern East VIC 3145                                    |
| Telephone: |   |
| Email:     |   |

### Vendor's legal practitioner or conveyancer

|            |                                       |
|------------|---------------------------------------|
| Name:      | Cardinia Conveyancing                 |
| Address:   | 4 Gloucester Avenue, Berwick VIC 3806 |
| Telephone: | 03 9769 8995                          |
| Fax:       |                                       |
| Email:     | contactus@cardiniaconveyancing.com.au |

## Purchaser

|            |  |
|------------|--|
| Name(s):   |  |
| Address:   |  |
| Telephone: |  |
| Email:     |  |

## Purchaser's legal practitioner or conveyancer

|            |  |
|------------|--|
| Name:      |  |
| Address:   |  |
| Telephone: |  |
| Fax:       |  |
| Email:     |  |

## Land (general conditions 7 and 13)

The land is described in the following table.

|                                |       |       |     |           |           |
|--------------------------------|-------|-------|-----|-----------|-----------|
| Certificate of Title reference |       |       |     | being lot | on plan   |
| Volume                         | 11324 | Folio | 933 | 9         | PS634983T |

or

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

|  |  |
|--|--|
| Property address<br>The address of the land                                    | 9/75 Lillimur Road, Ormond VIC 3204  |
| Goods sold with the land<br>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. |

## Payment

|                                   |  |
|-----------------------------------|--|
| Price                             |  |
| Deposit                           |  |
| by<br>dd/mm/yyyy                  |  |
| (of which [amount] has been paid) |  |
| Balance payable at settlement     |  |

## Deposit bond

General condition 15 applies only if the box is checked

## Bank guarantee

General condition 16 applies only if the box is checked

## GST (general condition 19)

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

|  |
|--|
|  |
|--|

If this is a sale of a 'farming  
business' or 'going concern' then  
add the words **'farming business'**  
or **'going concern'** in this box:

|  |
|--|
|  |
|--|

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

|  |
|--|
|  |
|--|

## Settlement (general condition 17 and 26.2)

Is due on:  
dd/mm/yyyy

|  |
|--|
|  |
|--|

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; or
- 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:

|  |
|--|
|  |
|--|

### Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box

|  |
|--|
|  |
|--|

and refer to general condition 30 and add any further provisions by way of special conditions.

### Loan (general condition 20)

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

|               |  |
|---------------|--|
| Lender        |  |
| Loan amount   |  |
| Approval date |  |

### Building report

General condition 21 applies only if the box is checked

### Pest report

General condition 22 applies only if the box is checked

### Special conditions

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

|                    |
|--------------------|
| SPECIAL CONDITIONS |
|--------------------|

# Contract of Sale of Land—Special Conditions

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

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

## 1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

## 2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

## 3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

## 4. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

## 5. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

## 6. Swimming Pool/Spa

- 6.1 In the event that the property includes a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract that the swimming pool/spa located on the property may not have fencing or safety measures that comply with the requirements of current building regulations or be registered.
- 6.2 In the event the swimming pool/spa is non-compliant, it is the Purchaser's responsibility from the day of sale to bring the swimming pool/spa in compliance with the current building regulations.
- 6.3 The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with the current building regulations, including the registration, inspections or compliance.

- 6.4 The Purchaser agrees that the Purchaser must not:-
- (a) require the Vendor to comply with any notice issued by any authority on or after the day of sale directly or indirectly related to the swimming pool/spa;
  - (b) delay settlement for any reason directly or indirectly related to the swimming pool/spa;
  - (c) seek any compensation from the Vendor for any non-compliance with current building regulations related to the swimming pool/spa; or
  - (d) terminate this Contract for any reason directly or indirectly related to or associated with the swimming pool/spa not complying with the current building regulations.

## **7. Auction (if applicable)**

The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

## **8. Amendments to General Conditions**

- 8.1 General Condition 21.2(a) is amended by inserting "structural" after "major".
- 8.2 For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- 8.3 General Condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

# Contract of Sale of Land - General Conditions

## Contract Signing

### 1 ELECTRONIC SIGNATURE

- 1.1 In this general condition “electronic signature “means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their 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 nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

## Title

### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and

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

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

## 6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

## **7. IDENTITY OF THE LAND**

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

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

## **8. SERVICES**

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

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

## **9. CONSENTS**

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

## **10. TRANSFER & DUTY**

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

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

## **11. RELEASE OF SECURITY INTEREST**

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

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

to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

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

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

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.

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

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

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

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

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

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

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

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

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

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

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

## Money

### 14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

## **15. DEPOSIT BOND**

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

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

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

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

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

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

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

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

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

## 16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

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

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

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

## 18. ELECTRONIC SETTLEMENT

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

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

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

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

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

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

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

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

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

## **25. GST WITHHOLDING**

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions

first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

# Transactional

## 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

## 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

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

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

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

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

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

## **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

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

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

## **32. BREACH**

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

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

## **Default**

### **33. INTEREST**

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

### **34. DEFAULT NOTICE**

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

### **35. DEFAULT NOT REMEDIED**

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

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

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

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

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

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

# Vendor/supplier GST withholding notice

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

**To:**

Purchaser/recipient:

**Property address:** 9/75 Lillimur Road, Ormond VIC 3204

**Lot no.:** 9                      **Plan of subdivision:** PS634983T

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

OR

~~The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) as follows in relation to the supply of the above property:~~

~~Withholding amount: \$ \_\_\_\_\_~~

~~The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: \_\_\_\_\_~~

~~Vendor/supplier ABN: \_\_\_\_\_~~

**From:** Vendor/supplier: Leo John Young and Nicole Amelia Jane Young

Directors

Forever Young Holdings Pty Ltd (ACN 141 558 723)

ATF Forever Young Holdings

## GUARANTEE and INDEMNITY

|   |  |    |            |
|---|--|----|------------|
| I/We  |  | of |            |
| And   |  | of |            |
| being the <b>Sole Director / Directors of</b> |  |    | <b>ACN</b> |

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

- a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- c) by time given to the Purchaser for any such payment performance or observance;
- d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

This  Day of  20

SIGNED SEALED AND DELIVERED by the said

|   |  |
|---|--|
| Print Name <input style="width: 300px; height: 20px;" type="text"/> | <input style="width: 300px; height: 20px;" type="text"/> |
|---|--|

In the presence of Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

|   |  |
|---|--|
| Print Name <input style="width: 300px; height: 20px;" type="text"/> | <input style="width: 300px; height: 20px;" type="text"/> |
|---|--|

In the presence of Director(Sign)

Witness

## **SCHEDULE 1**

Regulations 5, 6 and 7

### **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

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

# **SECTION 32**

# **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

|                  |   |
|------------------|---|
| <b>Vendor:</b>   | Forever Young Holdings Pty Ltd (ACN 141 558 723) ATF Forever Young Holdings |
| <b>Property:</b> | 9/75 Lillimur Road, Ormond VIC 3204   |

**VENDORS REPRESENTATIVE**

Cardinia Conveyancing  
4 Gloucester Avenue  
BERWICK VIC 3806

Tel: 03 9769 8995

Email: [contactus@cardiniaconveyancing.com.au](mailto:contactus@cardiniaconveyancing.com.au)

Ref: 25/0131

**32A FINANCIAL MATTERS**

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows-

**Their total does not exceed \$6,000**

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge save and except that land tax may apply if land value exceeds \$50,000 or a change of use occurs.

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

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

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.

The land is not land tax reform scheme land within the meaning of the CIPT Act.

**32B INSURANCE**

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable.

**32C LAND USE**

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

SECTION 32 STATEMENT  
9/75 Lillimur Road, Ormond VIC 3204

(c) ROAD ACCESS

There is access to the Property by Road.

PLANNING

The required specified information is as follows:

- |     |                               |                                |
|-----|-------------------------------|--------------------------------|
| (a) | Name of planning scheme       | Glen Eira City Planning Scheme |
| (b) | Name of responsible authority | Glen Eira City Council         |
| (c) | Zoning of the land            | General Residential Zone       |
| (d) | Name of planning overlay      | Parking Overlay                |

**32D** NOTICES

Save and except as attached, the Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

**32E** BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

**32F** OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

**32G** GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

**32H** SERVICES

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

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

The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

**32I TITLE**

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

**ATTACHMENTS**

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist

**DATE OF THIS STATEMENT**

/  /20

**Name of the Vendor**

**Leo John Young and Nicole Amelia Jane young**  
**Directors**  
**Forever Young Holdings Pty Ltd (ACN 141 558 723) ATF Forever Young Holdings**

**Signature/s of the Vendor**

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

**DATE OF THIS ACKNOWLEDGMENT**

/  /20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

# 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](http://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.

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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



GLEN EIRA CITY COUNCIL

# Rate and valuation notice 2025–2026

For the period 1 July 2025 to 30 June 2026

ABN: 65 952 882 314



Forever Young Holdings Pty Ltd  
47 King Road  
HARKAWAY VIC 3806



031  
1002504  
DLX1\_5401

## Property details

Address Flat 9 75 Lillimur Road ORMOND VIC 3204

Owner/s Forever Young Holdings Pty Ltd

|                     |                |                        |             |                  |              |
|---------------------|----------------|------------------------|-------------|------------------|--------------|
| Site Value          | \$120,000      | Capital Improved Value | \$360,000   | Net Annual Value | \$18,000     |
| Level of Value Date | 1 January 2025 | Effective Date         | 1 July 2025 | Ward             | Wattle Grove |

AVFCC 125 Strata Unit or Flat

## Details of rates and charges

### Council Rates & Charges 2025/2026

|                                     |          |
|-------------------------------------|----------|
| General Rate - NAV 18000 x 2.77815% | \$500.05 |
| Waste Charge - 120L Rate            | \$345.00 |

### Emergency Services and Volunteers Fund (ESVF)

|   |          |
|---|----------|
| Collected on behalf of Victorian Government                         |          |
| ESVF - Residential Rate: \$136.00 + \$62.25 (CIV 360000 x 0.000173) | \$198.25 |

Payments made after 23/07/2025 may not appear on notice.

**Total: \$1,043.30**

Assessment number: 751651

Issue date: 01/08/2025

Total amount: \$1,043.30

## PAYMENT OPTIONS

### OPTION 1. FOUR INSTALMENTS

|                   |          |
|-------------------|----------|
| Instalment 1      | \$260.80 |
| 30 September 2025 |          |

Instalment 1 includes any arrears outstanding.

|                  |          |
|------------------|----------|
| Instalment 2     | \$260.80 |
| 30 November 2025 |          |

|                  |          |
|------------------|----------|
| Instalment 3     | \$260.80 |
| 28 February 2026 |          |

|              |          |
|--------------|----------|
| Instalment 4 | \$260.90 |
| 31 May 2026  |          |

### OPTION 2. QUARTERLY DIRECT DEBIT

By application only quarterly deductions as per the instalment dates shown in Option 1 (or the next working day) from your nominated bank account or credit card. See [www.gleneira.vic.gov.au/services/rates](http://www.gleneira.vic.gov.au/services/rates) for further information.

### OPTION 3. MONTHLY DIRECT DEBIT

By application only 10 monthly deductions from your nominated bank account or credit card to be deducted on the first working day of the month from September to June.

### OPTION 4. PAYMENT IN FULL

Glen Eira City Council accepts payments in full by 30 September 2025.

## HOW TO PAY

[www.gleneira.vic.gov.au/how-to-pay-your-rates](http://www.gleneira.vic.gov.au/how-to-pay-your-rates)

**By mail**  
Payment by cheque or money order made out to Glen Eira City Council and mailed with this payment slip to:  
**Glen Eira City Council, PO box 42, Caulfield South, 3162.** Receipts will not be issued for mailed payments.

**In person:**  
Present this notice at Glen Eira City Council's Service Centre, Corner Glen Eira and Hawthorn Roads, Caulfield. Payments may be made by cash, cheque or EFTPOS. Cheques payable to Glen Eira City Council.

**Phone:**  
Call 1300 789 726 to pay using Mastercard or Visa 24/7.  
BPAY REF: 9334 0751 6515 4

**Billers code: 73106**  
**Ref: 9334 0751 6515 4**

**BPAY®** this payment via internet or phone banking.

**BPAY View®** — View and pay this bill using internet banking.

**BPAY View**  
**Registration No. 9334 0751 6515 4**



To have your notices emailed register at [gleneira.enotices.com.au](http://gleneira.enotices.com.au)

Reference No:  
871204138W

**Post Billpay**



\*3625 00000000000751651 64

Present this notice at any Australia Post Office. Payments may be made by cash, cheque or EFTPOS.

**Scan QR code to pay**



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



699404-001 008422(17359) D031 H1H2  
**FOREVER YOUNG HOLDINGS**  
 PO BOX 9035  
 HARKAWAY VIC 3806

*SEE 17/17  
 ROAD 22/7/25  
 SPAY MAKE A/C*

**Account number:** 22994405  
**Date due:** 22 July 2025

|                  |                          |                |                        |                  |
|------------------|--------------------------|----------------|------------------------|------------------|
| <b>Last bill</b> | <b>Payments received</b> | <b>Balance</b> | <b>Current charges</b> | <b>Total due</b> |
| \$173.00         | - \$172.90cr             | \$0.10         | + \$176.05             | \$176.15         |

### Your account breakdown

|  |  |
|--|--|
| <b>Issue date</b>                          | 03 July 2025                               |
| <b>Property</b>                            | Unit 9 75 Lillimur Road<br>ORMOND VIC 3204 |
| <b>Property reference</b>                  | 221/05389/00346                            |
| Last bill                                  | \$173.00                                   |
| Payment received                           | \$172.90cr                                 |
| Balance brought forward                    | \$0.10                                     |
| <b>Our charges (no GST)</b>                | \$122.38                                   |
| <b>Other authorities' charges (no GST)</b> | \$53.70                                    |
| <b>Total due</b>                           | \$176.15                                   |

### Your snapshot

Average daily cost **\$1.34**

**Important note:**  
 Prices have changed as of 1 July 2025. See what your bill pays for at [southeastwater.com.au/2526prices](http://southeastwater.com.au/2526prices)

### Payment options

- DD** Direct debit  
Set up payments at [southeastwater.com.au/paymybill](http://southeastwater.com.au/paymybill)
- SPAY** (Up to \$20,000)  
Biller code: 24208 Ref: 1002 2994 4000 009
- Credit card**  
Pay by Visa or MasterCard at [southeastwater.com.au/paymybill](http://southeastwater.com.au/paymybill) or call 1300 659 658.
- eft** EFT (Electronic Funds Transfer)  
BSB: 033-874 Account number: 22994405  
Account name: South East Water Corporation
- Post Billpay**  
BillpayCode: 0361 Ref: 1002 2994 4000 009  
Call 131 816 Visit: [postbillpay.com.au](http://postbillpay.com.au)  
Or visit an Australia Post store.
- Centrepay**  
Go to [servicesaustralia.gov.au/centrepay](http://servicesaustralia.gov.au/centrepay) for more information.  
Reference number: 555 050 397J

Property ref: 221/05389/00346  
 UNIT 9 75 LILLIMUR ROAD  
 ORMOND VIC 3204



\*361 100229944000009

**Total due:** \$176.15  
**Account number:** 22994405  
**Date paid:**   
**Receipt number:**

# Statement of lands for period 1 January 2025 to 31 December 2025

*✓ WJ*

Assessment number: 87110529

Level of value date: 1 January 2024

Lands owned as at midnight 31 December 2024 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax.

| Item                       | Address/Municipality                                 | Land ID/References     | Single holding tax† | Proportional tax†† | Taxable value    |
|----------------------------|--|------------------------|---------------------|--------------------|------------------|
| 1                          |  |                        |                     |                    |                  |
| 2                          | UNIT 9, 75 LILLIMUR RD,<br>ORMOND, 3204<br>GLEN EIRA | 039503053<br>9 5634983 | \$975.00            | \$468.21           | \$115,000        |
| <b>Total taxable value</b> |  |                        |                     |                    | <b>\$420,000</b> |

### Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must notify us within 60 days of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting [sro.vic.gov.au/assessment](http://sro.vic.gov.au/assessment)

### Explanation of codes (for details, go to [sro.vic.gov.au/codes](http://sro.vic.gov.au/codes))

**SINGLE HOLDING TAX** This is the amount of tax you would pay on the one property.

**PROPORTIONAL TAX** This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.

*Ref 13.6.25*

# OWNERS CORPORATION CERTIFICATE

*s 151 Owners Corporations Act 2006  
r 16 Owners Corporations Regulations 2018*

Owners Corporation (1) Plan No. PS 634983 T

**Re: VENDOR: FOREVER YOUNG HOLDINGS P/L**

**Property: Lot 9, 75 LILLIMUR ROAD ORMOND VIC 3204**

**Your Ref:**

This certificate is issued for Lot 9 known as Unit No. 9 on Plan of Subdivision Plan No 634983 the postal address of which is 9 / 75 LILLIMUR ROAD ORMOND VIC 3204

1. The current fees for the above lot are \$2597.00 per annum payable quarterly in advance and due on the First day of January, April, July and October each year.
2. The fees are paid up until 30/09/2025.
3. The total of unpaid fees or charges for the lot is: \$0.00.
4. No special fees or levies have been struck except: Nil
5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:-  
**- None to our knowledge.**
6. The Owners Corporation has the following insurance cover:

|                         |                    |
|-------------------------|--------------------|
| Name of Company:        | SCI AGENCIES       |
| No. of Policy:          | POL11101795        |
| Kind of Policy:         | RESIDENTIAL STRATA |
| Buildings Amount:       | \$5,500,000        |
| Legal Liability Amount: | \$30,000,000       |
| Buildings Covered:      | ALL                |
| Common Contents:        | \$55,000           |
| Renewal Date:           | 1/01/2026          |
7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.
8. The total funds held by the Owners Corporation are made up of:-

| <u>Fund Description</u> | <u>General Account</u>                                 |
|-------------------------|--|
| Administration Fund     | \$ 6446.13   |
| <br>                    | <br>   |
| TOTAL                   | <hr style="width: 100px; margin: 0 auto;"/> \$ 6446.13 |
9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-  
**- A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.**

10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following: - **Car Park Licence Agreement between Owners Corporation 1 PS 634983 and Lot 6. The courtyard area belonging to Lot 6 contains a grated SW pit within which is a submersible pump owned by the Owners Corporation. Lot 6 must provide access as required for the maintenance and repairs of the pit and pump, the cost of which is borne by the Owners Corporation.**  
- **Owners Corporation Management, Common Area Caretaking, ESM Maintenance**
11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-  
- **None to our knowledge.**
12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-  
- **None to our knowledge.**
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-  
- **None to our knowledge.**
14. The Owners Corporation has appointed a manager as follows:-  
Name           MBCM Strata Specialists BRIGHTON  
Address        P O Box 9137 Brighton 3186
15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

Executed pursuant to sections 10 and 11 of the Owners Corporations Act 2006 by Owners Corporation (1) Plan of Subdivision Plan No 634983.

Dated this Eighteenth day of September 2025



Joseph Ojaimi (Manager and Delegate of the Owners Corporation)  
For and on behalf of MBCM Strata Specialists BRIGHTON  
P O Box 9137 Brighton 3186  
info@brighton.mbcm.com.au

**NOTE:**

1. **Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.**
2. **Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).**

Please find attached

- (i) a copy of the Rules of the Owners Corporation.
- (ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.
- (iii) a copy of the Minutes of the last Annual General Meeting.

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.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation using the following BPAY details.



Biller Code: 96503  
Biller Reference: 232573881 14503

## **Schedule 3—Statement of advice and information for prospective purchasers and lot owners**

Regulation 17

### **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.

Owners Corporations Regulations 2018  
S.R. No. 154/2018

Schedule 3—Statement of advice and information for prospective purchasers  
and lot owners

---

**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.

---

---



## CERTIFICATE OF CURRENCY

### THE INSURED

|                        |   |
|------------------------|---|
| POLICY NUMBER          | POL11101795   |
| PDS AND POLICY WORDING | Residential Strata Product Disclosure Statement and Policy Wording <a href="#">SCI034-Policy-RS-PPW-02/2021</a><br>Supplementary Product Disclosure Statement <a href="#">SCIA-036_SPDS_RSC-10/2021</a> |
| THE INSURED SITUATION  | Owners Corporation Plan No. PS 634983<br>75 Lillimur Road, Ormond, VIC, 3204  |
| PERIOD OF INSURANCE    | Commencement Date: 4:00pm on 01/01/2025<br>Expiry Date: 4:00pm on 01/01/2026  |
| INTERMEDIARY ADDRESS   | Honan Insurance Group Pty Ltd<br>GPO Box 4747, Melbourne, VIC, 3001   |
| DATE OF ISSUE          | 17/12/2024  |

### POLICY LIMITS / SUMS INSURED

|            |                                       |  |              |
|------------|---------------------------------------|--|--------------|
| SECTION 1  | PART A                                | 1. Building                                | \$5,500,000  |
|            |                                       | Common Area Contents                       | \$55,000     |
|            |                                       | 2. Terrorism Cover under Section 1 Part A2 | Applies      |
|            | PART B                                | Loss of Rent/Temporary Accommodation       | \$825,000    |
|            | OPTIONAL COVERS                       | 1. Flood                                   | Included     |
|            |                                       | 2. Floating Floors                         | Included     |
| SECTION 2  | Liability                             |  | \$30,000,000 |
| SECTION 3  | Voluntary Workers                     |  | Included     |
| SECTION 5  | Fidelity Guarantee                    |  | \$100,000    |
| SECTION 6  | Office Bearers' Liability             |  | \$5,000,000  |
| SECTION 7  | Machinery Breakdown                   |  | Not Included |
| SECTION 8  | Catastrophe                           |  | Not Included |
| SECTION 9  | PART A                                | Government Audit Costs – Professional Fees | \$25,000     |
|            | PART B                                | Appeal Expenses                            | \$100,000    |
|            | PART C                                | Legal Defence Expenses                     | \$50,000     |
| SECTION 10 | Lot Owners' Fixtures and Improvements |  | \$300,000    |
| SECTION 11 | Loss of Lot Market Value              |  | Not Included |

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

## **Schedule 2—Model rules for an owners corporation**

Regulation 11

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

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

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

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

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **1.3 Waste disposal**

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

#### **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

Sch. 2 rule 1.4  
inserted by  
S.R. No.  
147/2021  
reg. 14.

Sch. 2 rule 1.5  
inserted by  
S.R. No.  
147/2021  
reg. 14.

the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### **1.5 Fire safety information**

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

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

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

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

## **3 Management and administration**

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

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

- (3) Subrule (2) does not apply if the concession or rebate—
- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

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

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

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

Sch. 2  
rule 4.1(7)  
inserted by  
S.R. No.  
147/2021  
reg. 15(1).

- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

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

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

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

#### **4.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5 Lots**

### **5.1 Change of use of lots**

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

#### **Example**

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

### **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2  
rule 5.2(3)  
inserted by  
S.R. No.  
147/2021  
reg. 15(2).

Sch. 2  
rule 5.2(4)  
inserted by  
S.R. No.  
147/2021  
reg. 15(2).

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

Sch. 2  
rule 5.2(5)  
inserted by  
S.R. No.  
147/2021  
reg. 15(2).

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

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

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

## **6 Behaviour of persons**

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

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

### **6.2 Noise and other nuisance control**

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2  
rule 7(5)  
amended by  
S.R. No.  
147/2021  
reg. 15(3).

Sch. 2  
rule 7(5A)  
inserted by  
S.R. No.  
147/2021  
reg. 15(4).

Sch. 2  
rule 7(6A)  
inserted by  
S.R. No.  
147/2021  
reg. 15(5).

Owners Corporations Regulations 2018  
S.R. No. 154/2018  
Schedule 2—Model rules for an owners corporation

---

Sch. 2  
rule 7(6B)  
inserted by  
S.R. No.  
147/2021  
reg. 15(5).

- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.



**OWNERS CORPORATION PLAN NO 634983T**  
**75 LILLIMUR ROAD ORMOND**

**Minutes of the Annual General Meeting of OC Plan No 634983T**  
**Held at MBCM Office 23, 328 Reserve Road Cheltenham**  
**on Tuesday 25<sup>th</sup> February 2025 at 12.30pm via Zoom**

|                                       |   |
|---------------------------------------|---|
| <b>PRESENT</b>                        | Lot 3 Matthew Reardon<br>Lot 8 Samantha Marks   |
| <b>IN ATTENDANCE</b>                  | Joseph Ojaimi for MBCM Strata Specialists Brighton,<br>managing agents to the Owners Corporation  |
| <b>ITEM 1<br/>QUORUM</b>              | As there was not a quorum present, all decisions are interim decisions.<br>These decisions only become final decisions of the Owners Corporation after<br>complying with S78 of the Owners Corporation Act 2006.<br><b>Moved Lot 3, Seconded Lot 8, 2 Yes Votes</b>   |
| <b>ITEM 2<br/>CHAIRPERSON</b>         | It was resolved that Joseph Ojaimi act as chairperson for the meeting.<br><b>Moved Lot 3, Seconded Lot 8, 2 Yes Votes</b>   |
| <b>ITEM 3<br/>MEETING<br/>RULES</b>   | It was resolved to adopt the meeting rules<br><b>Moved Lot 3, Seconded Lot 8, 2 Yes Votes</b>   |
| <b>ITEM 4<br/>APOLOGIES</b>           | Nil   |
| <b>VOTING<br/>ENTITLEMENT</b>         | All members present have full voting rights.<br><b>Moved Lot 3, Seconded Lot 8, 2 Yes Votes</b>   |
| <b>ITEM 5<br/>MINUTES</b>             | Minutes of the previous Annual General Meeting held on <b>27<sup>th</sup> February 2024</b><br>were taken as read and confirmed as a true record of the meeting.<br><b>Moved Lot 3, Seconded Lot 8, 2 Yes Votes</b>   |
| <b>ITEM 6<br/>ANNUAL<br/>ACCOUNTS</b> | It was resolved that Financial Statements as presented be adopted as a true<br>record of transactions of the Owners Corporation for the year ending 31 <sup>st</sup><br>December 2024. The Manager advised that the current bank balance was<br>\$578.65.<br><b>Moved Lot 3, Seconded Lot 8, 2 Yes Votes</b>                                    |
| <b>ITEM 6(a)<br/>INTEREST</b>         | The following text was approved by Ordinary Resolution:<br><i>"That the Owners Corporation resolves to apply Penalty Interest at the rate<br/>prescribed under the Penalty Interest Rates Act 1983 to any overdue Owners<br/>Corporation Fees and/or charges."</i><br><b>Moved Lot 3, Seconded Lot 8, 2 Yes Votes</b><br><b>MBCM TO ARRANGE</b> |



**ITEM 6(b)**

The following text was approved by Ordinary Resolution:

**ARREARS PROCESS**

- (a) *That a Fee Notice is to be issued at least 28 days prior to due date*
- (b) *That if payment is not received within one (1) month of the due date interest will be applied from that date until paid in full.*
- (c) *A courtesy reminder email will be sent one (1) month after the due date along with a copy of the Fee Notice.*
- (d) *Failure to pay then results in a Final Fee Notice being issued noting that if payment is not received within 28 days the Owners Corporation may refer the matter to VCAT for resolution.*
- (e) *That if payment is not received within one (1) month of the date of issue of the Final Fee Notice a Letter of Intent to refer the matter to VCAT within seven (7) days may be issued.*
- (f) *That an administration fee of \$55.00 will be charged to the Owner of a lot to which a "Letter of Intent" is issued*

**LEGAL ACTION**

*"That the Manager is to take all steps necessary on behalf of the Owners Corporation for recovery of outstanding levies, charges and any interest due by any member to the Owners Corporation including commencing proceedings in VCAT or any Court of competent jurisdiction. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken."*

**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**

**MBCM TO ARRANGE**

**ARREARS**

The Manager confirmed the full amount of all outstanding fees, charges and interest currently owed by Lot 7. It was resolved the Manager follow up with Lot 7 to obtain payment of outstanding arrears. The Manager will liaise with the Committee prior to commencing debt recovery process if the arrears are not paid in a timely manner.

**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**

**MBCM TO ARRANGE**

**ITEM 7  
REPORTS**

The Manager presented the MBCM Managers Report highlighting aspects of the Owners Corporations Act and outlining repairs and maintenance carried out during the last financial year. Committee members advised they had not formally met during the last financial year, and there was no formal written report regarding the Committee activities during the last financial year. There were no other reports to present.

**ITEM 8  
ELECTION OF  
COMMITTEE**

It was resolved to form a Committee with all powers and functions of the Owners Corporation in accordance with S11 Owners Corporation Act 2006. The Committee is composed of Marie Birkenleigh (Chairperson), Matthew Reardon and Samantha Marks (Secretary).

**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**

**MBCM TO ARRANGE**



**ITEM 9**  
**OC RULES**

The Manager discussed the Model Rules as per the Owners Corporations Regulations 2018 Schedule 2, including 2021 amendments. The Manager further advised that a lot owner must ensure that the occupier of a lot has a copy of the rules of the Owners Corporation as per S136 Owners Corporations Act 2006  
**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**

**ITEM 10**  
**INSURANCE**

The Manager advised that they are licensed with ASIC as an authorised representative of CHU Underwriting Agencies Pty Ltd and Honan Insurance Group Pty Ltd. The Manager is licensed to provide factual and general advice only. Honan Insurance Group Pty Ltd are brokers for insurers which include SUU Agency Pty Ltd, Allianz Australia Insurance Ltd, Axis Underwriting Services Pty Ltd, Longitude Insurance Pty Ltd and Queensland Underwriting Solutions Pty Ltd.

The Manager is required to obtain clear instructions from members for the renewal of the insurance. The Manager advised that an insurance valuation should be obtained if the Owners Corporation is not certain of the level of cover required. Financial Services Guides and Product Disclosure Statements were presented to all owners.

It was resolved that an insurance valuation was not required. Cover is provided by SCI Agencies Pty Ltd. It was resolved that the Manager was to arrange alternative insurance quotations (based on the Valuation update) along with the renewal invitation from the existing insurer and forward to the Committee to provide instructions. It was further resolved that the Manager renew the policy according to the instructions received from the Committee.

**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**  
**MBCM TO ARRANGE**

**INSURANCE EXCESS**

*"The Owners Corporation resolves the insured party (the Owners Corporation) pay the excess for insurance claims affecting more than one lot or a common property claim. Where a lot owner derives the exclusive benefit of a claim within their lot and the claim is made as a result of an event within that lot, the respective lot owner must pay the excess. If a claim is made on or within private property for damage caused by Owners Corporation Common Property, the Owners Corporation will pay the excess"*

**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**  
**MBCM TO ARRANGE**

**Please note that public liability within the lot and owners' contents such as carpet and light fittings are not covered under the Owners' Corporation insurance policy. Separate contents cover should be taken by owner occupiers or landlords cover for absentee owners to cover such items. Owners are reminded to check their smoke detectors regularly and of their obligation to notify the insurer of any mortgagee interest in their unit.**

**ITEM 11**  
**BUDGET**

Members resolved NOT to adopt the budget as presented. Discussion took place regarding the adequacy of the allowance for future repairs and maintenance. Members resolved to increase the budget total to \$33,000. Fees are payable quarterly and are due on 1<sup>st</sup> January 1<sup>st</sup> April 1<sup>st</sup> July and 1<sup>st</sup> October. It was further resolved the new budget commence from 1<sup>st</sup> April 2025.

**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**



**MAINTENANCE FUND** Discussion took place regarding establishing a Maintenance Fund for the owners to contribute towards saving for future repairs/maintenance that will be required in future due to the age of the building. Members resolved to add this as an agenda item to be discussed at the next AGM in February 2026.  
**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**

The Manager reminded members of the need to maintain sufficient funds in their account to cover possible emergency repairs as well as regular maintenance. Any items of major expenditure or any shortfall in funds will require the raising of a special levy.

Legal action can also be initiated where the Owners Corporation fees fall into arrears. The costs of the legal fees that accrue in pursuit of outstanding contributions are also payable by the unit owner involved and not the Owners Corporation.

**APPOINTMENT OF MANAGER** MBCM Strata Specialists Brighton was reappointed as Manager, at the management fee as detailed in the budget, under the terms as stated in the Strata Community Australia (Vic) Contract of Appointment.  
**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**

**ITEM 12 MAINTENANCE WATER INGRESS** Samantha advised there was evidence of water ingress in the basement in the same area as the previous water ingress incident with the overflowing stormwater pipe. Samantha will monitor this area when the next rain event occurs and report back to the Committee and Manager.  
**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**

**LIGHTING** There is a flickering light in the ground floor entrance area, it was resolved the Manager arrange the caretaker to replace the globe when they are next scheduled to service the property.  
**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**  
**MBCM TO ARRANGE**

**ITEM 13 OH&S** OBLIGATIONS: MBCM Strata Specialists advises all members that the Owners Corporation has obligations under the Occupational Health & Safety Act 2004 and Occupational Health & Safety Regulations 2017. All Common Property is deemed to be a "workplace" and must comply fully with the requirements of the Act and any revisions or Codes of Practice.

The Owners Corporation also has responsibility to ensure that all contractors are suitably qualified in their area of work, are aware of OH&S Policy & Procedures, provide full details or proof of relevant insurances, complete a Safe Working Agreement or Job Safety Analysis where required. MBCM Strata Specialists can attend to these matters on behalf of the Owners Corporation.

PENALTIES: Members are advised that failure to comply with OH&S obligations are considered Criminal, not Civil, acts and may carry penalties up to \$3,000,000 for a corporation and \$600,000 for individual members and imprisonment for up to 5 years.



The Manager advised the meeting that to comply with the Essential Service Regulations (ESR) and Occupational Health and Safety (OH&S) requirements, it is the responsibility of owners to ensure any items of maintenance that are required to the common property are reported as soon as possible to enable rectification work to be undertaken.

This includes trip hazards on paths of access and egress, oil spills or slippery surfaces and also items that are not adequately supported such as leaning fences or dislodged windows or guttering.

The Manager then discussed the need for an audit. The Manager advised members that an annual OH&S inspection should be obtained to identify any potential hazard on the common property for further attention. After discussion members resolved NOT to obtain an Occupational Health & Safety Inspection contrary to advice by the Manager.

Members advised that there were no hazards currently at the property. Members agreed to continue the process of making regular inspections of the common property themselves and advise the Manager of any possible hazards that require rectification or repair.

**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**  
**MBCM TO ARRANGE**

**ESSENTIAL  
SAFETY  
MEASURES**

The Manager tabled the Link Fire documents which included the AESM Report which had been signed off 6<sup>th</sup> February 2024. These annual reports are available for viewing online via the MBCM Brighton website.

**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**  
**MBCM TO ARRANGE**

**Owners are reminded they must notify the Owners Corporation regarding any penetrations within their lot. Owners must also check individual fire doors, smoke alarms and air conditioners within the lot. The Owners Corporation must be notified of any changes to relevant notices or additional occupancy permits.**

**SUMP PUMPS &  
PITS**

The Manager confirmed that an annual full service and audit was carried out on the basement sump pumps and pits in November 2024. All silt and debris were removed from the pits and the pumps were found to be in working order. Further basic maintenance of pits and pump stations was carried out on 14<sup>th</sup> May 2024.



**ITEM 14**  
**GENERAL**  
**BUSINESS**

In accordance with Owners Corporations Act Amendments & Regulations 1<sup>st</sup> December 2021, members considered and then passed the following standing resolutions:

**(a) PROCUREMENT**

*"The Owners Corporation resolves to accept the procurement practices adopted by MBCM Strata Specialists Brighton as being acceptable practices to ensure that goods and services are procured at competitive prices and terms."*

**(b) OWNERS CORPORATION RESOLUTIONS**

*"The owners Corporation resolves that the courtyard area belonging to Lot 6 contains a grated SW pit within which has a submersible pump owned by the Owners Corporation. Lot 6 must provide access as required for the maintenance and repairs of the pit and pump, the cost of which is borne by the Owners Corporation."*

**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**  
**MBCM TO ARRANGE**

**ITEM 15**  
**VENUE FOR**  
**NEXT MEETING**

The next meeting will be held via Zoom at 12.30pm in late February 2026.

**Moved Lot 3, Seconded Lot 8, 2 Yes Votes**  
**MBCM TO ARRANGE**

**THERE BEING NO FURTHER BUSINESS**  
**THE MEETING CLOSED AT 1.45PM**



NOTICE OF INTERIM RESOLUTIONS  
OC PLAN NO 634983T

To The Lot Owner

Attached are the minutes of the meeting dated **25<sup>th</sup> February 2025**.

NOTICE OF INTERIM RESOLUTIONS:

As there was no quorum, then all decisions at the meeting held on **25<sup>th</sup> February 2025** are 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 29 days of the interim decision or if the decisions are confirmed at a later meeting.

If you disagree with the result of the interim decision, you must petition the chairperson/secretary/manager to call another meeting within 29 days of the meeting.

You may wish to contact your manager:

Joseph Ojaimi

MBCM Brighton  
PO Box 9137  
Brighton Vic 3186

**S78. Can a general meeting proceed even without a quorum?**

- (1) Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (1A) Subject to subsections (1B) and (1C), the manager of an owners corporation may pass an interim resolution at a general meeting of the owners corporation if no lot owner is present (whether in person or by proxy) at the meeting.
- (1B) The manager must not pass an interim resolution under subsection (1) that—
  - (a) affects the contract of appointment of the manager; or
  - (b) involves an amount that is greater than 10% of the annual budget of the owners corporation; or
  - (c) if the annual budget has not been set for the relevant year, involves an amount that is greater than 10% of the annual budget of the owners corporation for the previous year.
- (1C) An owners corporation, by ordinary resolution, may exclude or alter the power of the manager to make an interim resolution under subsection (1A).
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of sub-section (4).
- (4) Interim resolutions become resolutions of the owners corporation—
  - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
  - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
  - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

- (5) An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.



**MBCM | STRATA SPECIALISTS**  
HELPING STRATA COMMUNITIES THRIVE

JC & CO Holdings Pty Ltd trading as  
ABN: 37 674 414 432  
P O Box 9137 Brighton VIC 3186  
Phone: (03) 9555 4400 Email: info@brighton.mbcm.com.au

**BRIGHTON**

**OWNERS CORPORATION FEE NOTICE**

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

Date of Notice: 02/06/2025  
INVOICE: No. 634983190206251

**TO The Lot Owner/s:**

FOREVER YOUNG HOLDINGS P/L  
PO BOX 9035  
HARKAWAY VIC 3806

**FROM:**  
Plan No: PS634983 T OC 1  
ABN: 35 282 716 426  
Lot No: 9  
9 / 75 LILLIMUR ROAD  
ORMOND VIC 3204

The following Fees/Charges are due. (All amounts listed include GST unless otherwise specified).  
Payment is due within 28 days of the date of this Notice or by the due date specified below.

| Date Due          | Description of Fees/Charges/Interest/Arrears | Amount   | Arrears | GST    | Credit | Total Due       |
|-------------------|--|----------|---------|--------|--------|-----------------|
| 01/07/2025        | OC Admin Fees (01/07/2025 - 30/09/2025)      | \$649.25 | \$0.00  | \$0.00 | \$0.00 | \$649.25        |
| <b>Total Due:</b> |  |          |         |        |        | <b>\$649.25</b> |

*See 16/6  
Paid 17/25  
BPM  
Mia A/C*

Interest will be charged on any overdue fees/charges at an annual rate of 10.0%. You must pay the overdue fees, charges and interest immediately.  
The rate of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (Vic).  
The rate is subject to change.

Payment Details - Payment Methods (How and where to pay), see below and over page



**DEFT Reference Number**  
232573881 14503

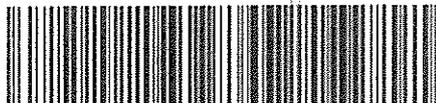
Pay by credit card at [www.deft.com.au](http://www.deft.com.au)

Please turn over for further payment methods and instructions.

**BPAY**

Bill Code: 96503  
Bill Reference: 232573881 14503

**AMOUNT DUE \$ 649.25**



\*496 232573881 14503

PLEASE NOTE: AUSTRALIA POST NO LONGER ACCEPT CASH PAYMENTS IN STORE ONLY ACCEPT CHEQUE OR EFTPOS

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

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

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

VOLUME 11324 FOLIO 933

Security no : 124127529011N  
Produced 27/08/2025 01:19 PM

LAND DESCRIPTION

Lot 9 on Plan of Subdivision 634983T.  
PARENT TITLE Volume 10741 Folio 841  
Created by instrument PS634983T 03/01/2012

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

FOREVER YOUNG HOLDINGS PTY LTD of 612 WARRIGAL ROAD EAST MALVERN VIC 3145  
AJ502462M 21/02/2012

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS634983T 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: FLAT 9 75 LILLIMUR ROAD ORMOND VIC 3204

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS634983T

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by Triconvey2 (Reseller) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report (Premium)

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 08/09/2025 03:52:26 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS634983T**

The land in PS634983T is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 11.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

MELBOURNE BODY CORPORATE MANAGEMENT BRIGHTON OFFICE 23 328 RESERVE ROAD CHELTENHAM VIC 3192

AL854438A 01/05/2015

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. AK413751R 21/06/2013

### Additional Owners Corporation Information:

OC013008L 03/01/2012

### Notations:

NIL

### Entitlement and Liability:

| Land Parcel       | Folio References | Entitlement | Liability |
|-------------------|------------------|-------------|-----------|
| Common Property 1 | 11324/936        | 0           | 0         |
| Lot 1             | 11324/925        | 49          | 49        |
| Lot 2             | 11324/926        | 43          | 43        |
| Lot 3             | 11324/927        | 42          | 42        |
| Lot 4             | 11324/928        | 51          | 51        |
| Lot 5             | 11324/929        | 50          | 50        |
| Lot 6             | 11324/930        | 57          | 57        |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report (Premium)

Produced: 08/09/2025 03:52:26 PM

**OWNERS CORPORATION 1  
PLAN NO. PS634983T**

### Entitlement and Liability:

| Land Parcel  | Folio References | Entitlement   | Liability     |
|--------------|------------------|---------------|---------------|
| Lot 7        | 11324/931        | 38            | 38            |
| Lot 8        | 11324/932        | 48            | 48            |
| Lot 9        | 11324/933        | 41            | 41            |
| Lot 10       | 11324/934        | 47            | 47            |
| Lot 11       | 11324/935        | 55            | 55            |
| <b>Total</b> |                  | <b>521.00</b> | <b>521.00</b> |

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

Statement End.

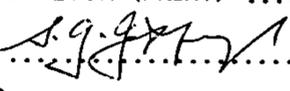
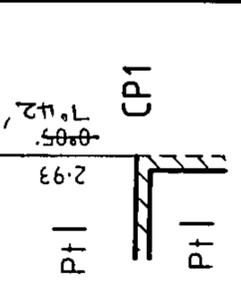
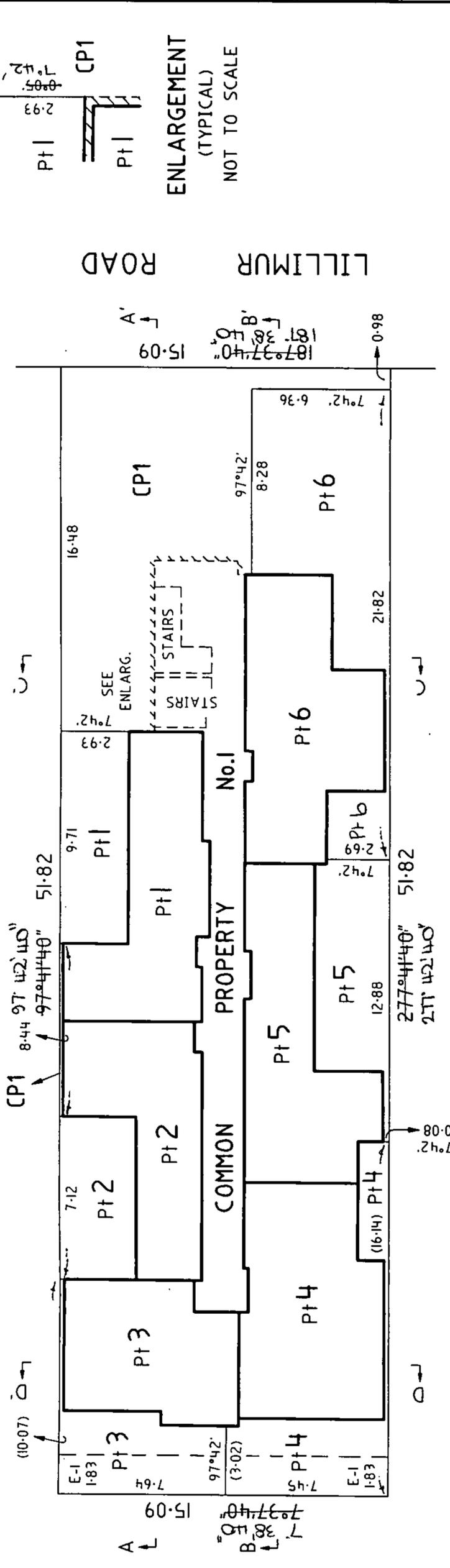
|   |                     |  |                  |  |
|---|---------------------|--|------------------|--|
| <b>PLAN OF SUBDIVISION</b>  |                     | STAGE No.<br><hr/>   | <b>EDITION 1</b> | <b>PS634983T</b><br>19/12/2011 \$2,117.20 PS<br>                            |
| <b>Location of Land</b><br>Parish: PRAHRAN<br>Township: -<br>Section: -<br>Crown Allotment: 68 (PART)<br>Crown Portion: -<br>LRS Base Record: -<br>Title Reference: VOL 10741 FOL 841<br>Last Plan Reference: LOT 6 ON LP 10694<br>Postal Address: 75 LILLIMUR ROAD,<br>(at time of subdivision) ORMOND 3204<br>MGA Co-ordinates E 327 830 Zone 55<br>(of approx. centre of land in plan) N 5 803 625 |                     | <b>Council Certification and Endorsement</b><br>Council Name: CITY OF GLEN EIRA Ref: GE/CRT-5159/2011<br>1. This plan is certified under section 6 of the Subdivision Act 1988.<br><del>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</del><br><del>Date of original certification under section 6</del> / /<br><del>3. This is a statement of compliance issued under section 21 of Subdivision Act 1988.</del><br><b>OPEN SPACE</b><br>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/ <del>has not</del> been made.<br>(ii) The requirement has been satisfied.<br><del>(iii) The requirement is to be satisfied in Stage</del> .....<br>Council Delegate <br><del>Council Seal</del><br>Date 24/11/11<br><del>Re-certified under section 11(7) of the Subdivision Act 1988.</del><br><del>Council Delegate</del><br><del>Council Seal</del><br>Date / / |                  |  |
| <b>Vesting of roads and/or Reserves</b>   |                     |  |                  |  |
| Identifier  | Council/Body/Person |  |                  |  |
| NIL   | NIL                 |  |                  |  |
| <b>OWNERS CORPORATION NOTATION</b><br>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.<br>FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.   |                     | <b>Notations</b><br>Staging: This is not a staged subdivision<br>Planning Permit No. GE/PP-24024/2011<br>Depth Limitation: DOES NOT APPLY<br>Boundaries shown by continuous thick lines are defined by buildings.<br>Location Of Boundaries Defined by Buildings.<br>Interior Face: ALL BOUNDARIES<br>Thick broken lines define projection of boundaries.<br>CP1: DENOTES COMMON PROPERTY No.1<br>ALL STRUCTURAL COLUMNS, BEAMS & DUCTS ARE CONTAINED WITHIN COMMON PROPERTY No.1 AND ARE NOT NECESSARILY SHOWN ON THIS PLAN.<br>THE COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS I - II, AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES.<br>Survey: This plan is based on survey.<br>This survey has been connected to permanent marks no(s) 327 & MMB 1536A<br>In proclaimed Survey Area No. -  |                  |  |
| <b>Easement Information</b>   |                     |  |                  | <b>LRS use only</b>  |
| <b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)  |                     |  |                  | Statement of Compliance/<br>Exemption Statement<br><br>Received <input checked="" type="checkbox"/><br><br>Date 19/12/11                                       |
| SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.   |                     |  |                  |  |
| Easement Reference  | Purpose             | Width (Metres)   | Origin           | Land Benefited/In Favour Of  |
| E-1   | DRAINAGE & SEWERAGE | 1.83   | LP 10694         | LOTS ON LP 10694   |
| E-1   | DRAINAGE            | 1.83   | THIS PLAN        | GLEN EIRA CITY COUNCIL   |
|   |                     |  |                  | <b>LRS use only</b><br>PLAN REGISTERED<br>TIME 4.09 PM<br>Date 3/01/2012<br>RHills<br>Assistant Registrar of Titles<br>SHEET 1 OF 4 SHEETS                     |
| Nilsson, Noel & Holmes (Surveyors) Pty Ltd.<br>A.C.N. 067 949 615<br>Surveyors, Engineers & Town Planners<br>8A Codrington Street, Cranbourne 3977<br>Phone (03) 5996 4133 Fax (03) 5996 6119<br>  |                     | LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS<br>SIGNATURE  DATE 16/11/2011<br>REF 8142<br>DWG No. 8142S VER 03   |                  | <br>DATE 24/11/11<br>COUNCIL DELEGATE SIGNATURE<br>Original sheet size A3 |



DIAGRAM 2

GROUND STOREY & GROUND LEVEL



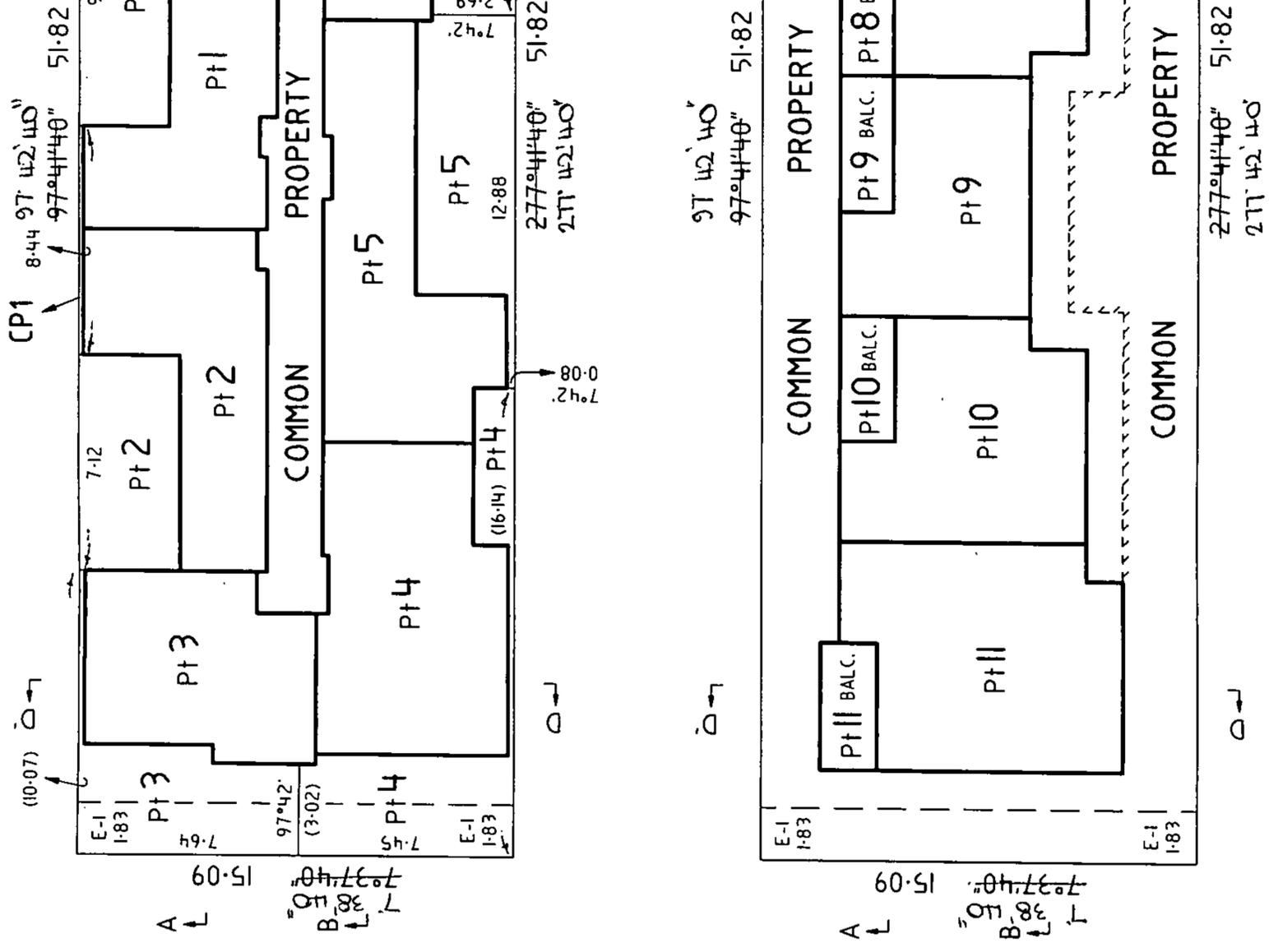
LILLIMUR ROAD

PLAN OF SUBDIVISION

Stage No. / Plan Number  
PS 634983T

DIAGRAM 3

TOPMOST STOREY



LILLIMUR ROAD

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**  
 A.C.N. 067 949 615  
 Surveyors, Engineers & Town Planners.  
 8A Codrington Street, Cranbourne 3977  
 Phone (03) 5996 4133 Fax (03) 5996 6119

ORIGINAL SCALE SHEET SIZE A3  
 1:200

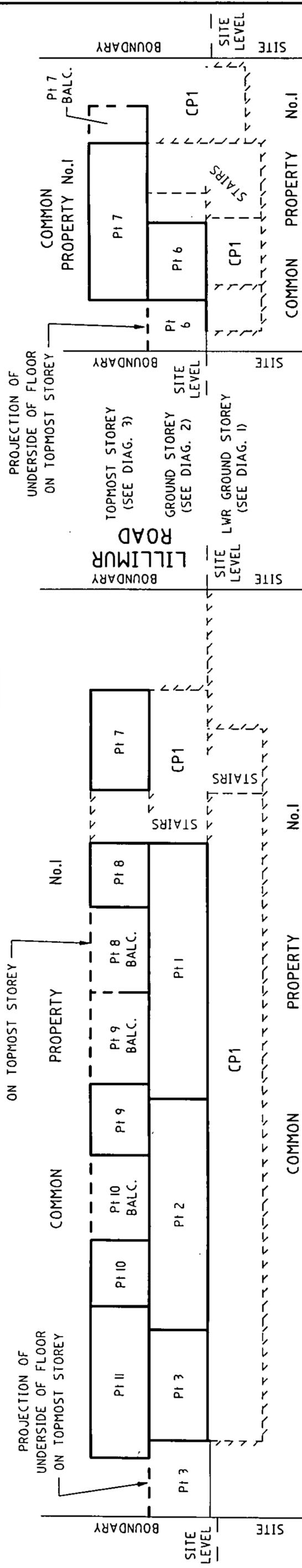
SCALE 0 2 4 6 8  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS.  
 SIGNATURE *S.G. Jeffreys* DATE 16/11/2011  
 REF 8142  
 DWG No 8142S VER 03  
 DISK No. P./8142

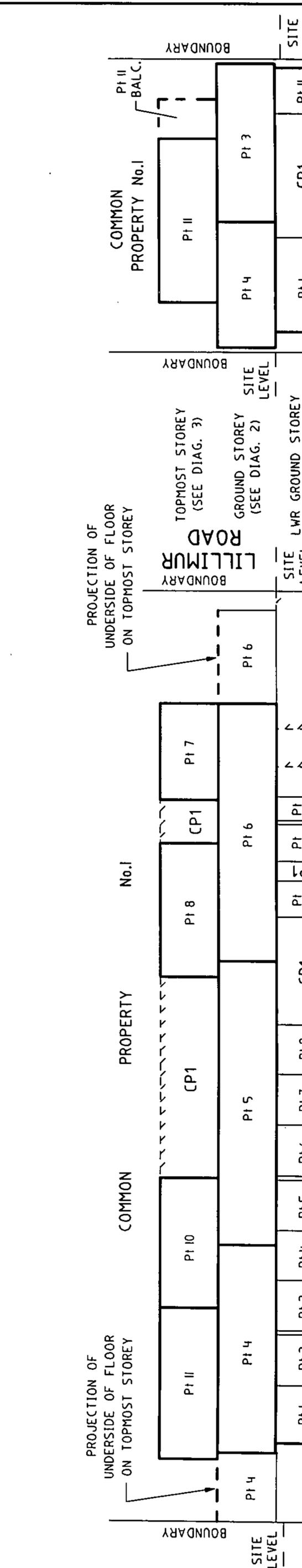
SHEET 3  
 DATE 24 / 11 / 11  
 COUNCIL DELEGATE SIGNATURE

**PLAN OF SUBDIVISION**

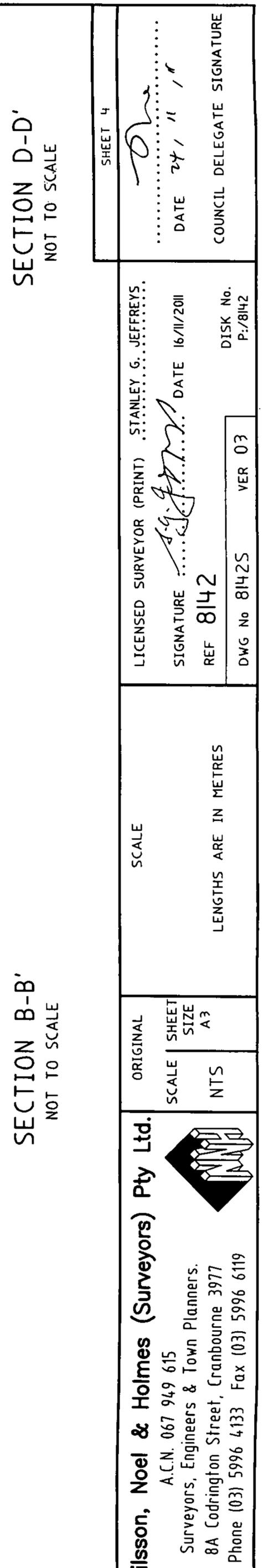
Stage No. \_\_\_\_\_ Plan Number  
**PS 634983T**



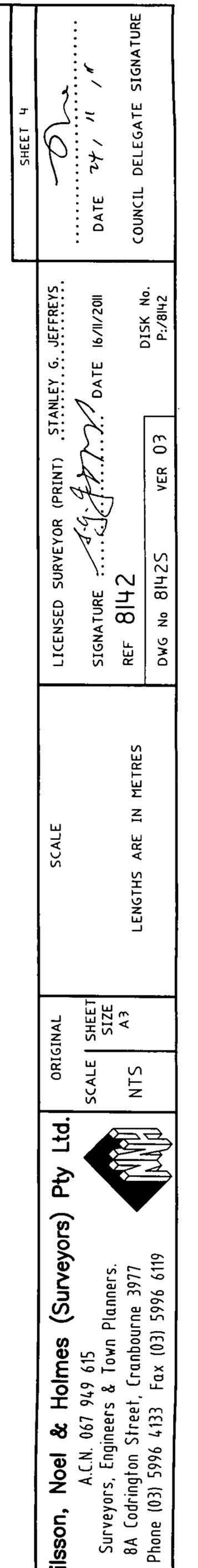
**SECTION A-A'**  
NOT TO SCALE



**SECTION B-B'**  
NOT TO SCALE

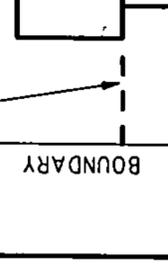


**SECTION C-C'**  
NOT TO SCALE



**SECTION D-D'**  
NOT TO SCALE

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**  
A.C.N. 067 949 615  
Surveyors, Engineers & Town Planners.  
8A Codrington Street, Cranbourne 3977  
Phone (03) 5996 4133 Fax (03) 5996 6119



ORIGINAL SCALE NTS  
SHEET SIZE A3  
SCALE LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) **STANLEY G. JEFFREYS**  
SIGNATURE *S.G. Jeffreys* DATE **16/11/2011**  
REF **8142** DWG No **8142S** VER **03**  
DISK No. P:/8142

SHEET 4  
DATE **24/11/11**  
COUNCIL DELEGATE SIGNATURE *[Signature]*



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 08/09/2025 11:55:48 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS634983T**

The land in PS634983T is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 11.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

MELBOURNE BODY CORPORATE MANAGEMENT BRIGHTON OFFICE 23 328 RESERVE ROAD CHELTENHAM VIC 3192

AL854438A 01/05/2015

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. AK413751R 21/06/2013

### Additional Owners Corporation Information:

OC013008L 03/01/2012

### Notations:

NIL

### Entitlement and Liability:

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

| Land Parcel       | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 1 | 0           | 0         |
| Lot 1             | 49          | 49        |
| Lot 2             | 43          | 43        |
| Lot 3             | 42          | 42        |
| Lot 4             | 51          | 51        |
| Lot 5             | 50          | 50        |
| Lot 6             | 57          | 57        |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 08/09/2025 11:55:48 AM

**OWNERS CORPORATION 1  
PLAN NO. PS634983T**

### Entitlement and Liability:

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

| Land Parcel  | Entitlement   | Liability     |
|--------------|---------------|---------------|
| Lot 7        | 38            | 38            |
| Lot 8        | 48            | 48            |
| Lot 9        | 41            | 41            |
| Lot 10       | 47            | 47            |
| Lot 11       | 55            | 55            |
| <b>Total</b> | <b>521.00</b> | <b>521.00</b> |

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

Statement End.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 27 August 2025 12:13 PM

## PROPERTY DETAILS

Address: **9/75 LILLIMUR ROAD ORMOND 3204**  
 Lot and Plan Number: **Lot 9 PS634983**  
 Standard Parcel Identifier (SPI): **9\PS634983**  
 Local Government Area (Council): **GLEN EIRA**  
 Council Property Number: **75165**  
 Planning Scheme: **Glen Eira**  
 Directory Reference: **Melway 68 E7**

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

[Planning Scheme - Glen Eira](#)

## UTILITIES

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

## STATE ELECTORATES

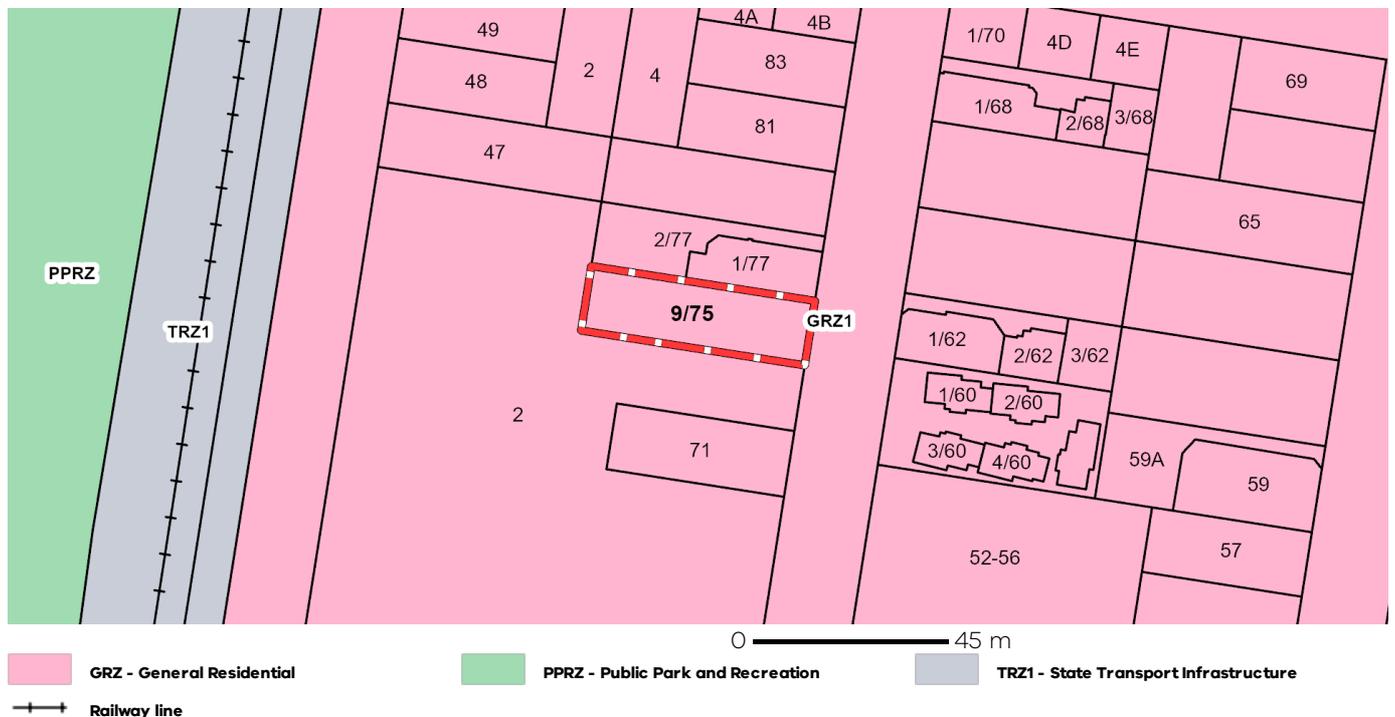
Legislative Council: **SOUTHERN METROPOLITAN**  
 Legislative Assembly: **CAULFIELD**  
 Registered Aboriginal Party: **Bunurong Land Council  
 Aboriginal Corporation**  
 Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

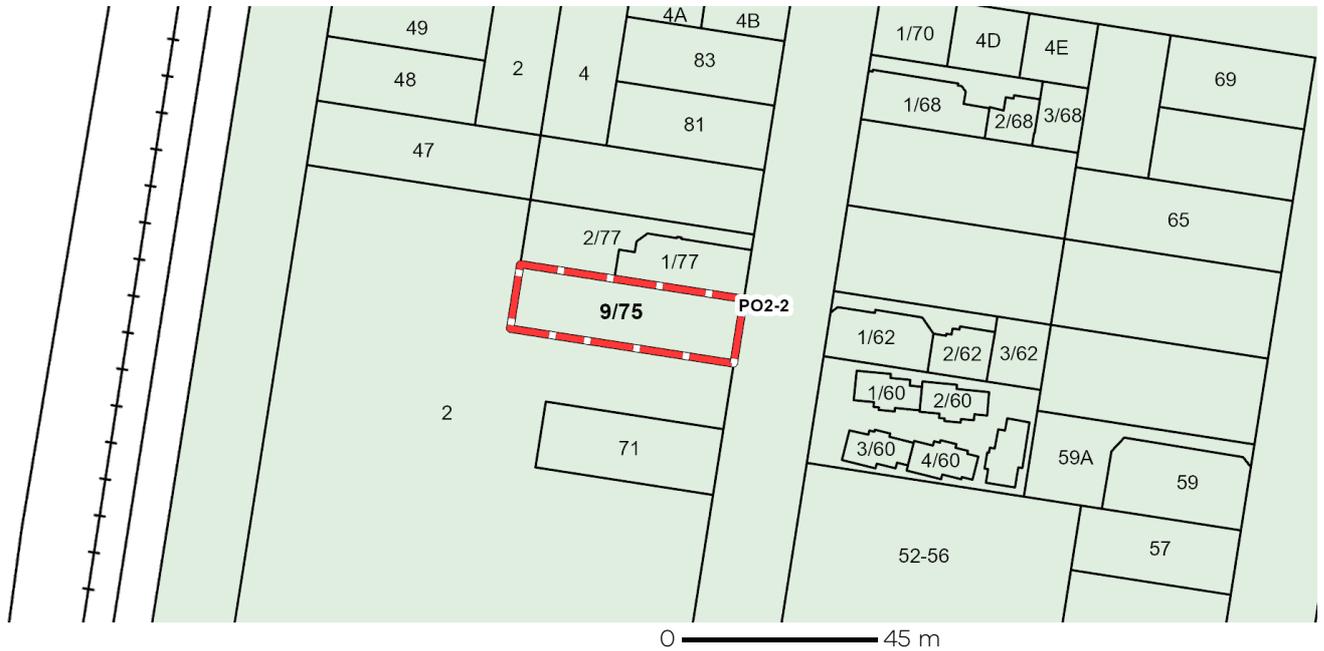


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlay

[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 2-2 SCHEDULE \(PO2-2\)](#)



 PO - Parking Overlay

 Railway 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 27 August 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>

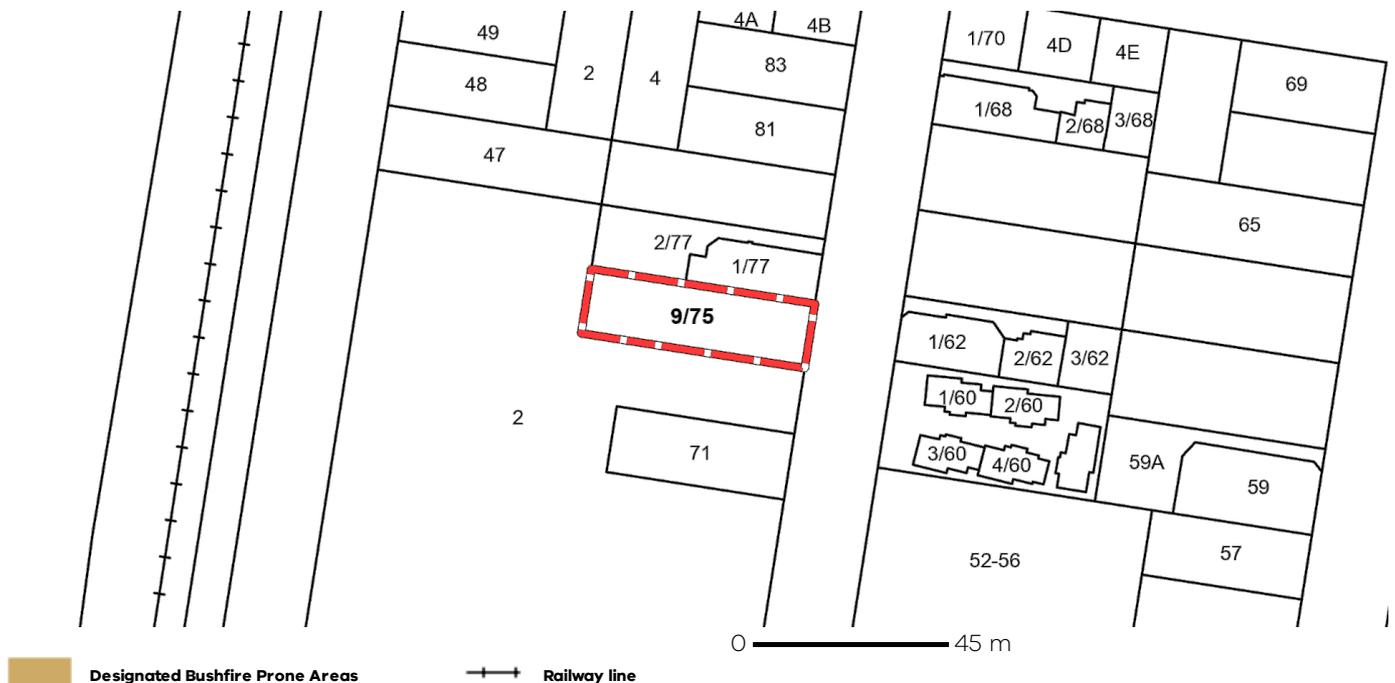
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## 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 \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)