

# Contract of Sale of Real Estate

**Property address**            **49 Snapshot Drive, Coburg North 3058**

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

The terms of this contract are contained in the -

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

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

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

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

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

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

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

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

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

**Print name(s) of person(s) signing:**            **NICHOLAS PETER SARBIN**

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

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

### IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

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

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

HARCOURTS RATA & CO  
1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766

Mob:

Fax: 03 9464 3177

Ref:

#### Vendor

**NICHOLAS PETER SARBIN**

#### Vendor's legal practitioner or conveyancer

**Melbourne Real Estate Conveyancing Pty Ltd**

954 High Street Reservoir Vic 3073

Email: julia@melbournerec.com.au

Tel: 0421 704 140

Mob:

Fax:

Ref: JK:25/3327JK

#### Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel:..... Mob: ..... Fax: ..... Ref: .....

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

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11858 Folio 244	51	724879M
Volume ..... Folio .....		

OR

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **49 Snapshot Drive, Coburg North 3058**

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

All Fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

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

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

**GST** (general condition 19)

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

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

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

**Settlement** (general condition 17)

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

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

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

**Lease** (general condition 5.1)

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

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

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

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

Loan amount

Approval date:

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

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

Passport Number .....

NO .....

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

**Special conditions**

## GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment:  No  Yes

(if yes, vendor must provide further details)

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

### GST Withholding Payment Details

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

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

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

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

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

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

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

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

# Special Conditions

## 1. Auction

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

## 2. Acceptance of title

General condition 12.4 is added:

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

## 3. Foreign resident capital gains withholding

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

#### 4. Electronic Conveyancing

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

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

#### 5. GST withholding

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

Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4 The purchaser must:

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

5.10 The vendor warrants that:

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

5.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late

payment of the amount, except to the extent that:

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

5.12 This general condition will not merge on settlement.

## 6. Interpretation.

In the interpretation of this contract where the context permits;

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

## 7. Whole Contract.

The Purchaser acknowledges and agrees that:

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

## 8. Land Identity.

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

## 9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all orders or requirements under the building regulations.
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
- 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

9.6 The Purchaser acknowledges that the Vendor makes no Representation for any permits or approvals of any improvements to the property, if any. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.6 and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind or terminate the Contract of Sale whatsoever because of special condition 9.6. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to special condition 9.6.

9.7 General Condition 12 is Deleted from this Contract.

## **10. Improvements.**

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

## **11. Planning.**

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

## **12. Restrictions.**

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

## **13. Settlement.**

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

## **14. Licence Agreement.**

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

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

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

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

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

## **17. Loans / Finance**

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

## **18. Indemnity – Estate Agent**

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

## **19. Adjustments of Outgoings**

- 19.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:
- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
- (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or
- 19.2.2 On such other basis,
- as the Vendor may reasonably direct the Purchaser on or before the settlement date.
- 19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

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

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

## 21. Vendor Statement

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

## 22. Trust

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

23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;

23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.

23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and

23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

## 23. Personal property securities register

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

## 24. Solar Panels

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

25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar panels, or otherwise.

## 25. Christmas & New Year Holiday Period

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

**GUARANTEE & INDEMNITY**

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

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

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

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

**SCHEDULE**

**Vendor:** .....

**Purchaser:** .....

**Guarantor:** .....

**Contract:** A contract dated the ..... of ..... 2025 between the vendor and the purchaser

**EXECUTED AS A DEED** on the ..... of ..... 2025

**SIGNED SEALED AND DELIVERED BY** )

**The said guarantor in the presence of:** ) .....

.....

Witness

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

## Title

### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

# Money

## 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
  - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- must not exceed 10% of the price; and
  - must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - there are no debts secured against the property; or
    - if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - by cheque drawn on an authorised deposit-taking institution; or
  - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 15. DEPOSIT BOND

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

condition 15.5 to the extent of the payment.

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

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

#### 16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

#### 17. SETTLEMENT

17.1 At settlement:

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

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

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

#### 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

## 19. GST

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

## 20. LOAN

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

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

## 21. BUILDING REPORT

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

## 25. GST WITHHOLDING

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

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

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

27.3 A document is sufficiently served:

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

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

# Due diligence checklist

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

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

## Rural properties

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

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

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

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

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

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

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

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

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

## Soil and groundwater contamination

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

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

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

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

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	49 Snapshot Drive, Coburg North 3058
-------------	--------------------------------------

<b>Vendor's name</b>	NICHOLAS PETER SARBIN	<b>Date</b> / /
----------------------	-----------------------	--------------------

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

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

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

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

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

# 1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$10,000.00

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

	To	
--	----	--

Other particulars (including dates and times of payments):

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

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

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

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

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

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

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

If any are contained in the attached certificates and/or statements.

**4.2. Agricultural Chemicals**

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

Not Applicable.

**4.3. Compulsory Acquisition**

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

Not Applicable.

**5 BUILDING PERMITS**

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

Not Applicable.

**6 OWNERS CORPORATION**

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

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

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

Not Applicable.

## 8 SERVICES

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

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

## 9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

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

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

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

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

Page 1 of 2

VOLUME 11858 FOLIO 244

Security no : 124123837914A  
Produced 22/04/2025 01:49 PM

**LAND DESCRIPTION**

Lot 51 on Plan of Subdivision 724879M.  
PARENT TITLE Volume 11856 Folio 407  
Created by instrument PS724879M Stage 2 02/03/2017

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
NICHOLAS PETER SARBIN of 49 SNAPSHOT DRIVE COBURG NORTH VIC 3058  
AT370420X 25/06/2020

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AY398862N 12/09/2024  
NORFINA LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AJ335218D 24/11/2011

AGREEMENT Section 173 Planning and Environment Act 1987  
AM349827W 24/11/2015

AGREEMENT Section 173 Planning and Environment Act 1987  
AN445161H 11/01/2017

**DIAGRAM LOCATION**

SEE PS724879M 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: 49 SNAPSHOT DRIVE COBURG NORTH VIC 3058

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 18478R FIRST LEGAL  
Effective from 12/09/2024

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

---

Page 2 of 2

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS724879M

DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet

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

Document Type	<b>Plan</b>
Document Identification	<b>PS724879M</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>22/04/2025 13:49</b>

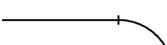
**Copyright and disclaimer notice:**

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

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

<b>PLAN OF SUBDIVISION</b>	<b>EDITION 3</b>	<b>PS 724879M</b>
----------------------------	------------------	-------------------

<p><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> JIKA JIKA</p> <p><b>TOWNSHIP:</b> -</p> <p><b>SECTION:</b> -</p> <p><b>CROWN ALLOTMENT:</b> -</p> <p><b>CROWN PORTION:</b> 148 (PART)</p> <p><b>TITLE REFERENCE:</b> VOL 11585 FOL 972</p> <p><b>LAST PLAN REFERENCE:</b> LOT PP ON PS718104L</p> <p><b>POSTAL ADDRESS:</b> SPECTRUM WAY (at time of subdivision) COBURG 3058</p> <p><b>MGA 94</b> E 321 960 <b>CO-ORDINATES:</b> N 5 822 330 (approx. centre of land in plan) <span style="float: right;">Zone: 55</span></p>	<p>Council Name: Moreland City Council</p> <p>Council Reference Number: SC/2016/80 Planning Permit Reference: SP/2016/65 SPEAR Reference Number: S079734A</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 Has not been made at Certification</p> <p>Digitally signed by: Graeme Bruce Linsell for Moreland City Council on 17/01/2017</p>
---	---

VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
<b>IDENTIFIER</b>	<b>COUNCIL/BODY/PERSON</b>	<b>STAGING</b>	This is/ <del>is not</del> a staged subdivision Planning Permit No.
ROAD R1	MORELAND CITY COUNCIL	<b>DEPTH LIMITATION</b>	<b>DOES NOT APPLY</b>
ROAD R2	MORELAND CITY COUNCIL	<b>SURVEY</b>	This plan is/ <del>is not</del> based on survey
ROAD R3	MORELAND CITY COUNCIL	This survey has been connected to permanent marks no(s) <b>59, 143 &amp; 627</b> In Proclaimed Survey Area No. -	
<p>////// DENOTES EXTERIOR FACE</p> <p>—— M —— DENOTES MEDIAN</p> <p>· · · · · DENOTES STRUCTURE (NON BOUNDARY)</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.</p>		<p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS.</p> <p>MEDIAN: BOUNDARIES MARKED 'M'</p> <p>EXTERIOR FACE OF WALL, DOOR, WINDOW: ALL OTHER BOUNDARIES</p> <p>HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALLS, FLOORS, CEILINGS, DOORS, WINDOWS &amp; BALUSTRADES (OR OTHER) IS CONTAINED IN THAT PARCEL.</p> <p>COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS</p> <p>TANGENT POINTS ARE SHOWN THUS: </p>	

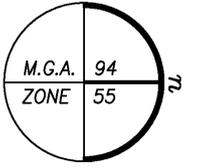
**EASEMENT INFORMATION**

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

**LEGEND:** E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance      A – Appurtenant Easement

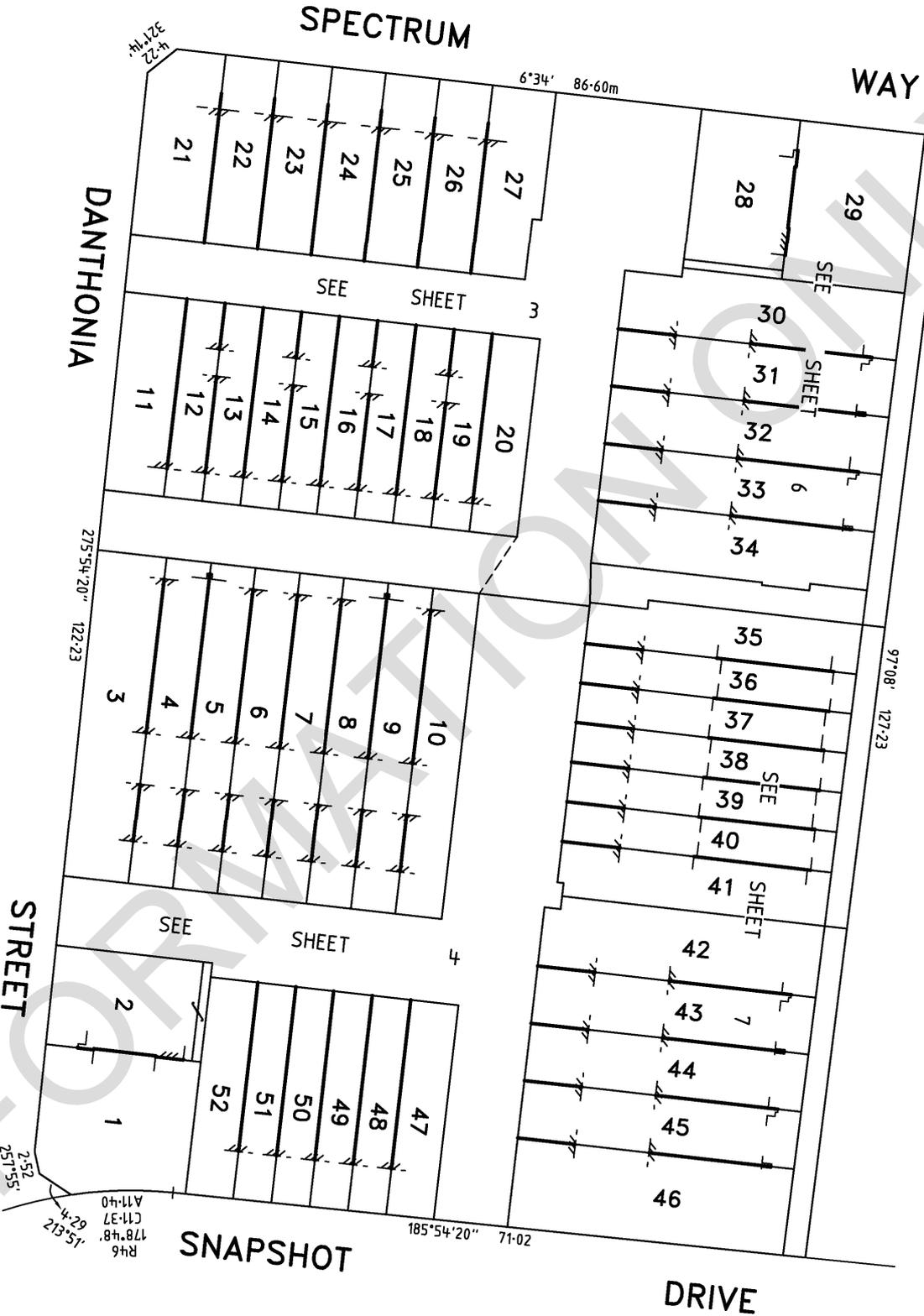
SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1 E-1	SEWERAGE SUPPLY OF WATER THROUGH UNDERGROUND PIPES	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	YARRA VALLEY WATER CORPORATION YARRA VALLEY WATER CORPORATION
E-2	SUPPLY OF WATER THROUGH UNDERGROUND PIPES	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION

<p><b>COBURG HILL – MEDIUM DENSITY</b> <b>33 LOTS AND BALANCE LOT S3</b></p> <p><b>Bosco Jonson Pty Ltd</b> A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p> 	<p>LICENSED SURVEYOR GREGORY STUART WILLIAMS</p> <p>DATE 13/12/16 REFERENCE 29795013 VERSION B DRAWING 2979501AB</p> <p>Digitally signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd), Surveyor's Plan Version (B), 14/12/2016</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 1 OF 7 SHEETS</p> <p><b>THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN</b></p>
--	--	---



**PLAN OF SUBDIVISION**

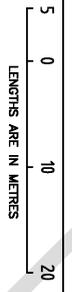
**PS 724879M**



**Bosco Jonson Pty Ltd**  
 A.B.N. 15 169 138 827  
 P.O. Box 5075, South Melbourne, Vic. 3205  
 16 Eastern Road South Melbourne  
 Vic. 3205 Australia  
 Tel (03) 9699 1400 Fax (03) 9699 5992



**COBURG HILL - MEDIUM DENSITY**  
 LICENSED SURVEYOR GREGORY STUART WILLIAMS

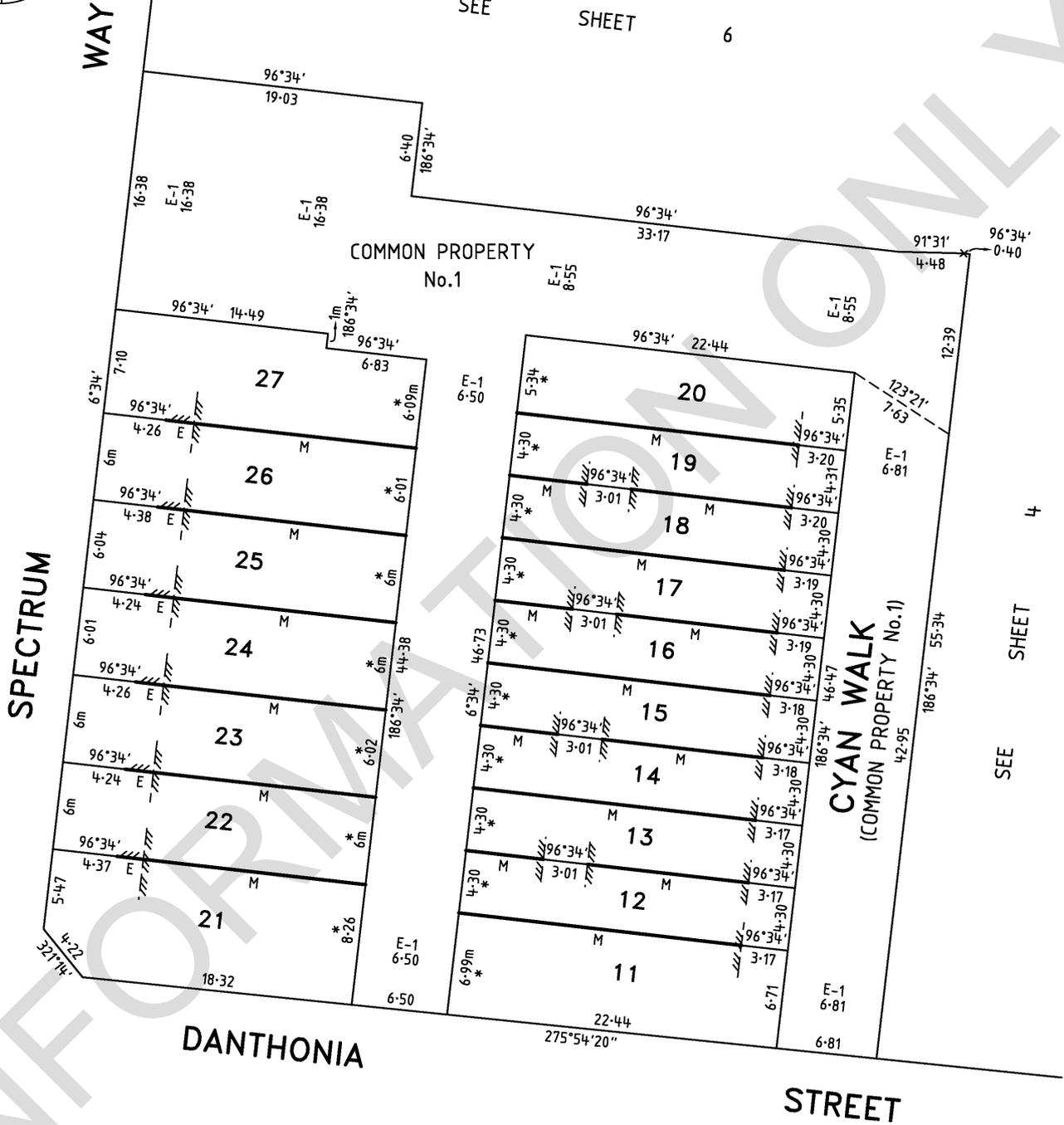
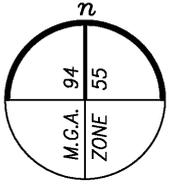


SCALE 1:500  
 ORIGINAL SHEET SIZE A3  
 SHEET 2

DATE 16/05/17 REFERENCE 29795013  
 VERSION A DRAWING 2979500CA

PLAN OF SUBDIVISION

PS 724879M

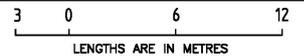


ANY DIMENSION SHOWN THUS \*8.26 THAT INTERSECTS A BOUNDARY DEFINED BY A BUILDING EXTENDS TO THE RELEVANT PARCEL BOUNDARY

COBURG HILL – MEDIUM DENSITY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:300



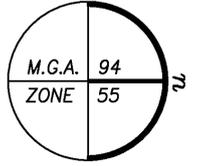
**Bosco Jonson Pty Ltd**  
 A.B.N 15 169 138 827  
 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
 Tel (03) 9699 1400 Fax (03) 9699 5992



DATE 16/05/17  
 VERSION A

REFERENCE 29795013  
 DRAWING 2979500CA

ORIGINAL SHEET SIZE A3  
 SHEET 3

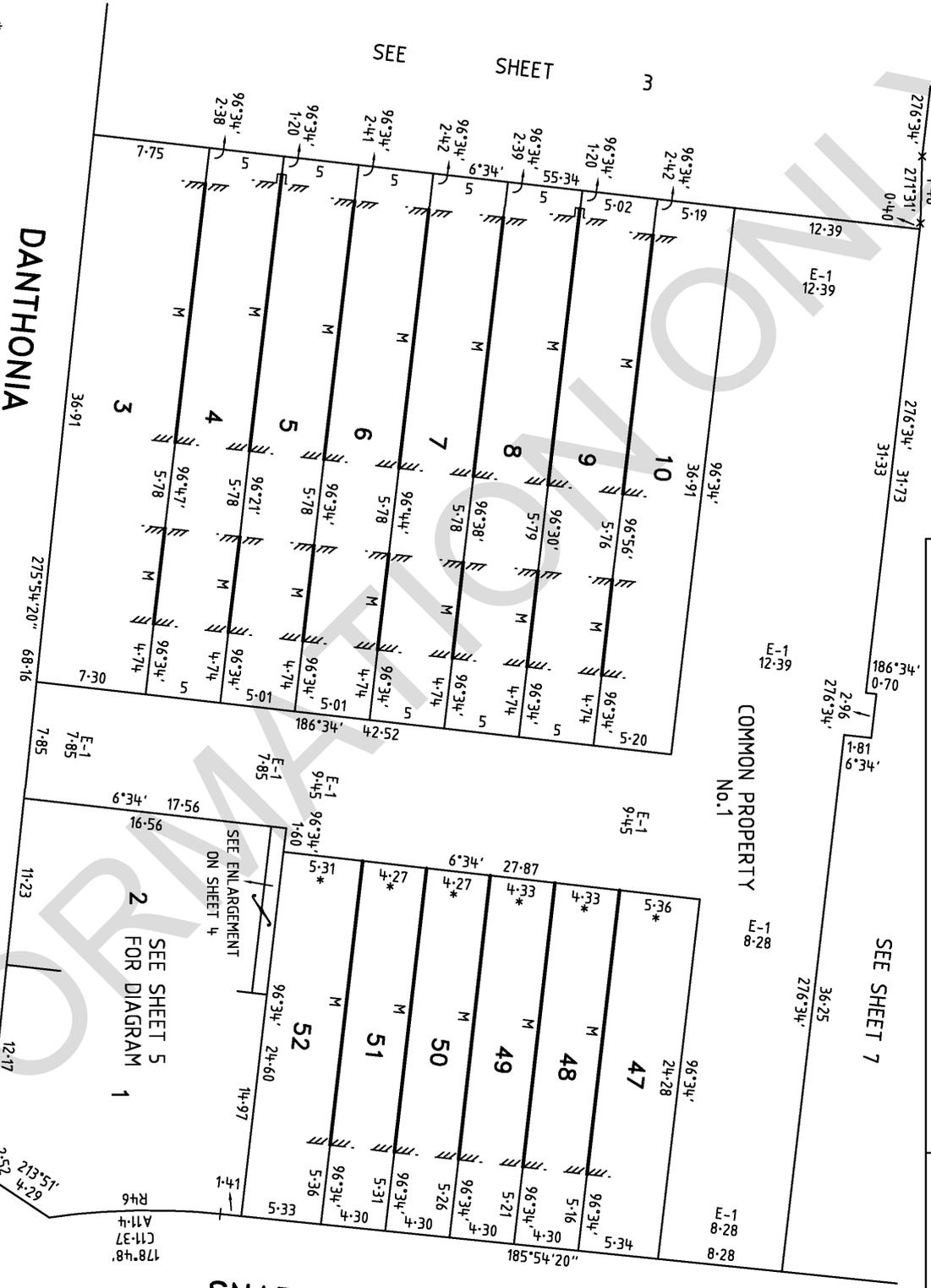


SEE SHEET 7

**PLAN OF SUBDIVISION**

**PS 724879M**

ANY DIMENSION SHOWN THUS \*8/26 THAT INTERSECTS  
A BOUNDARY DEFINED BY A BUILDING EXTENDS  
TO THE RELEVANT PARCEL BOUNDARY



SEE SHEET 3

**COBURG HILL – MEDIUM DENSITY**  
LICENSED SURVEYOR GREGORY STUART WILLIAMS



SCALE 1:300  
ORIGINAL SHEET SIZE A3  
SHEET 4

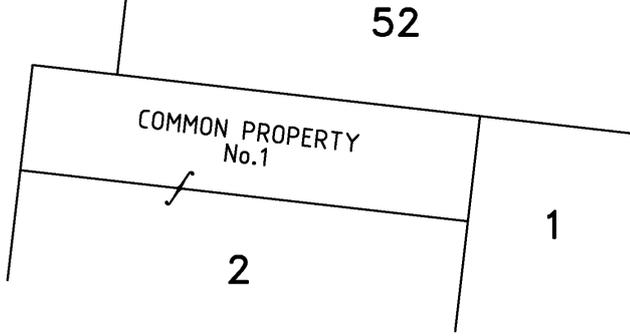
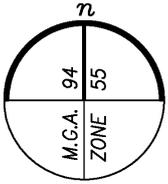
**Bosco Jonson Pty Ltd**  
A.B.N. 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic. 3205  
16 Eastern Road, South Melbourne  
Vic. 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992



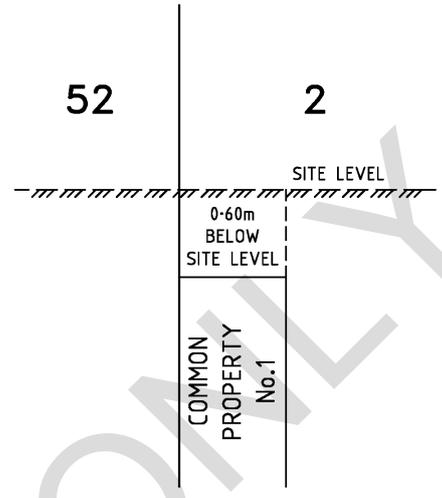
DATE 16/05/17 REFERENCE 29795013  
VERSION A DRAWING 2979500CA

**PLAN OF SUBDIVISION**

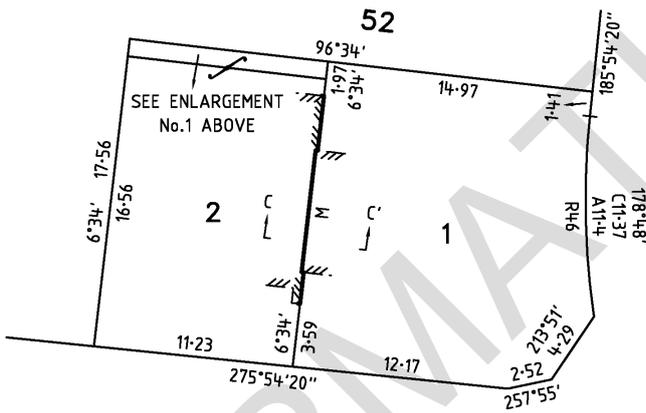
**PS 724879M**



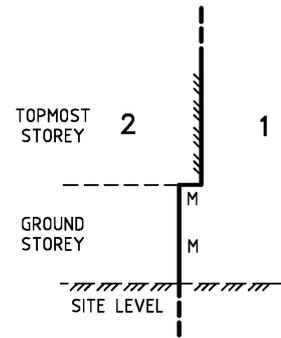
ENLARGEMENT No.1  
NOT TO SCALE



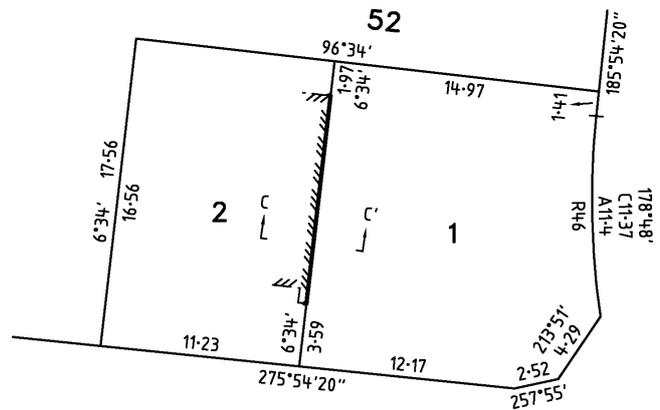
SECTION B - B'  
NOT TO SCALE



GROUND STOREY



SECTION C - C'  
NOT TO SCALE

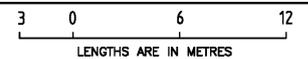


TOPMOST STOREY

**COBURG HILL - MEDIUM DENSITY**

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE  
1:300



**Bosco Jonson Pty Ltd**  
A.B.N 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992



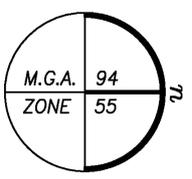
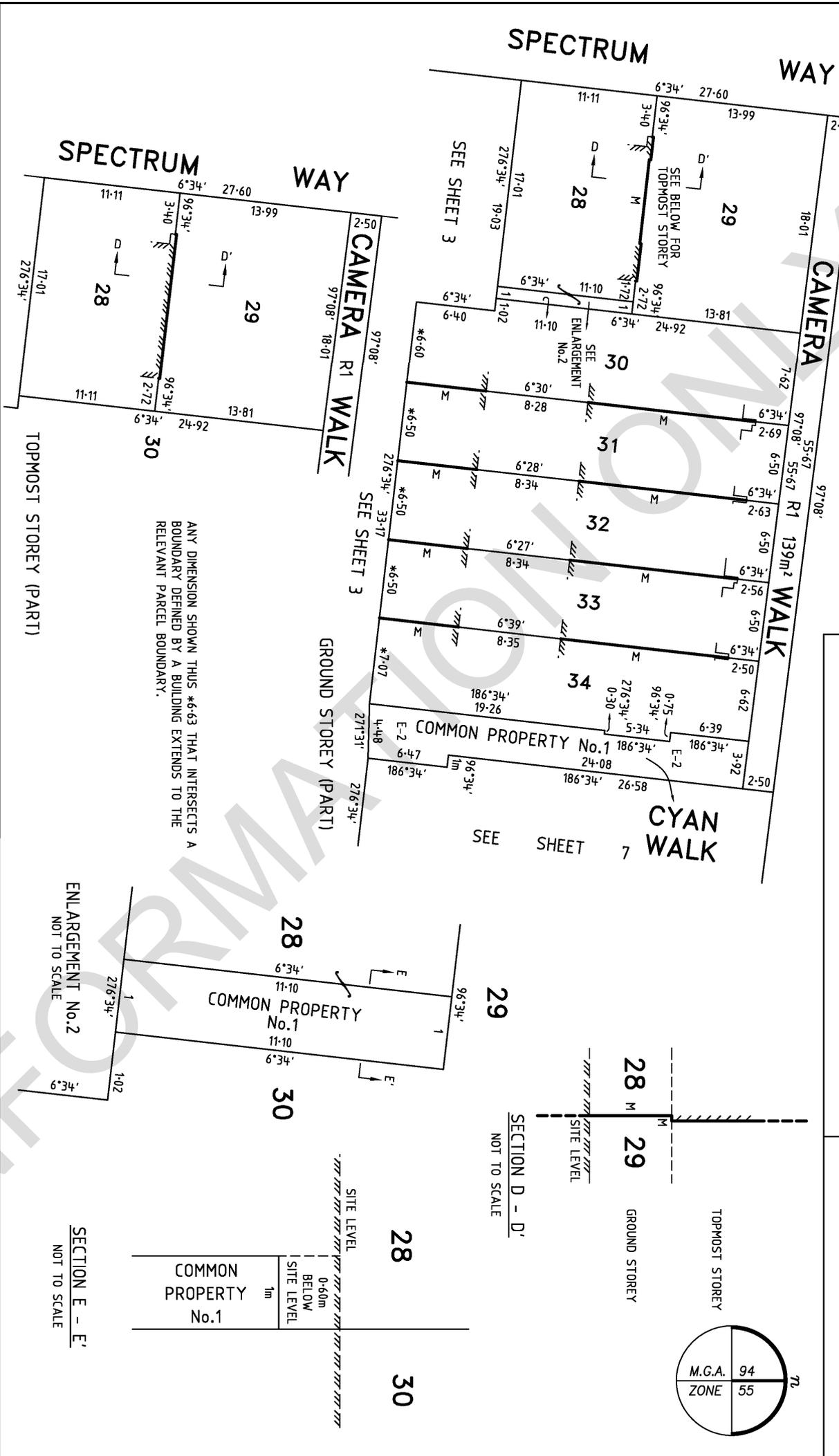
DATE 16/05/17  
VERSION A

REFERENCE 29795013  
DRAWING 2979500CA

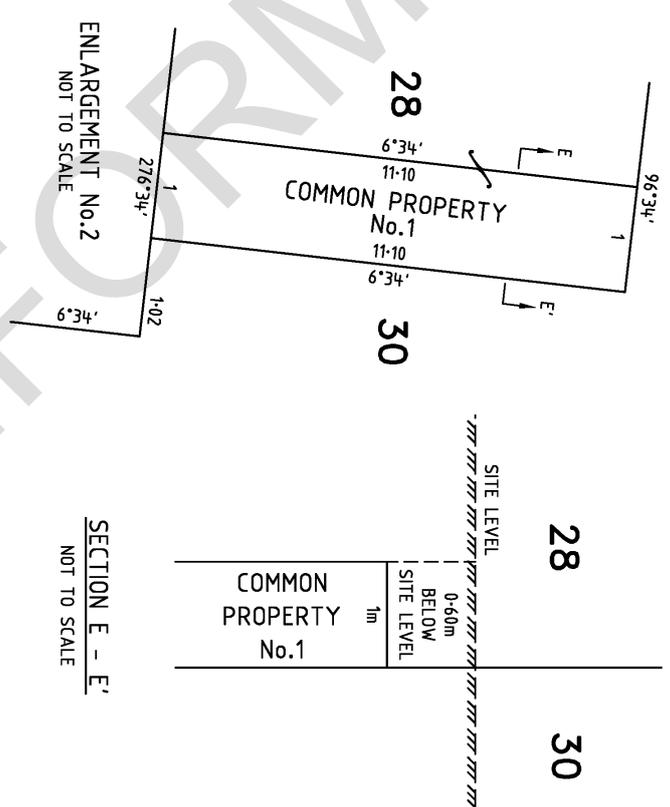
ORIGINAL SHEET SIZE A3  
SHEET 5

PLAN OF SUBDIVISION

PS 724879M



ANY DIMENSION SHOWN THUS \*6:63 THAT INTERSECTS A BOUNDARY DEFINED BY A BUILDING EXTENDS TO THE RELEVANT PARCEL BOUNDARY.



**COBURG HILL - MEDIUM DENSITY**

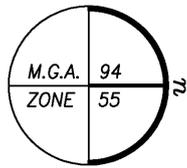


SCALE 1:300  
ORIGINAL SHEET SIZE A3  
SHEET 6

**Bosco Jonson Pty Ltd**  
A.B.N. 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic. 3205  
16 Eastern Road South Melbourne  
Vic. 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992

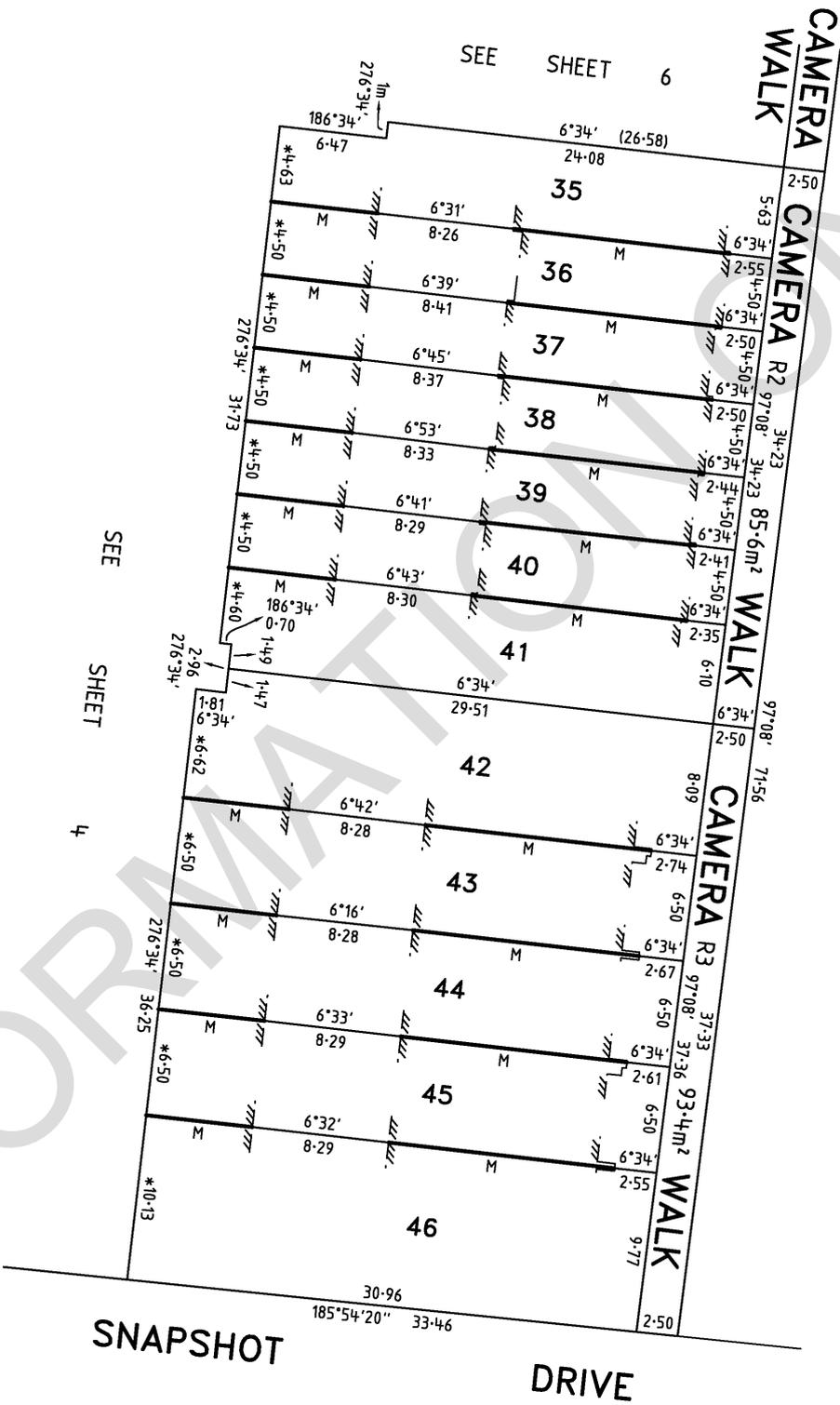


LICENSED SURVEYOR GREGORY STUART WILLIAMS  
DATE 16/05/17 REFERENCE 29795013  
VERSION A DRAWING 2979500CA



PLAN OF SUBDIVISION

PS 724879M



ANY DIMENSION SHOWN THUS \*4-64 THAT INTERSECTS A BOUNDARY DEFINED BY A BUILDING EXTENDS TO THE RELEVANT PARCEL BOUNDARY.

**Bosco Jonson Pty Ltd**  
 A.B.N 15 169 138 827  
 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
 Tel (03) 9699 1400 Fax (03) 9699 5992



COBURG HILL – MEDIUM DENSITY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 16/05/17

REFERENCE 29795013

DRAWING 2979500CA



SCALE 1:300

ORIGINAL SHEET SIZE A3  
 SHEET 7



# Imaged Document Cover Sheet

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

Document Type	<b>Instrument</b>
Document Identification	<b>AJ335218D</b>
Number of Pages (excluding this cover sheet)	<b>19</b>
Document Assembled	<b>22/04/2025 13:49</b>

**Copyright and disclaimer notice:**

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

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

**Application by a responsible authority for the making of a recording of an agreement**  
**Section 181 Planning and Environment Act 1987**

**AJ335218D**

24/11/2011 \$107.50 173



Pr  
The i  
collec.  
and is used for the purpose of  
maintaining publicly searchable  
registers and indexes in the  
Victorian Land Registry.

**Form 18**

Lodged by:

Name: Nick Sissons, Russell Kennedy Solicitors  
Phone: 8602 7248  
Address: 469 La Trobe Street, Melbourne 3000  
Ref: NIS:114429-00125  
Customer Code: 1513M

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

Land: *(insert Volume and Folio reference) (if part only, define the part)*

173-199 Elizabeth Street, Coburg North

The land shown as lots D and LL on PS646672U

Certificates of Title: Volume 11309 Folio 031 and Volume 11309 Folio 032.

Authority: *(name and address)*

Moreland City Council, 90 Bell Street Coburg Vic 3058

Reference: Y Attard, Legal Services

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application:

Signature for the Authority: .....

Name of Officer:

Roger Collins, Director City Development

Date: 18.11.11

**AJ335218D**

24/11/2011 \$107.50 173



## Section 173 Agreement

**Moreland City Council**

**Coburg Land Company Pty Ltd**

**Land:**

Lots D and LL on Plan of Subdivision No.646672U  
also known as 173-199 Elizabeth Street, Coburg North

**GADENS LAWYERS**  
Level 25, Bourke Place  
600 Bourke Street  
MELBOURNE 3000

T +61 3 9252 2555  
F +61 3 9252 2500

Ref: MAW:DRP:21070362

**AJ335218D**

24/11/2011 \$107.50 173



## **Section 173 Agreement**

### **Dated**

### **Parties**

1. **Moreland City Council** of 90 Bell Street, Coburg in the State of Victoria (**the Council**)  
and
2. **Coburg Land Company Pty Ltd** ACN 146 377 808 of 18 Bowman Street, South Perth in the State of Western Australia (**the Owner**)

**(the Parties)**

### **Background**

- A. The Council is the responsible authority under the Act for the Scheme.
- B. As at the date of this Agreement, the Minister for Planning is the responsible authority for the approval of the Development Plan and any amendments to the Development Plan.
- C. The Owner is registered or is entitled to be registered as proprietor of the Land.
- D. The Permit was issued by the Council on 2 June 2011.
- E. The text of Condition 2 of the Permit is provided in Annexure A to this Agreement.
- F. The Land is encumbered by mortgage numbered AH543017V in which National Bank of Australia Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- G. The parties enter into this Agreement to:
  - (a) comply with Condition 2 of the Permit;
  - (b) set out both in kind and monetary contributions which the Owner will make for all stages of the Development of the Land;
  - (c) prohibit, restrict or regulate the use or development of the Land;
  - (d) give effect to the objectives and requirements of the Scheme; and
  - (e) achieve and advance the objectives of planning in Victoria.
- H. This Agreement is made under Division 2 of Part 9 of the Act.

AJ335218D



**THE PARTIES AGREE THAT:**

**1. Definitions and Interpretation**

---

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this document.

**1.1 Definitions**

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

**Act** means the *Planning and Environment Act 1987*;

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement and includes the annexures to this agreement;

**Bridge Report** means a report prepared by an independent and appropriately qualified and registered structural engineer identifying any repairs, upgrading or strengthening works to the Edgars Creek Bridge to ensure the structural integrity of the Edgars Creek Bridge such that the bridge is and remains safe and structurally sound for use by pedestrians and restricted vehicle access for emergency and Council maintenance requirements;

**Business Day** means Monday to Friday excluding public holidays in Victoria;

**CPI** means:

- (a) the Consumer Price Index All Groups Melbourne;
- (b) if that index is suspended or discontinued and another index is substituted by the Australian Statistician, that index; or
- (c) if there is no index under clause (b) above, the general inflation rate in Victoria as used by the Victorian Treasury for the relevant period;

**Development** means the development of the Land generally in accordance with the Development Plan and the Permit, including any subsequent planning permits issued by the Council for the subdivision of the Land in accordance with the Development Plan also known and referred to as the 'Coburg Hill' development;

**Development Plan** means the development plan as amended and dated Version B July 2011 prepared in accordance with Clause 43.04 of the Planning Scheme and approved by the Minister of Planning on 21 July 2011 and includes any subsequent amendment or variation approved by the Minister;

**Embellishment Works** means aesthetic works to the Edgars Creek Bridge and does not include structural works;

**Endorsed Plan** means the plan or plans endorsed from time to time with the stamp of the Council as the plans which form part of the Permit and any Subsequent Permit;

AJ335218D

24/11/2011 \$107.50 173



**Final Statement of Compliance** means the statement of compliance under the *Subdivision Act 1988* that relates to the plan of subdivision of the Land, the Permit and any Subsequent Permit that practically completes all stages of the subdivision of the Land in accordance with the Development Plan, the Permit and any Subsequent Permit as determined by and to the satisfaction of the Council;

**Intersection** means the intersection of the proposed road from the Development connecting to the existing intersection of Murphy Street and Elizabeth Street, Coburg North;

**Land** means the land shown as lots D and LL on PS646672U, being the whole of the land in certificates of title volume 11309 folio 031 and volume 11309 folio 032 and known as 173-199 Elizabeth Street, Coburg North;

**Land Area** means the total area of the Land as at the date of this Agreement being 20.54 hectares;

**Minister** means the Minister for Planning;

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

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

**Parties** means the parties to this Agreement and **Party** means one of them;

**Permit** means the planning permit SP/2010/290 (corrected) authorising the subdivision of the Land (Stage 1A) including the construction of associated roads and infrastructure, in accordance with the Endorsed Plan;

**Road Authority** has the same meaning as in the *Road Management Act 2004*;

**Scheme** means the Moreland Planning Scheme and any successor instrument or other planning scheme which applies to the Land;

**Signalise** or **Signalisation** means the construction of traffic lights at the Intersection by the Owner at the Owners sole cost in accordance with the requirements of the Road Authority;

**Statement of Environmental Audit** means and includes all four statements of environmental audit dated 11 April 2008, and issued by Phil Sinclair of Coffey Environments Pty Ltd for the Land together with the two addendums to the statement of environmental audits dated 12 August 2010;

**Subsequent Permit** means any planning permit or planning permits issued by the Council for the subdivision of the Land generally in accordance with the Development Plan subsequent to the issuance of the Permit;

**Traffic Engineering Assessment** means an assessment report undertaken by a suitably qualified and experienced traffic engineer (to the reasonable satisfaction of the Council) at the cost of the Owner which provides a detailed report that assesses the traffic generation impacts from the Land, as a result of the Development, to the existing road network at the Intersection to determine an appropriate, safe and logical implementation sequence for works required for

AJ335218D

24/11/2011 \$107.50 173



the Signalisation of the Intersection where such an assessment report must also have regard to any reasonable specific requirements of the Council and the Road Authority;

**Tribunal** means the Victorian Civil and Administrative Tribunal;

**Works** means any of the works authorised under the Permit, being undertaken as part of the Development or being undertaken in satisfaction of the Owner's covenants in this Agreement.

## 1.2 Interpretation

In this Agreement, unless the context indicates otherwise:

- (a) A reference to this Agreement includes any variation or replacement of it.
- (b) Words or terms not defined in this Agreement but defined in the Act, the Planning Scheme or the Permit have the same meaning in this Agreement, unless the context requires otherwise. This Agreement must be interpreted having regard to the provisions of the Permit, the Planning Scheme and the Act.
- (c) Where, in this Agreement, the Responsible Authority may exercise any power, duty or function, that power may be exercised on behalf of the Responsible Authority by an authorised or delegated officer.
- (d) The singular includes the plural and the plural includes the singular.
- (e) A reference to a gender includes a reference to each other gender.
- (f) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (g) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (h) A reference to a statute includes any subordinate instruments made under that statute.
- (i) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (j) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (k) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the recitals.
- (l) A reference to the Responsible Authority includes its agents, officers, employees, servants, workers and contractors.



## 2. Commencement of Agreement

---

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

## 3. Owner's covenants

---

### 3.1 Provision of information documentation

The Owner covenants and agrees that the Owner must provide to the Council for the Council's approval (acting reasonably), within four months of the date of this Agreement or any other such time agreed to by the Council in writing, any plan, statement, report, agreement or the like ("**Information Documentation**"), that shows to the reasonable satisfaction of the Council:

- (a) the heritage interpretation works for the Land in accordance with the Heritage Strategy and Management Plan (July 2008) which formed part of the Development Plan;
- (b) the provision of affordable housing sites at the Land in accordance with the Development Plan;
- (c) the area of the Land containing the bridge over Edgars Creek ("**Edgars Creek Bridge**") that is to be transferred to the Council;
- (d) the landscape works within Edgars Creek Reserve in the vicinity of the Land including the provision for the maintenance of the landscape works by the Owner for a period of at least 12 months from the date of completion of the landscape works to the satisfaction of the Council and all Embellishment Works to Edgars Creek Bridge; and
- (e) the parts of the Land proposed to form the land component of the public open space contribution and showing unencumbered and encumbered land including the percentages of the total Land Area.

### 3.2 Community infrastructure contribution

The Owner covenants and agrees that the Owner must, before the issue of the Final Statement of Compliance, provide to the Council a cash contribution in the sum of \$413,000 (indexed annually to CPI from the date of this Agreement) for the upgrade of community infrastructure as determined by the Council in accordance with clause 4.1.

### 3.3 Public open space contribution

The Owner covenants and agrees that the Owner must, provide to the Council a public open space contribution equivalent to 4.3% of the Land Area, as a combination of:

- (a) unencumbered land (approximately 2.5% of the Land Area) and encumbered land; and

AJ335218D

24/11/2011 \$107.50 173



- (b) a cash contribution equivalent to the remaining percentage of the Land Area not provided as public open space land where such amount may be calculated in accordance with section 19 of the *Subdivision Act 1988*,

where:

- (c) the provision of the public open space must be as generally shown in the Information Documentation provided and approved by the Council under clause 3.1(e);
- (d) the provision of the public open space contribution as approved by the Council in the Information Documentation must be shown in any relevant plan of subdivision to be certified;
- (e) the public open space land must vest in the Council as a Reserve upon registration of the relevant plan of subdivision; and
- (f) the quantum of any cash contribution under clause 3.3(b) must be determined by the Council acting reasonably and must be paid by the Owner before the issue of the Final Statement of Compliance.

**3.4 Heritage interpretation works**

The Owner covenants and agrees that the heritage interpretation works in accordance with the Information Documentation must be provided and approved by the Council under clause 3.1(a) of this Agreement before the issue of a statement of compliance for stage 4 of the Development or by such time as otherwise specified in the Information Document provided to and approved by the Council under clause 3.1(a).

**3.5 Murphy and Elizabeth Street Intersection**

The Owner covenants and agrees to Signalise the Intersection, prior to the earlier of:

- (a) any vehicular traffic seeking to use the Intersection from the Land (excluding any reasonable construction traffic); or
- (b) the Owner requesting for the issue of the statement of compliance for stage 4 of the Development; or
- (c) a time specified in a written notice from the Road Authority requiring the Signalisation of the Intersection,

however, the Signalisation can occur after a time specified in clause 3.5(a) or 3.5(b) of this Agreement, if the later time is in accordance with a time specified in the Traffic Engineering Assessment (considering this issue) approved to the reasonable satisfaction of the Council and such later time is still prior to the Owner requesting the Final Statement of Compliance.

**3.6 Groundwater management**

Should Kodak (Australasia) Pty Ltd's obligations under the Ground Water Management Plan prepared by Golders Associates dated 26 November 2007 (as amended from time to time) ("GWMP") that existed prior to the date of this Agreement, in relation to groundwater at the Land not be met to the reasonable satisfaction of the Environmental Protection Authority and

**AJ335218D**

24/11/2011 \$107.50 173



Council, the Owner must undertake maintenance and monitoring as required pursuant to the GWMP to the satisfaction of the Environmental Protection Authority and Council.

**3.7 Edgars Creek Bridge**

The Owner covenants and agrees to:

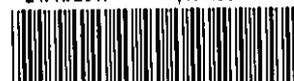
- (a) Commission, pay for and then submit to the Council for approval the Bridge Report;
- (b) carry out all works required in the Bridge Report at the Owners sole cost to the reasonable satisfaction of the Council, including obtaining written certification from the author of the Bridge Report that all works required in the Bridge Report have been undertaken to the appropriate or relevant standards or as detailed and required in the Bridge Report; and
- (c) initiate the process to transfer the part of the Land containing the Edgars Creek Bridge, as identified in the Information Documentation under clause 3.1(c) to the Council within two months following the completion of all works pursuant to clause 3.7(b) and to complete the transfer of the part of the Land containing the Edgars Creek Bridge to the Council,

prior to the issue of the Final Statement of Compliance.

**3.8 Provision of affordable housing**

The Owner covenants and agrees:

- (a) to provide for the provision of affordable housing on the Land in accordance with the plan or plans approved by the Council under clause 3.1(b) of this Agreement by:
  - (i) providing approximately thirty (30) lower entry priced dwellings on the Land; and
  - (ii) offering for sale two medium density housing sites, each comprising approximately 900 square meters of the Land, to a community housing association or other organisation providing affordable housing solutions to the reasonable satisfaction of the Council;
- (b) that the provision of affordable housing land in each respective stage of the Development must include the registration of a new agreement under section 173 of the Act on the folio of the Register for the parts of the Land that are so designated for the purpose of affordable housing, prior to the issue of a statement of compliance for a plan of subdivision for any stage of the development of the Land that contains any land designated for the purpose of affordable housing. The new agreement under this clause must ensure that those parts of the Land designated for affordable housing remain so until:
  - (A) construction of the affordable housing commences; or
  - (B) the Owner has used all reasonable attempts to secure the provision of affordable housing within a reasonable time, to the reasonable satisfaction of the Council.



**3.9 Landscape works within Edgars Creek reserve**

The Owner covenants and agrees to commence the landscape works and the maintenance of the landscape works within the Edgars Creek Reserve in accordance with the Information Documentation approved under clause 3.1(d) of this Agreement prior to the issue of a statement of compliance for stage 5 of the Development and to complete the landscape works to a value of at least \$250,000 (two hundred and fifty thousand dollars), to the reasonable satisfaction of the Council.

**3.10 Obligations to undertake all works in Agreement**

The Owner covenants and agrees to undertake all works and fulfil the Owner's covenants under this Agreement that are required to be performed, exercised or undertaken by the Owner of the Land, to the reasonable satisfaction of the Council and at no cost to the Council prior to the Owner requesting the Final Statement of Compliance for the Land, unless the Owner enters into a new agreement or deed with the Council to secure the completion of any of the remaining Owner's covenants and obligations under this Agreement.

**3.11 Registration of Agreement**

The Owner covenants and agrees to do all things necessary to enable the Council to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgment or other document.

**3.12 Successors in Title**

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

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement and until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

**3.13 Council's costs to be paid**

The Owner covenants and agrees that the Owner must pay on demand to the Council the reasonable costs of the Council of and incidental to the preparation, execution and recording of this Agreement.

**3.14 Mortgagee to be bound**

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

**3.15 Indemnity**

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect

**AJ335218D**

24/11/2011 \$107.50 173



of any suit action proceeding judgement or claim brought by any person arising from any non-compliance with this Agreement by the Owner.

**3.16 Standard of works**

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement in accordance with the time frames specified in this Agreement at its cost and to the reasonable satisfaction of the Council.

**3.17 Council access**

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land upon reasonable notice being provided by Council to assess compliance with this Agreement.

**3.18 Covenants run with the Land**

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

**3.19 Owner's warranty**

The Owner warrants and covenants that:

- (a) the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- (b) there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- (c) no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- (d) until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not further sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

**4. Council's covenants**

---

**4.1 Community infrastructure contribution**

The Council covenants and agrees that the community infrastructure contribution paid by the Owner under clause 3.2 of this Agreement is to be applied towards an existing or proposed new community facility that is located proximate to the Land, and will be made available for



the use of the community, including the residents of the Land, subject to any obligations or restrictions under the *Local Government Act 1989*.

#### 4.2 Public Open Space

The Council covenants and agrees that the public open space provided and paid by the Owner under clause 3.3(a) and clause 3.3(b) respectively is to be applied as public open space in accordance with the *Subdivision Act 1988*.

#### 4.3 Progressive ending of Agreement

The Council agrees to end this Agreement in relation to any part of the Land provided that:

- (a) the Development is proceeding in general accordance with the Development Plan;
- (b) the Owner has complied with all relevant covenants under this Agreement and any relevant conditions of the planning permit applicable to the particular part of the Land for which it is sought to end the Agreement, to the satisfaction of the Council;
- (c) the Owner pays the Council's reasonable costs in ending the Agreement in relation to part of the Land (including any registration costs and disbursements);
- (d) this Agreement remains in force in relation to the balance of the Land (if any); and
- (e) a statement of compliance has been issued for the relevant part of the Land for which ending of this Agreement is sought, to the satisfaction of the Council.

#### 4.4 Amendment of Information Documentation

The Council agrees acting reasonably to consider and approve in its discretion having regard to the Development Plan and any other relevant matter any amendment to the Information Documentation submitted, for approval of the Council, by the Owner.

### 5. General matters

---

#### 5.1 Purpose of Agreement

This Agreement is entered into between the Owner and the Council to set out both in kind and monetary contributions which the Owner will make for all stages of the Development of the Land.

#### 5.2 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

**AJ335218D**



**5.3 Time of the essence**

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

**5.4 Further assurance**

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

**5.5 Agreement under section 173 of the Act**

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

**5.6 Service of notice**

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

- (a) by delivering it personally on that party; or
- (b) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

**5.7 Time of service**

A notice or other communication is deemed served:

- (a) if delivered personally, on the next following business day;
- (b) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- (c) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (d) if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

**5.8 No waiver**

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

**AJ335218D**

24/11/2011 \$107.50 173



**5.9 Jurisdiction**

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

**5.10 Severability**

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

**5.11 GST**

If any payment made by one party to any other party relating to this document constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breach, termination of, and indemnities arising from, this document.

**6. Ending of Agreement**

---

6.1 This Agreement may be ended as to part or whole:

- (a) in accordance with provisions in clause 4.3 of this Agreement; or
- (b) by mutual agreement between the parties.

6.2 As soon as practicable after the Agreement has ended in part only or in whole, the Council will, at the request and at the cost of the Owner made application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement as appropriate on the Register.

AJ335218D

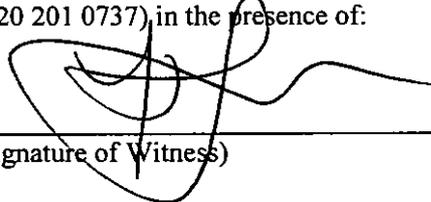
24/11/2011 \$107.50 173



EXECUTED as an agreement under Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by )  
ROGER COLLINS Director City )  
Development as the delegate of and on behalf )  
of the MORELAND CITY COUNCIL (ABN )  
4620 201 0737) in the presence of: )

  
\_\_\_\_\_

  
\_\_\_\_\_  
(Signature of Witness)

KELLY STEWART  
\_\_\_\_\_  
(Name of Witness)

9- 90 BELL STREET COBURG  
\_\_\_\_\_  
(Usual address)

COMPANY EXECUTION ON BEHALF of  
COBURG LAND COMPANY PTY LTD in  
accordance with section 127 of the  
Corporations Act:

  
\_\_\_\_\_  
Signature of Director

**Nigel Frank Satterley**  
\_\_\_\_\_  
Name of Director (Block Letters)

  
\_\_\_\_\_  
Signature of Director/Secretary

**Anthony Robert Carr**  
\_\_\_\_\_  
Name of Director/Secretary (Block Letters)

AJ335218D

24/11/2011 \$107.50 173



### Mortgagee's Consent

The National Bank of Australia Ltd is the registered mortgagee under instrument AH543017V and consents to the registration of this agreement on the title to the Land, being the land referred to in certificates of title volume 11309 folio 031 and volume 11309 folio 032.

<p>Executed by NATIONAL AUSTRALIA BANK LIMITED by being signed by its Attorney <b>CHRISTOPHER JAMES GALE</b></p> <p>who holds the position of Level 3 Attorney under Power of Attorney No K11/403 in the presence of:</p> <p>Signature: <u><i>Sinead Hoare</i></u></p> <p>Name: <u>SINEAD HOARE</u></p> <p>Address: <u>100 ST GEORGES TCE PLK11</u></p> <p>Office Held: <u>ASSOCIATE</u></p>	<p>NATIONAL AUSTRALIA BANK LIMITED By its Attorney</p> <p><i>[Signature]</i></p>
--	--

INFORMATION ONLY

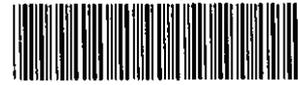


### Annexure A - Condition 2 of the Permit

- “2) Prior to the issuing of the Statement of Compliance under the Subdivision Act 1988 for the subdivision of the land authorised by this permit the owner of the land must:-
- a) enter into an agreement with the Moreland City Council (“**Council**”) pursuant to section 173 of the *Planning and Environment Act 1987* (“**Act**”) in a form satisfactory to the Council in which the Owner of the land covenants, amongst other things to: (“**Agreement**”);
- i. provide to the Council for the Council’s sole approval (acting reasonably) within four months of the date of the Agreement or any other such time agreed to by the Council in writing any plan, statement, report, agreement or the like, that adequately shows:
1. the heritage interpretation works in accordance with the Heritage Strategy and Management Plan (July 2008) which formed part of the approved Development Plan at the date of the permit;
  2. the provision of affordable housing in accordance with the approved Development Plan as at the date of this permit;
  3. the landscape works within Edgars Creek Reserve in the vicinity of the land;
  4. the area of the land containing the bridge over Edgars Creek (“**Edgars Creek Bridge**”) that is to be transferred to the Council; and
  5. the parts of the land proposed to form the land component of the public open space contribution including a breakdown of the split between unencumbered and encumbered land (and the relevant percentage of the total land area);
- for the avoidance of doubt, whilst the development of the land continues in accordance with the Development Plan any plan, statement, report, agreement or the like provided to the Council for approval and approved pursuant to a requirement in the Agreement, may be amended by the Owner and therefore substituted upon the approval of the Council;
- ii. provide a contribution to the Council in the sum of \$413,000 (indexed annually to “CPI (Melbourne All Groups)” from the date of the Agreement) for the upgrade of community infrastructure determined by the Council where such fund shall be applied by the Council towards existing or proposed new facilities located near the land which is available for use to the community at large, including the residents of the land;
- iii. provide to the Council a public open space contribution equivalent to 4.3% of the entire land area (where ‘land’ means all of the land in certificate of title Volume 11067 Folio 311) as a combination of:
1. unencumbered land (being approximately equivalent to 2.5% of the land) and encumbered land; and

AJ335218D

24/11/2011 \$107.50 173



2. a cash contribution equivalent to the remaining percentage of the land area not provided as public open space land;
  
- iv. construct the heritage interpretation works in accordance with the plan or plans approved under the Agreement;
  
- v. signalise the intersection of Murphy and Elizabeth Streets;
  
- vi. provide, in the event that the obligations under the Ground Water Management Plan prepared by Golders Associates dated 26 November 2007 (as amended from time to time) ("GWMP") are not complied with and if reasonably determined by the Environment Protection Authority and the Council as being required, the ongoing maintenance and monitoring requirements for the land as outlined in the GWMP attached to the Statements of Environmental Audit which formed part of the approved Development Plan as at the date of the permit;
  
- vii. commission and submit to the Council for approval (acting reasonably) a report by an independent and registered structural engineer to undertake a detailed investigation and report in relation to identifying any part of the Edgars Creek Bridge structure that requires any repairs, upgrading or strengthening works to ensure the structural integrity of the Edgars Creek Bridge such that the bridge is and remains safe and structurally fit for use by pedestrians and restricted vehicle access for emergency and Council maintenance requirements;
  
- viii. undertake and complete all works required in the approved report under vii (above) to repair, upgrade or strengthen the Edgars Creek Bridge;
  
- ix. initiate the process to transfer the part of the land containing the Edgars Creek Bridge to the Council within two months following the completion of all works being undertaken to repair, upgrade and strengthen the Edgars Creek Bridge pursuant to this Agreement;
  
- x. provide for the provision of affordable housing in accordance with the plan or plans approved by the Council under the Agreement by:
  1. providing approximately thirty (30) lower entry priced dwellings on the land; and
  2. offering for sale two (2) medium density housing sites each of approximately 900 square meters to a Community Housing Association (to be approved by the Council acting reasonably)

where the provision of such affordable housing lots must include the preparation and registration of an agreement under section 173 of the Act when the lots are created at the time of the registration of a plan of subdivision containing those lots in terms acceptable to the Council that ensures that those parts of the land designated for affordable housing remain designated until such time as those parts of the land so designated:

1. is used for the provision of affordable housing; or

AJ335218D

24/11/2011 \$107.50 173



2. the Owner has made all reasonable attempts to secure the provision of affordable housing within a reasonable time;
- xi. undertake and complete the landscape works and maintenance of the landscape works within the Edgars Creek Reserve in accordance with the landscape plan approved under the Agreement;
- xii. undertake all works required to be performed by the Owner of the land under the Agreement to the satisfaction of the Council at no cost to the Council;
- xiii. provide the completion date or timeframes for each of the matters in the Agreement; and
- xiv. allow for the removal of the Agreement from any individual lot in any stage upon the registration of a Plan of Subdivision for that particular stage and the issue of titles for that stage provided that:
  1. the Owner has complied with all obligations under the Agreement and any permit conditions for that particular stage, to the satisfaction of the Council; and
  2. the Agreement remains on the balance lot or lots unless:
    - a. it is the final stage of the development and all obligations under the Agreement have been complied with, to the satisfaction of the Council; or
    - b. a separate agreement is entered into between the Owner and the Council to secure the completion of any outstanding obligations under the Agreement.
- b) do all things necessary to enable the Council to register the agreement with the registrar of titles in accordance with section 181 of the Act; and
- c) pay to the Council its reasonable costs and disbursements incurred in relation to the negotiation, preparation, execution and registration of the agreement on the certificate of title to the land."

# Imaged Document Cover Sheet

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

Document Type	<b>Instrument</b>
Document Identification	<b>AM349827W</b>
Number of Pages (excluding this cover sheet)	<b>14</b>
Document Assembled	<b>22/04/2025 13:49</b>

**Copyright and disclaimer notice:**

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

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

# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

## AM349827W

24/11/2015	\$119.70	173
		
Indicating priority contributions registers and indexes.		

### Form 21

Lodged by:

Name: MADDOCKS  
 Phone: 9258 3555  
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
 Ref: KAL:KJM:6624945  
 Customer Code: 1167E

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

Land: Volume 11585 Folio 971 and Volume 11585 Folio 972

Responsible Authority: Moreland City Council of 90 Bell Street, Coburg, Victoria

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

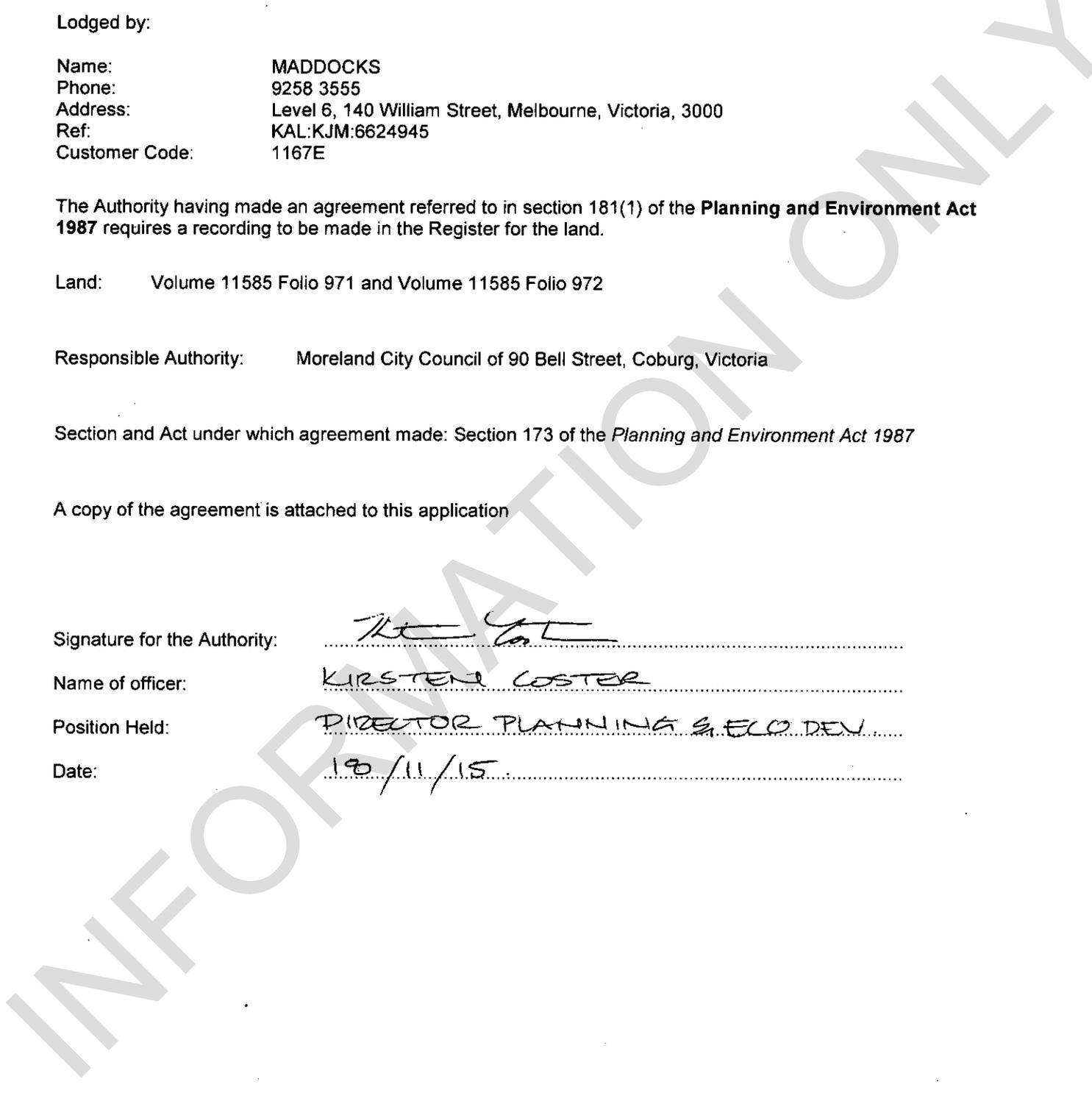
A copy of the agreement is attached to this application

Signature for the Authority: 

Name of officer: KIRSTEN COSTER

Position Held: DIRECTOR PLANNING & ECO DEV.

Date: 18/11/15.



Council



## Maddocks

Lawyers  
140 Wilkam Street  
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

Info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

### Agreement under section 173 of the Planning and Environment Act 1987 Subject Land: 2 and 60 Danthonia Street, Coburg North, Victoria

Moreland City Council  
and

Coburg Land Company Pty Ltd  
ACN 146 377 808

**AM349827W**

24/11/2015 \$119.70 173







AM349827W

24/11/2015 \$119.70 173



**The Parties agree**

---

**1. Definitions**

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

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

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

**Current Address** means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

- (a) for Council, info@moreland.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Existing Agreement** means the agreement made under section 173 of the Act and contained in instrument number AJ335218D registered on the certificates of title for the Subject Land.

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

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

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

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

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

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





Maddocks

---

**4. Reasons for Agreement**

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

- 4.1 pursuant to clause 3.10 of the Existing Agreement, the Owner has requested that it enter into an agreement with Council to secure the completion of any of the remaining Owner's covenants and obligations under the Existing Agreement.

---

**5. Agreement required**

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

---

**6. Owner's specific obligations**

The Owner covenants and agrees that:

- 6.1 the Owner will perform the obligations set out in clauses 3.4, 3.7 and 3.9 of the Existing Agreement, to Council's satisfaction and at no cost to Council:
- 6.1.1 before the issue of any statement of compliance under the *Subdivision Act 1988* for the subdivision of land for a dwelling approved by Planning Permit MPS/2014/628 (as amended) or Planning Permit MPS/2014/737 (as amended); and
  - 6.1.2 before 30 June 2016;
- whichever occurs first.

**AM349827W**



---

**7. Owner's further obligations**

**7.1 Notice and registration**

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

**7.2 Further actions**

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificates of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.





Maddocks

**12.4 Severability**

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

**12.5 No fettering of Council's powers**

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

**12.6 Inspection of documents**

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

**12.7 Governing law**

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

---

**13. Commencement of Agreement**

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

---

**14. Ending of agreement**

**14.1 Notice issued by Council**

This Agreement ends when Council issues a written notice to the Owner stating that Council considers that the Owner has complied with all of the Owner's obligations secured under this Agreement.

**14.2 Application to Registrar of Titles**

14.2.1 Within 30 days after this Agreement has ended, the Owner must lodge a written request with Council for Council to apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

14.2.2 As soon as reasonably practicable after it has received a request under clause 14.2.1, Council will, at the cost of the Owner make application to the Registrar of Titles to cancel the recording of this Agreement on the register.

**AM349827W**









Maddocks

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under instrument of mortgage no. AH543017V consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signatory and Stamp

Executed by NATIONAL AUSTRALIA BANK LIMITED by being signed by its Attorney

BENJAMIN HARTLEY

who holds the position of Level 3 Attorney under Power of Attorney No K117403 in the presence of:

Signature:

Name: REBECCA STEWART

Address: 40-100 ST. LEONARDS TLE, NORTH WA 6000

Office Held: ASSOCIATE

NATIONAL AUSTRALIA BANK LIMITED By its Attorney

16/11/15

AM349827W

24/11/2015

\$119.70

173



# Imaged Document Cover Sheet

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

Document Type	<b>Instrument</b>
Document Identification	<b>AN445161H</b>
Number of Pages (excluding this cover sheet)	<b>15</b>
Document Assembled	<b>22/04/2025 13:49</b>

**Copyright and disclaimer notice:**

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

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

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

Section 181 **Planning and Environment Act 1987**

## Form 21

Lodged by:

Name: Russell Kennedy Lawyers  
 Phone: 03 9609 1555  
 Address: Level 12 469 La Trobe Street  
 Melbourne Vic 3000  
 Ref: ADC 114429-00197  
 Customer code: 1513M

**AN445161H**

11/01/2017 \$92.70 173



Privac  
 The infor  
 collected  
 under sta  
 for the  
 publicly searchable registers and indexes.

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

Land: *(insert Volume and Folio reference) (if part only, define the part)*

Volume 11585 folio 972

Responsible authority: *(name and address)*

Moreland City Council of 90 Bell Street, Coburg, Victoria 3058

Section and Act under which agreement made:

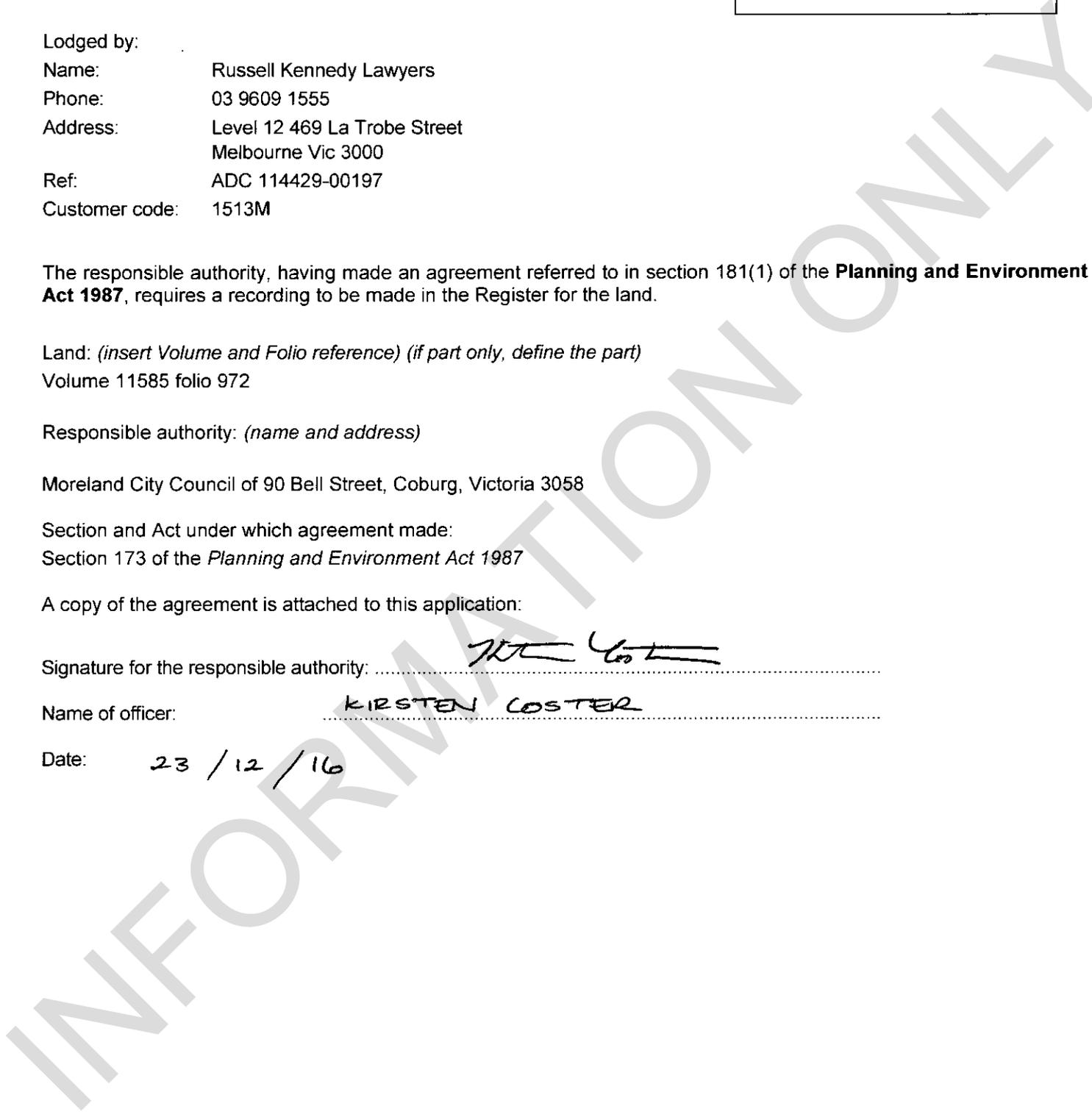
Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application:

Signature for the responsible authority: *[Handwritten Signature]*

Name of officer: KIRSTEN COSTER

Date: 23 / 12 / 16



**AN445161H**

11/01/2017 \$92.70 173



## Section 173 Agreement

---

Land: 2 Danthonia Street, Coburg North VIC 3058

Moreland City Council

Coburg Land Company Pty Ltd

**gadens**

Level 25, Bourke Place  
600 Bourke Street  
Melbourne VIC 3000  
Australia

T +61 3 9252 2555

F +61 3 9252 2500

Ref: MAW:DRP:21070362

**AN445161H**

11/01/2017 \$92.70 173



## Contents

1. Definitions and interpretation	2
2. Commencement of Agreement	4
3. Owner's covenants	4
4. General matters	5
5. Ending of Agreement	7
Mortgagee's Consent	9
Annexure A – Indicative Subdivision Plan	10
Annexure B – Parking Restriction Plan	11

INFORMATION ONLY

**AN445161H**

11/01/2017 \$92.70 173



## Section 173 Agreement

### Parties

1. **Moreland City Council** of 90 Bell Street, Coburg in the State of Victoria (**the Council**); and
2. **Coburg Land Company Pty Ltd** ACN 146 377 808 of 18 Bowman Street, South Perth in the State of Western Australia (**the Owner**);

(together **the Parties**).

### Background

- A. The Council is the Responsible Authority under the Act for the Scheme.
- B. The Owner is registered or is entitled to be registered as proprietor of the Land.
- C. The Permit was issued by the Council on 8 September 2016.
- D. Condition 3 of the Permit and Condition 4 of the Development Plan Permit (MPS/2014/737) provides:

Prior to the certification of Stage 1 Plan of Subdivision an agreement under Section 173 of the Planning and Environment Act 1987 must be entered into between the owner and the Responsible Authority in a form satisfactory to the Responsible Authority including:

- (a) The Body Corporate is responsible for enforcing the parking restrictions.
- (b) Indemnifying Council from any damage to the road or assets associated with Council waste collection services associated with the private vehicle accessways.

The Owner must pay the costs of the Responsible Authority in relation to the preparation, execution and registration of the agreement on title.

- E. The land is the whole of the land described in Certificate of Title Volume 11585 Folio 972 located at 2 Danthonia Street, Coburg North Vic 3058 (**Land**).
- F. The Land is encumbered by:
  - (a) mortgage numbered AH543017V in which National Bank of Australia Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement;
  - (b) Agreement Section 173 Planning and Environment Act 1987, AJ335218D dated 24/11/2011; and
  - (c) Agreement Section 173 Planning and Environment Act 1987, AM349827W dated 24/11/2015.
- G. The parties enter into this Agreement to:
  - (d) comply with Condition 3 of the Permit;

AN445161H

11/01/2017 \$92.70 173



- (e) give effect to the objectives and requirements of the Scheme; and
- (f) achieve and advance the objectives of planning in Victoria.

H. This Agreement is made under Division 2 of Part 9 of the Act.

## Operative provisions

### 1. Definitions and interpretation

---

#### 1.1 Definitions

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

**Act** means the *Planning and Environment Act 1987*;

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

**Assets** means associated Road infrastructure including, curb and channel, footpaths, signage, light posts and grass and tree reserves;

**Associates** means the Council's employees, officers, agents, consultants and contractors;

**Business Day** means Monday to Friday excluding public holidays in Victoria;

**Common Property** means the land shown as Common Property No.1 and No.2 on the Plan,

**Land** means the land identified in Recital E;

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

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in the Land or any part of it including the common property and includes a Mortgagee in possession;

**Owners Corporation** means an owners corporation established for the Common Property pursuant to the *Owners Corporations Act 2006* and the *Subdivision Act 1988* following registration on the Plan;

**Parking Restriction Plan** means the parking restriction plan contained in Annexure B setting out parking restrictions on the Road and which may be varied at any time with the consent of the Responsible Authority.

**Parties** means the parties to this Agreement and **Party** means one of them;

**Permit** means the planning permit SP/2016/65 issued on 8 September 2016 by the Council allowing a 52 lot subdivision over five stages in accordance with the endorsed plans;

**Plan** means the approved indicative subdivision plan attached as Annexure A to this Agreement outlining the proposed subdivision of the Land in accordance with the Permit;

**AN445161H**

11/01/2017 \$92.70 173



**Road** means the road to be constructed in Common Property No. 1 and No.2 in the Plan;

**Scheme** means the Moreland Planning Scheme and any successor instrument or other planning scheme which applies to the Land;

**Tribunal** means the Victorian Civil and Administrative Tribunal;

**Waste Collection Service** means the collection of waste by the Council on the Land; and

**Wilful Misconduct** means an act or omission engaged in intentionally without regard for, or reckless indifference to, the foreseeable harmful consequences of that act or omission, but does not include any innocent or negligent act, omission, mistake or error of judgement.

## 1.2 Interpretation

- (a) In this Agreement, unless the context indicates otherwise:
- (i) a reference to this Agreement includes any variation or replacement of it; and
  - (ii) words or terms not defined in this Agreement but defined in the Act, the Planning Scheme or the Permit have the same meaning in this Agreement, unless the context requires otherwise. This Agreement must be interpreted having regard to the provisions of the Permit, the Planning Scheme and the Act.
- (b) Where, in this Agreement, the Responsible Authority may exercise any power, duty or function, that power may be exercised on behalf of the Responsible Authority by an authorised or delegated officer.
- (c) The singular includes the plural and the plural includes the singular.
- (d) A reference to a gender includes a reference to each other gender.
- (e) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (f) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (g) A reference to a statute includes any subordinate instruments made under that statute.
- (h) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (i) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
  - (j) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the recitals.
  - (k) A reference to the Responsible Authority includes its agents, officers, employees, servants, workers and contractors.

**AN445161H**

11/01/2017 \$92.70 173



## **2. Commencement of Agreement**

---

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

## **3. Owner's covenants**

---

### **3.1 Owner's covenants**

The Owner covenants and agrees:

- (a) that the Owner must comply with the Parking Restriction Plan and the Owner must place their waste bins only in the location as shown on the Parking Restriction Plan;
- (b) to procure the adoption of a resolution that the Owners Corporation is responsible for enforcing the Parking Restriction Plan;
- (c) to allow the Council and its Associates access to the Road for the purposes of Waste Collection Services; and
- (d) to indemnify the Council from any damage to the Road or Assets on the Land (not caused by Wilful Misconduct by the Council and its Associates) associated with the access to the Road on the Land for the purposes of Waste Collection Services.

### **3.2 Future Common Property**

The Owner acknowledges and agrees that:

- (a) if the Land is subdivided to create the Common Property or other common property for which access for the Waste Collection Service is required, it is intended that this Agreement should be recorded on the folio of the Register which relates to that common property; and
- (b) if the Registrar of Titles fails to record this Agreement on the folio of the Register which relates to any future common property as envisaged under clause 3.2(a), the Council may refuse to provide the Waste Collection Services to the Land or any part of it until the owners corporation which is registered as proprietor of the common property on which the access to the Waste Collection Service is required, enters into an agreement under section 173 of the Act with the Council in a form which is acceptable to the Council and which must include the provisions of this Agreement mutatis mutandis which are applicable to the common property owned by that owners corporation.

### **3.3 Registration of Agreement**

The Owner covenants and agrees to do all things necessary to enable the Council to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgment or other document.

### **3.4 Successors in title**

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

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

**AN445161H**



- (b) execute a deed agreeing to be bound by the terms of this Agreement and until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

**3.5 Council's costs to be paid**

The Owner covenants and agrees that the Owner must pay on demand to the Council the reasonable costs of the Council of and incidental to the preparation, execution and recording of this Agreement.

**3.6 Mortgagee to be bound**

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

**3.7 Covenants run with the Land**

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

**3.8 Owner's warranty**

The Owner warrants and covenants that:

- (a) the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- (b) there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- (c) no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- (d) until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not further sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

**4. General matters**

---

**4.1 No fettering of Council's powers**

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

**AN445161H**

11/01/2017 \$92.70 173



**4.2 Time of the essence**

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

**4.3 Further assurance**

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

**4.4 Agreement under section 173 of the Act**

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

**4.5 Service of notice**

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

- (a) by delivering it personally on that party;
- (b) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

**4.6 Time of service**

A notice or other communication is deemed served:

- (a) if delivered personally, on the next following business day;
- (b) if posted within Australia to an Australian address, two business days after the date of posting and in any other case, seven business days after the date of posting;
- (c) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day; and
- (d) if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

**4.7 No waiver**

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

**4.8 Jurisdiction**

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

**AN445161H**



**4.9 Severability**

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

**4.10 GST**

If any payment made by one party to any other party relating to this document constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breach, termination of, and indemnities arising from, this document.

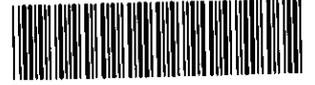
**5. Ending of Agreement**

---

- (a) This Agreement ends either upon the Waste Collection Services no longer being required on the Land or by agreement between the Owner and the Responsible Authority.
- (b) As soon as practicable after the Agreement has ended in part only or in whole, the Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement as appropriate on the Register.

**AN445161H**

11/01/2017 \$92.70 173



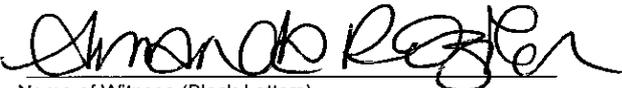
**Signing page**

Executed as an agreement.

Dated **23 / 12 / 16**

**Signed sealed and delivered by Kirsten Coster** Director Planning and Economic Development as the delegate of and on behalf of the **Moreland City Council** in the presence of:

  
Signature of Witness

  
Name of Witness (Block Letters)

  
Usual Address of Witness (Block Letters)

  
Signature of Kirsten Coster

**Executed by Coburg Land Company Pty Ltd** ACN 146 377 808 under section 127 of the Corporations Act by its duly authorised officers:

  
Signature of Director

**David Conrad Williams**  
Name of Director (Block Letters)

  
Signature of Director/Secretary

**Anthony Robert Carr**  
Name of Director/Secretary (Block Letters)

AN445161H

11/01/2017 \$92.70 173



### Mortgagee's Consent

---

The National Bank of Australia Ltd is the registered mortgagee under instrument numbered AH543017V and consents to the registration of this agreement on the title to the Land and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

.....

Executed by NATIONAL AUSTRALIA BANK LIMITED } NATIONAL AUSTRALIA BANK LIMITED  
by being signed by its Attorney } By its Attorney

*Security in Interest*

who holds the position of Level 3 Attorney under Power of Attorney No K117403 in the presence of:

Signature: *Kate*

Name: Kate Bartuccio

Address: Level 13, 100 St Georges Tce, Perth WA 6000

Office Held: Analyst

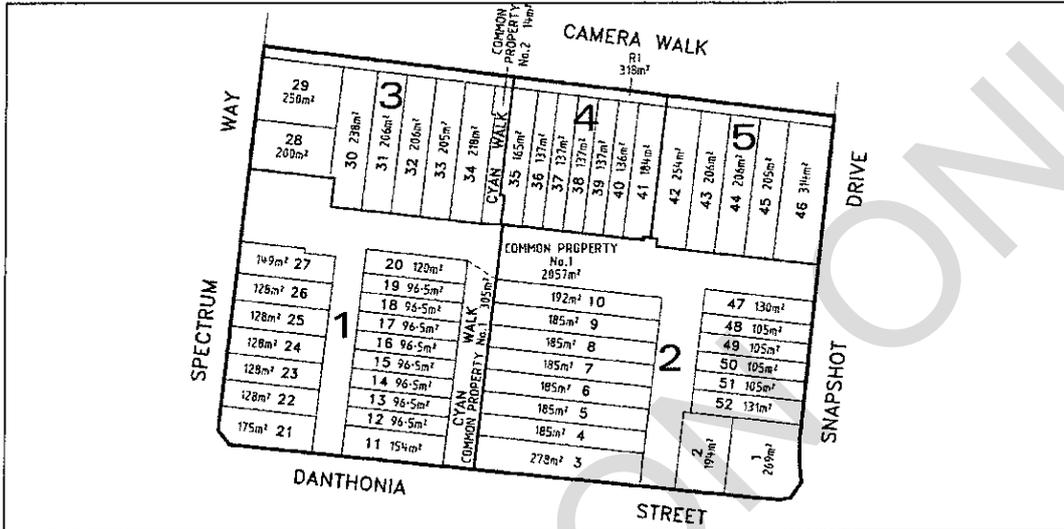
INFORMATION ONLY

AN445161H

11/01/2017 \$92.70 173



Annexure A – Indicative Subdivision Plan



26 Lot Number  
**3** Stage Number  
 Stage Boundary

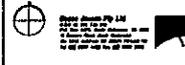
Stage 7MD1 Medium Density Site

NOTE: AREAS SHOWN ON THIS PLAN ARE INDICATIVE ONLY.

Scale	1:200 (A3)
Date	12 March 2016
Drawing	27982001
Author	Engineer in planning approval and structural engineering design



INDICATIVE SUBDIVISION PLAN  
 Spectrum Way, Coburg North



**AN445161H**

11/01/2017 \$92.70 173  


**Annexure B – Parking Restriction Plan**

---

INFORMATION ONLY





# 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: 22/04/2025 01:49:35 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS724879M**

The land in PS724879M is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 52.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

VICTORIA BODY CORPORATE SERVICES PTY LTD 64 FENNEL STREET PORT MELBOURNE VIC 3207

AU711087A 20/08/2021

### 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. OC033791D 22/02/2017

### Additional Owners Corporation Information:

OC033790F 22/02/2017

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 22/04/2025 01:49:35 PM

**OWNERS CORPORATION 1  
PLAN NO. PS724879M**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
Lot 23	10	10
Lot 24	10	10
Lot 25	10	10
Lot 26	10	10
Lot 27	10	10
Lot 28	10	10
Lot 29	10	10
Lot 30	10	10
Lot 31	10	10
Lot 32	10	10
Lot 33	10	10
Lot 34	10	10
Lot 35	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 22/04/2025 01:49:35 PM

**OWNERS CORPORATION 1  
PLAN NO. PS724879M**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	10	10
Lot 37	10	10
Lot 38	10	10
Lot 39	10	10
Lot 40	10	10
Lot 41	10	10
Lot 42	10	10
Lot 43	10	10
Lot 44	10	10
Lot 45	10	10
Lot 46	10	10
Lot 47	10	10
Lot 48	10	10
Lot 49	10	10
Lot 50	10	10
Lot 51	10	10
Lot 52	10	10
<b>Total</b>	<b>520.00</b>	<b>520.00</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.

Merri-bek Civic Centre  
90 Bell Street  
Coburg Victoria 3058  
T: (03) 9240 1111

Postal Address  
Locked Bag 10  
Brunswick Victoria 3056

merri-bek.vic.gov.au



Certificate Number: 112853

Landata  
PO Box 500  
EAST MELBOURNE VIC 8002

LAND INFORMATION CERTIFICATE  
SECTION 121 LOCAL GOVERNMENT ACT 2020

Date of Issue	23-Apr-2025
Applicant Reference	76543686-020-7:159673
Certificate Number	112853
Assessment Number	1889745
Property Location	49 Snapshot Drive, COBURG NORTH VIC 3058
Property Description	Lot 51 PS 724879 CT-11858/244
Property Key	1000043593
AVPCC Land Use code	110 - Detached Home

This Certificate provides information regarding valuations, rates, charges, other moneys owing and any orders or notices made under the Local Government Act, 1958, Local Government Act 2020 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

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

Council uses Capital Improved Value for rating purposes. The level of value date is 1-Jan-2024 and the date of operation of the valuation for this property is 01-July-2024

Capital Improved Value	\$610,000
Site Value	\$380,000
Net Annual Value	\$30,500

**Merri-bek Civic Centre**  
90 Bell Street  
Coburg Victoria 3058  
T: (03) 9240 1111

**Postal Address**  
Locked Bag 10  
Brunswick Victoria 3056

[merri-bek.vic.gov.au](http://merri-bek.vic.gov.au)



**Certificate Number: 112853**

## Rates and charges levied for the period 01/07/24 - 30/06/25

Residential Rates	\$1,425.20
Fire Services Property Levy	\$185.07
Waste Management	\$317.31
Property Debt	\$0.00
Arrears and Arrears Interest	\$0.00
Interest for Current Year	\$4.47
Legal Costs	\$0.00
Legal Costs Arrears	\$0.00
Rebates	\$0.00
Payments/Adjustments	\$-965.58
<b>Net Total Outstanding</b>	<b>\$966.47</b>

To obtain a Land Information Certificate update please email [ratescontact@merri-bek.vic.gov.au](mailto:ratescontact@merri-bek.vic.gov.au) with your certificate number and the property address or Telephone 03 9240 1111 and select option 7

### Pay settlements by:

- BPAY quoting Biller Code: **35105** and reference number **1889745**
- Through Council's website by Visa or MasterCard visiting [merri-bek.vic.gov.au](http://merri-bek.vic.gov.au)

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the Penalty Interest Rates Act 1983.

### General Information

There are no monies owed under Section 121 Of the Local Government Act 2020.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Merri-bek City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although

### Merri-bek Language Link

Italiano	Italian	9280 1911	Türkçe	Turkish	9280 1914	普通话	Chinese (Simplified)	9280 0750
Ελληνικά	Greek	9280 1912	Tiếng Việt	Vietnamese	9280 1915	<b>National Relay Service:</b>		
عربي	Arabic	9280 1913	नेपाली	Nepali	9280 0751	13 36 77 or <a href="http://relayservice.com.au">relayservice.com.au</a>		

**Merri-bek Civic Centre**  
90 Bell Street  
Coburg Victoria 3058  
T: (03) 9240 1111

**Postal Address**  
Locked Bag 10  
Brunswick Victoria 3056

[merri-bek.vic.gov.au](http://merri-bek.vic.gov.au)



**Certificate Number: 112853**

there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

**DISCLAIMER:** Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

**Vendor Conveyancer note:** If the vendor makes a payment after final figures are issued which places the property in credit, it will be up to the vendor to contact Council to request a refund, this must be requested prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

#### IMPORTANT INFORMATION RELATING TO THIS PROPERTY

**I acknowledge having received the sum of \$29.70 being fee for this Certificate.**

**Authorised Officer:**

A handwritten signature in black ink, appearing to be 'Bianca Marasco'.

Bianca Marasco  
Team Leader Revenue Services  
**Merri-bek City Council**  
**Rates and Valuations**

**Locked Bag 10 BRUNSWICK VIC 3056**  
**Phone: 03 9240 1111 Fax: 03 9240 1212**  
**Email: [ratescontact@merri-bek.vic.gov.au](mailto:ratescontact@merri-bek.vic.gov.au)**

#### Merri-bek Language Link

Italiano	Italian	9280 1911	Türkçe	Turkish	9280 1914	普通话	Chinese (Simplified)	9280 0750
Ελληνικά	Greek	9280 1912	Tiếng Việt	Vietnamese	9280 1915	<b>National Relay Service:</b>		
عربي	Arabic	9280 1913	नेपाली	Nepali	9280 0751	13 36 77 or <a href="http://relayservice.com.au">relayservice.com.au</a>		

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: 396012

NO PROPOSALS. As at the 22th April 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

49 SNAPSHOT DRIVE, COBURG NORTH 3058  
CITY OF MERRI-BEK (Moreland)

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

Date of issue: 22th April 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 76543686 - 76543686134755 '396012'**

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1131574

## APPLICANT'S NAME & ADDRESS

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

DOCKLANDS

## VENDOR

SARBIN, NICHOLAS PETER

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396012

This certificate is issued for:

LOT 51 PLAN PS724879 ALSO KNOWN AS 49 SNAPSHOT DRIVE COBURG NORTH  
CITY OF MERRI-BEK (MORELAND)

The land is covered by the:

MERRI-BEK PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 10
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

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

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

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

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

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

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

LANDATA@

T: (03) 9102 0402

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

22 April 2025

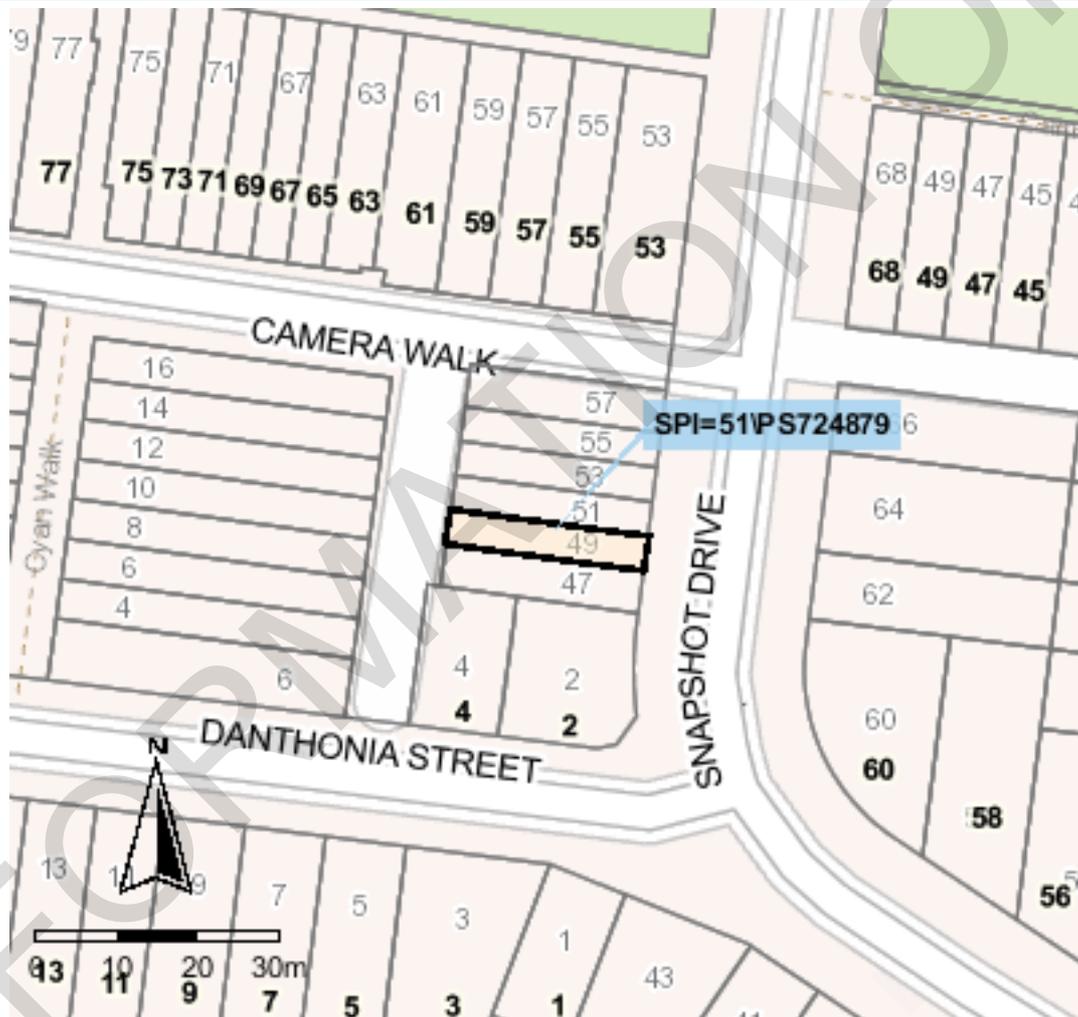
**Sonya Kilkenny**  
Minister for Planning

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

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

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

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



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

### Choose the authoritative Planning Certificate

#### Why rely on anything less?

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

### Privacy Statement

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

22nd April 2025

Melbourne Real Estate Conveyancing C/- InfoTrack (  
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	49 SNAPSHOT DRIVE COBURG NORTH 3058
<b>Applicant</b>	Melbourne Real Estate Conveyancing C/- InfoTrack ( LANDATA
<b>Information Statement</b>	30934845
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	396012

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate
- Build Over Easement

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	49 SNAPSHOT DRIVE COBURG NORTH 3058
------------------	-------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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

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

## **Melbourne Water Property Information Statement**

Property Address	49 SNAPSHOT DRIVE COBURG NORTH 3058
------------------	-------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

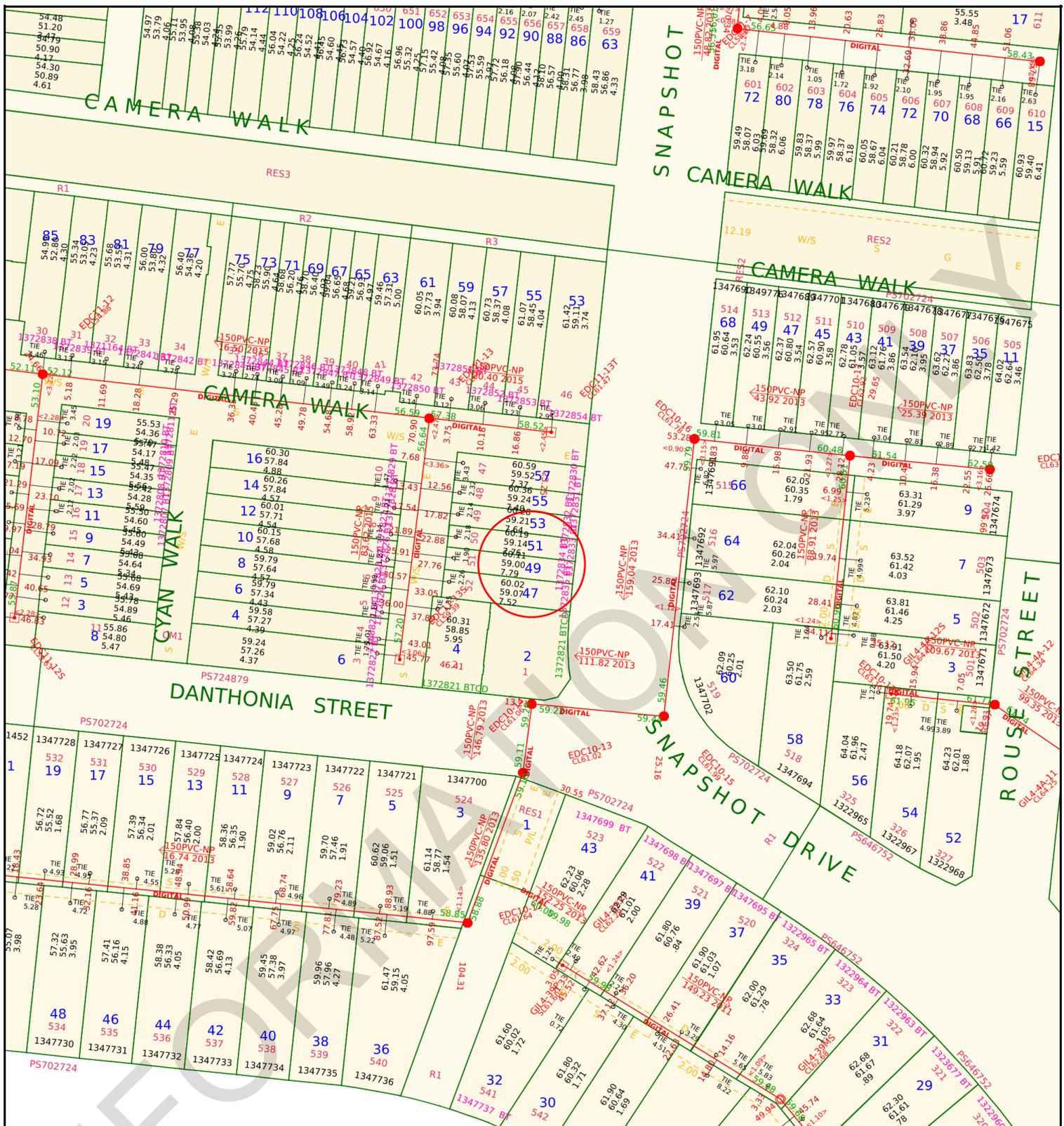
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

The applicable flood level for this property is RL 51.5 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679 7517.

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30934845**

<b>Address</b>	49 SNAPSHOT DRIVE COBURG NORTH 3058
<b>Date</b>	22/04/2025
<b>Scale</b>	1:1000



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

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

28th April 2016

**Application ID: 198706**

**CONDITIONS OF CONNECTION**

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

**Approval Detail**

**Water**

**Required Services**

Product	Qty
New Estate Connection - Drinking Water	1

**Sewer**

**Connection Or Disconnection Details**

Sewer Connection Description	PSP Number
Water & Sewer Connection	1372834

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
  - Water Industry Regulations 2006 (Vic);
  - Building Act 1993 (Vic);
  - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

### **WATER**

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

#### **METER ASSEMBLIES & POSITIONING**

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water

website ([www.yvw.com.au](http://www.yvw.com.au)) to ensure the installations meet the required standard.

## **REMOVAL OF WATER METERS**

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

## **DAMAGED OR STOLEN METERS**

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

## **SEWER**

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au).

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection branch within the property, Yarra Valley Water approves the endpoint of the YVW sewer branch to be located outside the property and raised to surface with an appropriate approved cover. The sewer branch must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer branches at the site must be cut and sealed by a Yarra Valley Water accredited live sewer contractor.

## **AMENDMENTS**

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

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

## RATES CERTIFICATE

**Account No:** 3144659291  
**Rate Certificate No:** 30934845

**Date of Issue:** 22/04/2025  
**Your Ref:** 396012

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
49 SNAPSHOT DR, COBURG NORTH VIC 3058	51\PS724879	5140164	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$191.01



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Property No:** 5140164

**Address:** 49 SNAPSHOT DR, COBURG NORTH VIC 3058

**Water Information Statement Number:** 30934845

## HOW TO PAY



**Billers Code:** 314567  
**Ref:** 31446592911

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

21st April 2016

Todd Wilkinson (Metricon Homes - Town Living)  
Metricon Homes - Town Living  
care of  
toddwilkinson@metricon.com.au

Dear Todd Wilkinson (Metricon Homes - Town Living),

**APPLICATION FOR BUILD OVER CONDITIONS**

<b>Application ID</b>	198179
<b>Property Address</b>	2 DANTHONIA STREET COBURG NORTH 3058
<b>Service Location ID</b>	5140164

Thank you for your recent application. Based on the information you have supplied, we are pleased to provide you with Build Over conditions for the above property address.

If applicable, an invoice for application fees will be forwarded to you separately.

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989. We have placed an encumbrance to this effect on the above property referencing these conditions.

Please note that our imposition of conditions does not affect the rights of any other parties over the area in question.

If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.

For additional property development information please visit [easyACCESS Land Development Hub](#).

These conditions are for the structures that you have indicated that are to be constructed, as listed below.

<b>Structures</b>
Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed)

Brick Garages & Brick Carports Greater than 10 square metres
Residential or Habitable Structure

Details of the assets covered by these conditions are shown in the attached asset plans and sewer depth and offset plan for each asset showing its size and average depth as applicable.

Please refer to the attached Build Over Easement and conditions applicable for each structure relative to asset and or easement on or near your property. The colours on the plans denote the following:

Colour Code	Interpretation	Relevant condition and requirement
Red circled area	Your property's identification on the plan	For information relative to easements and assets
Orange line	Boundary of easement	Generally cannot be built over except as specified below
Red shaded area around assets	Assets and area that cannot be built over	Cannot build within one meter of these assets except if conditions are specified below
Yellow hatched area	Area around the asset and the associated easement, taking into account one meter from the asset or the easement boundary (not shaded) whichever is the greater	Cannot be built over except if conditions are specified below
Green highlighted	Asset or easement that can be built over	Build over is subject to conditions below

The last page of these conditions provides a guide on how to interpret these plans and the application of the specific conditions.

If you have any enquiries please email us at [easyaccess@yvw.com.au](mailto:easyaccess@yvw.com.au) or visit our website <http://easyaccessknowledgehub.com/> for further information. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in black ink, appearing to read "J P Maudsley". The signature is written in a cursive style with a large initial "J".

John Maudsley

Divisional Manager, Development Services

INFORMATION ONLY

## **Conditions and definitions that apply under this consent:**

### **Land:**

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

### **Standard conditions:**

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrants that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for

any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.

7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.
8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.

**Specific conditions:**

For any residential or habitable structure in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'B' for this structure.
2. Pad footings/foundations are permitted.
3. The proposed structure cannot be built over the property connection branch. A minimum of 600 mm horizontal clearance between the proposed works / foundations and the property connection branch is required.
4. Footings / foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure.

5. Driven piles are not permitted
6. Maximum width allowed for eaves is 600 mm

For any brick garages and brick carports greater than 10 square metres in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'D' for this structure.
2. Build over of own property connection branch is not permitted where the branch is servicing more than one property
3. For structures adjacent to the property connection branch the following conditions apply
4. A minimum 600 mm horizontal clearance between the proposed works / foundations and the property connection branch.
5. Pad footings/foundations are permitted.
6. Footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
7. Driven Piles are not permitted.
8. Maximum width allowed for eaves is 600 mm
9. For structures traversing the property connection branch, the following additional conditions apply
10. Pier and beam foundations traversing the property connection branch must be a minimum of 600 mm from the property connection branch but no further away than 1 metre
11. Foundations traversing the property connection branch must maintain a minimum 600 mm vertical clearance
12. Non structural infill slab
13. Height clearance required, unless demountable. Height clearance is taken to be height of the walls
14. No plumbing fixtures, fixed storage / shelving or internal walls that restrict access are allowed within garage over property connection branch or easement

For any driveways and paving (plain concrete only) for a residential property (please note ramps over sewer mains are not permitted) in the vicinity of a property connection branch servicing the property, the following conditions apply:

1. Refer to attached plan 'F' for this structure
2. A minimum 750 mm vertical cover is to be maintained over the property connection branch
3. No additional load is to be placed on the property connection branch by the works

4. The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap located below an appropriate cover for vehicle loading where required. In driveways and paved areas set the cover flush with the concrete/paving. Works must be performed by a Yarra Valley Water accredited live sewer contractor.
5. To complete the necessary alterations you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley website [www.yvw.com.au](http://www.yvw.com.au)

Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

**Notes:**

These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

The advice in this approval letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

## How to interpret the attached plans.

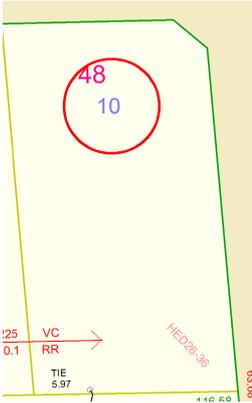
The following information will help you to interpret the build over conditions in this response. You should review this information carefully.

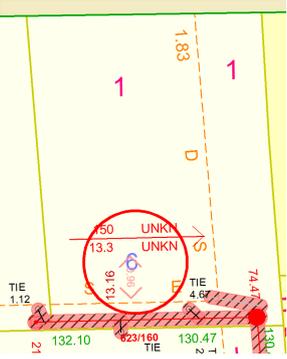
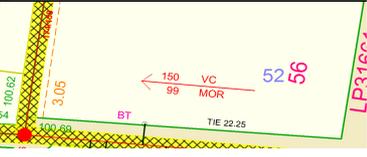
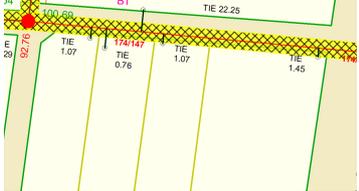
There are three types of plans provided.

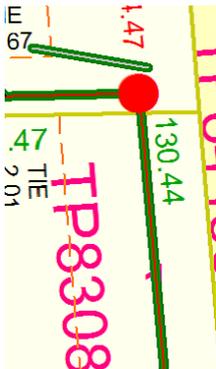
Plan Type	Purpose
Asset Plan	<p>An Asset Plan (sometimes referred to as a Property Asset Plan) shows the water supply pipes and sewer main pipes and associated infrastructure for a property and adjacent properties that are serviced by Yarra Valley Water. These pipes are referred to as 'assets'.</p>
Sewer Depth and Offset (SDO) Plan	<p>A Sewer Depth and Offset (SDO) Plan shows details of sewer main pipes and house connection branches on a property or on nearby properties. There is one of these plans for each relevant asset on or near your property and also any property connection branches.</p> <p>Details include pipe size, pipe material, average depth of sewer mains and depth to the connection point on a house connection branch as shown below.</p> <p>These details allow you to determine which conditions apply to a particular asset as conditions vary depending on the pipes material and depth.</p> <p>This is a Vitreous Clay pipe of 225 mm at an average depth of 3.13 m, less than the key depth of 3.5 meters.</p> <div data-bbox="480 1406 783 1630" style="border: 1px solid black; padding: 5px;"> <p><b>ASSET DETAILS</b></p> <p>Pipe Size: 225            Pipe Material: VC            Average Depth (m): 3.13</p> <p>Note: Offsets denoted in brackets &lt; &gt; are from the title boundary to centreline of pipe.            If pipe offset is not shown, it is unknown and will need to be proven on site.</p> </div> <p>Typical sewer types include Vitreous Clay (VC) and Concrete (CONC).</p> <p>Where a sewer type is Unknown (UNK), we assume it is Concrete and apply relevant Concrete asset conditions.</p> <p>The distance of a sewer main from the property boundary (sewer offset) is also shown on the plan when the offset information is available.</p> <p>There is a table of material types shown to the left side of each SDO Plan.</p>

Plan Type	Purpose																								
	<p><b>Abbreviation Pipe Material</b></p> <p>AC Abestos Cement            CICL Cast Iron Cement Lined            CI Cast Iron (Unlined)            CI Cast Iron (CI 75')            CU Copper Tube            GWI Galvanised Wrought Iron            MSCL Mild Steel Cement Lined            MSEL Steel Enamel Lined            MSW Mild Steel Welded            UPVC Poly Vinyl Chloride</p> <p>Particular asset types are referred to in the build over conditions. These are shown at the bottom left side of each SDO Plan to assist you in determining the conditions applicable to each asset.</p> <table border="1"> <tr> <td>Existing Title</td> <td></td> <td>Circular Access Point</td> <td></td> </tr> <tr> <td>Proposed Title</td> <td></td> <td>Offset Distance</td> <td></td> </tr> <tr> <td>Access Point Number</td> <td></td> <td>Square Manhole</td> <td></td> </tr> <tr> <td>Sewer Pipe Flow</td> <td></td> <td>End of Pipe</td> <td></td> </tr> <tr> <td>Existing Sewer</td> <td></td> <td>Maintenance Shaft</td> <td></td> </tr> <tr> <td>Change of Grade</td> <td></td> <td>Inspection Shaft</td> <td></td> </tr> </table>	Existing Title		Circular Access Point		Proposed Title		Offset Distance		Access Point Number		Square Manhole		Sewer Pipe Flow		End of Pipe		Existing Sewer		Maintenance Shaft		Change of Grade		Inspection Shaft	
Existing Title		Circular Access Point																							
Proposed Title		Offset Distance																							
Access Point Number		Square Manhole																							
Sewer Pipe Flow		End of Pipe																							
Existing Sewer		Maintenance Shaft																							
Change of Grade		Inspection Shaft																							
<p>Build Over Easement (BOE) Plans</p>	<p>Your build over conditions will reference one or more specific Plans, labelled "A" to "K" depending on the type of structure and the specific conditions.</p> <p>The plan type is referenced as "Plan F" in the example below.</p> <table border="1"> <tr> <td data-bbox="485 1285 735 1368"> <b>Yarra Valley Water</b>  <b>Buildover Plan</b>  <b>Reference: Plan F</b> </td> <td data-bbox="735 1285 1011 1317"> <b>Address</b> WHITEHORSE ROAD BLACKBURN 3130         </td> <td data-bbox="1011 1285 1161 1368" rowspan="3">               Yarra Valley Water            ABN 93 066 902 501         </td> </tr> <tr> <td data-bbox="735 1317 1011 1348"> <b>Date</b> 20/04/2013         </td> <td data-bbox="1011 1317 1161 1348"></td> </tr> <tr> <td data-bbox="735 1348 1011 1379"> <b>Scale</b> 400         </td> <td data-bbox="1011 1348 1161 1379"></td> </tr> </table> <p><small>Disclaimer: This Buildover Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.</small></p> <p>The address of the plan and the date that the BOE plan has been produced is also illustrated. Scale is provided so you can measure off the plan, in addition to the specific clearances set out in the written conditions.</p> <p>The following table sets out how each of the clearances and areas that can or cannot be built over, subject to the conditions, are shown on each Build Over Easement Plan.</p>	<b>Yarra Valley Water</b> <b>Buildover Plan</b> <b>Reference: Plan F</b>	<b>Address</b> WHITEHORSE ROAD BLACKBURN 3130	  Yarra Valley Water ABN 93 066 902 501	<b>Date</b> 20/04/2013		<b>Scale</b> 400																		
<b>Yarra Valley Water</b> <b>Buildover Plan</b> <b>Reference: Plan F</b>	<b>Address</b> WHITEHORSE ROAD BLACKBURN 3130	  Yarra Valley Water ABN 93 066 902 501																							
<b>Date</b> 20/04/2013																									
<b>Scale</b> 400																									

The following table explains how to interpret different symbols and colour coded areas represented in Build Over Easement Plans. Each colour code defines the clearances and areas that can or cannot be built over, subject to the conditions.

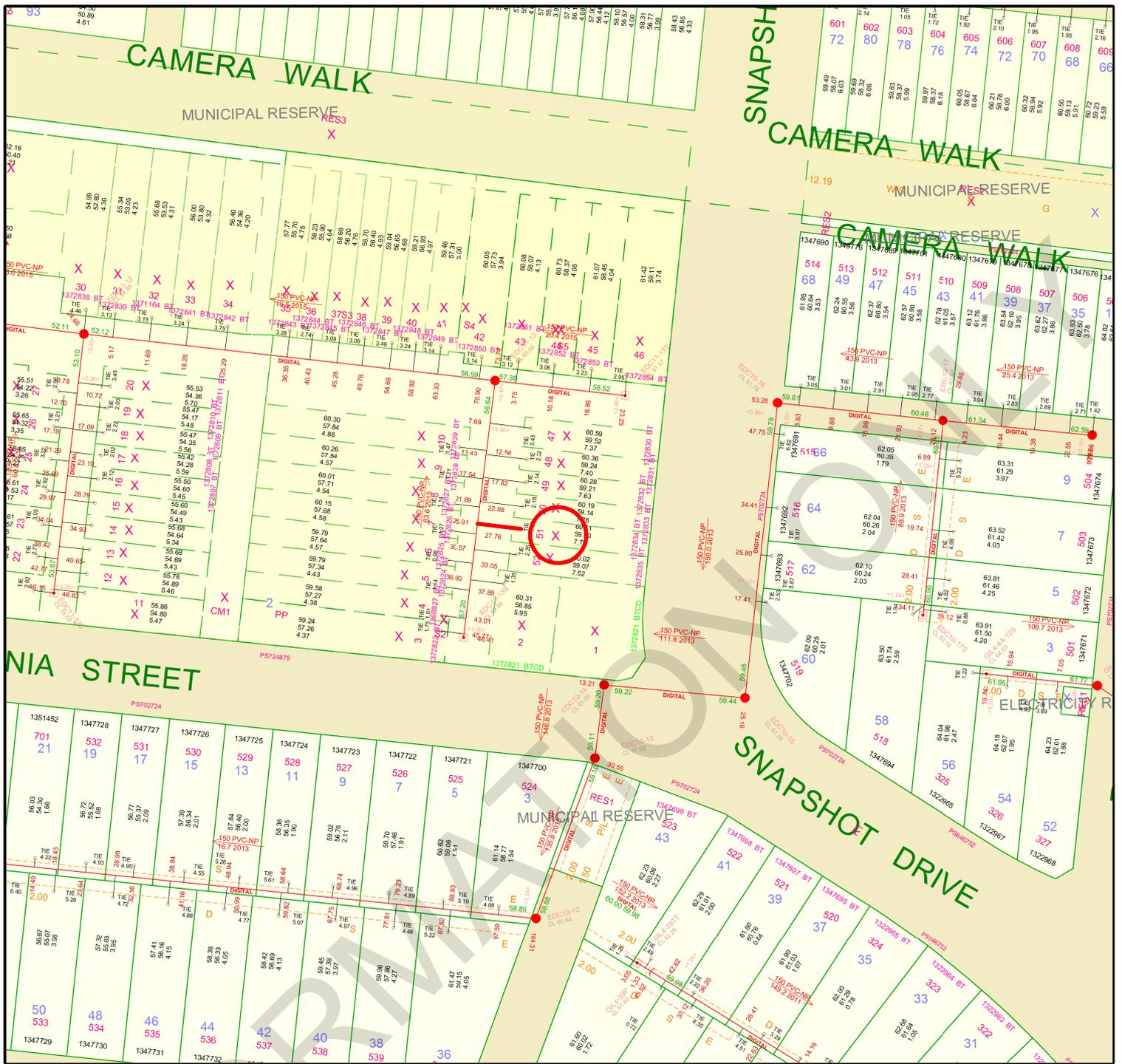
Colour Code	Interpretation	Relevant condition and requirement
Red circled area	<p>Your property's identification on the plan.</p>  <p>The circle in this case highlights '10", the number of the property in the street.</p> <p>This example is a corner block.</p>	<p>For information relative to easements and assets.</p> <p>As noted in this document these conditions and binding on the owner and successors in title of the property.</p> <p>Conditions and a copy of the attached plans are automatically recorded as an encumbrance against this property. It is provided as part of property information in Section 32 searches at the time of sale and purchase.</p>
Orange line	<p>This represents the boundary of the easement as a dotted orange line..</p>  <p>In this case two easements are shown on the property number "6" in this plan. There is one easement labelled 1.83 on the right and another with a sewer asset across the bottom of the plan.</p>	<p>Generally this area cannot be built over except as specified in the conditions related to each structure and plan type. Where assets are shaded yellow the affected area is not just the area covering the asset, but also area to the edge of the easement, whichever is greater.</p>

Colour Code	Interpretation	Relevant condition and requirement
<p>Red shaded area around assets</p> <p>Shown as <b>Condition C</b> on BOE plans</p>	<p>This represents the area and the assets that cannot be built over.</p>  <p>In this case the sewer at the bottom of the property cannot be built over.</p>  <p>In this example there are four branches near the property, including branches that service other properties.</p>	<p>Cannot build within one meter of these assets except if the conditions are specified for the structure and plan type above.</p> <p>Depending on the type of structure, this restriction can extend to property connection branches as shown below. Branches that service other properties cannot be built over in any circumstances.</p>
<p>Yellow hatched area</p> <p>Shown as <b>Condition B</b> on BOE plans</p>	<p>This is the area around the asset and the associated easement, taking into account one meter from the asset or the easement boundary (not shaded) whichever is the greater.</p>  <p>This is an example of where the restricted area is greater based on the easement boundary being wider (shown as 3.05 in the plan).</p>  <p>In this case an asset in a lane or on the boundary of a property can restrict what may be constructed.</p>	<p>Cannot be built over except if conditions are specified above.</p> <p>This can include areas not covered by an easement where an asset is within one meter of a property as shown below:</p>

Colour Code	Interpretation	Relevant condition and requirement
<p>Green highlighted asset</p> <p>Shown as <b>Condition A</b> on BOE plans</p>	<p>This is the area around an asset or easement that can be built over.</p>  <p>The asset here is shown with a green highlight and the branch with simple green line where build over is permitted. In this case the manhole remains red preventing it being built over.</p>	<p>Build over is subject to conditions set out above.</p> <p>Please note property connection branches servicing an adjoining property or multiple lots cannot be built over except if specifically allowed in above conditions for limited structures such as driveways.</p>

The following Build Over Easement plan types will be attached to this document based on the proposed structures, applicable assets and/or easements as follows:

- Plan A - General Structures
- Plan B - Residences & Habitable Structures
- Plan C - Commercial and Industrial Structures
- Plan D - General Structures
- Plan E – Excavation and Landscaping
- Plan F – Driveways and paving
- Plan G – Above ground pools, saunas, spas
- Plan H – Above ground pools, saunas, spas
- Plan I – Below ground pools and basements
- Plan J – Below ground pools, basements poles and towers
- Plan K – Utilities and Property Drains



**Yarra Valley Water  
Sewer Branch  
Asset Map**

**Address 2 DANTHONIA STREET COBURG NORTH 3058**

<b>Date</b>	21/04/2016
<b>Scale</b>	1000



Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Circular Access Point	
Proposed Title		Offset Distance	
Access Point Number		Square Manhole	
Sewer Pipe Flow		End of Pipe	
Existing Sewer		Maintenance Shaft	
Change of Grade		Inspection Shaft	
		Pump Station	
		Ventilation	

Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	PVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

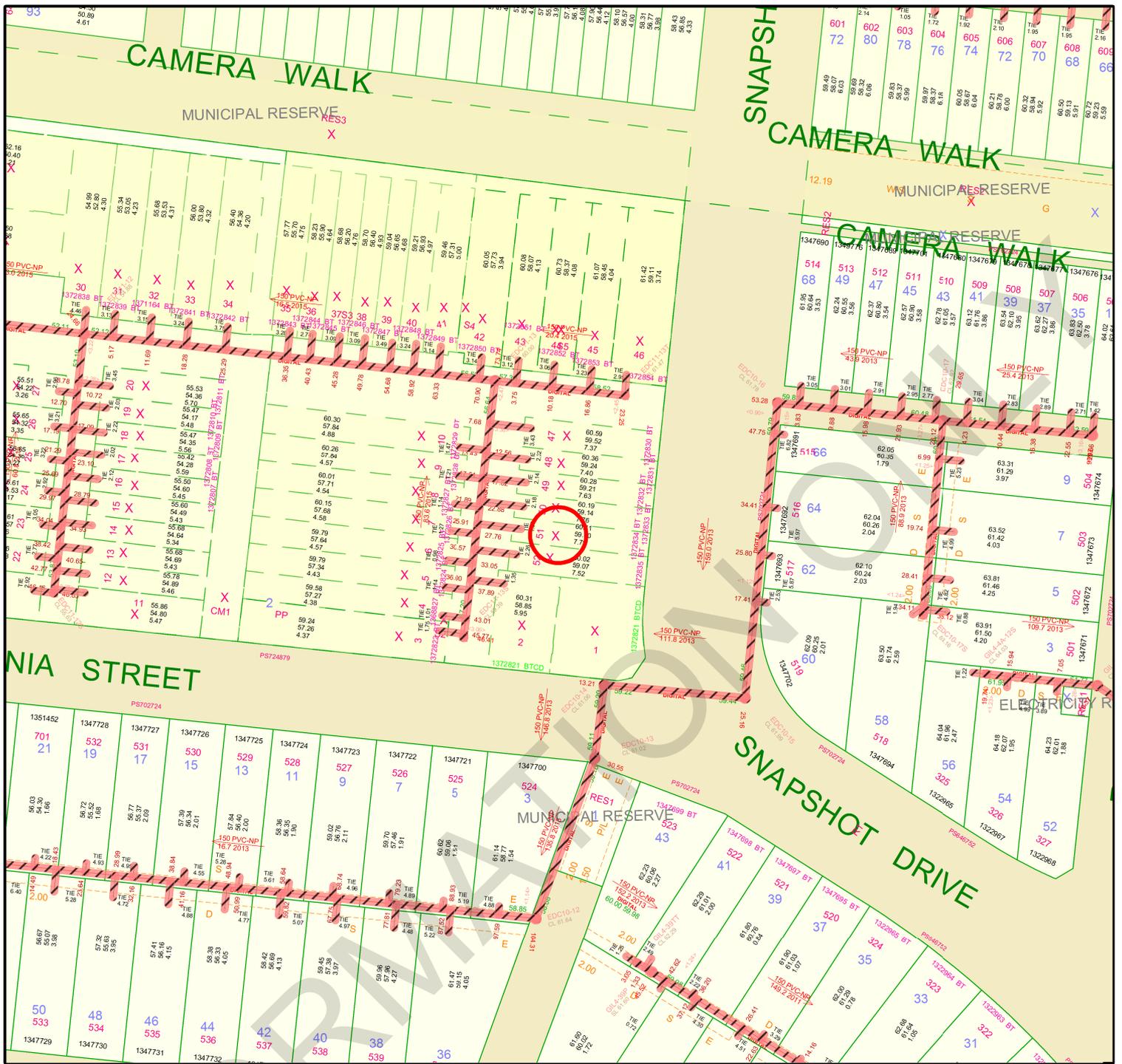
**ASSET DETAILS**

**Branch Size: 100**  
**Branch Material: PVC-NP**  
**Branch Depth (m): 1.111**  
**Branch Length(m) 7.794**

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

**YVW Ref: 5140164**





**Yarra Valley Water  
Buildover: Plan B  
Residences &  
Habitable Structures**

<b>Address</b>	2 DANTHONIA STREET COBURG NORTH 3058
<b>Date</b>	21/04/2016
<b>Scale</b>	1000



Disclaimer: This Buildover Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

ABN 93 066 902 501

Existing Title	
Proposed Title	
Access Point Number	
Sewer Pipe Flow	
Abandoned Sewer	
Existing Sewer	
Change of Grade	

Circular Access Point	
Junction	
Gas Check Manhole	
Square Manhole	
Rectangle Manhole	
Chambered Manhole	
Inspection Shaft	

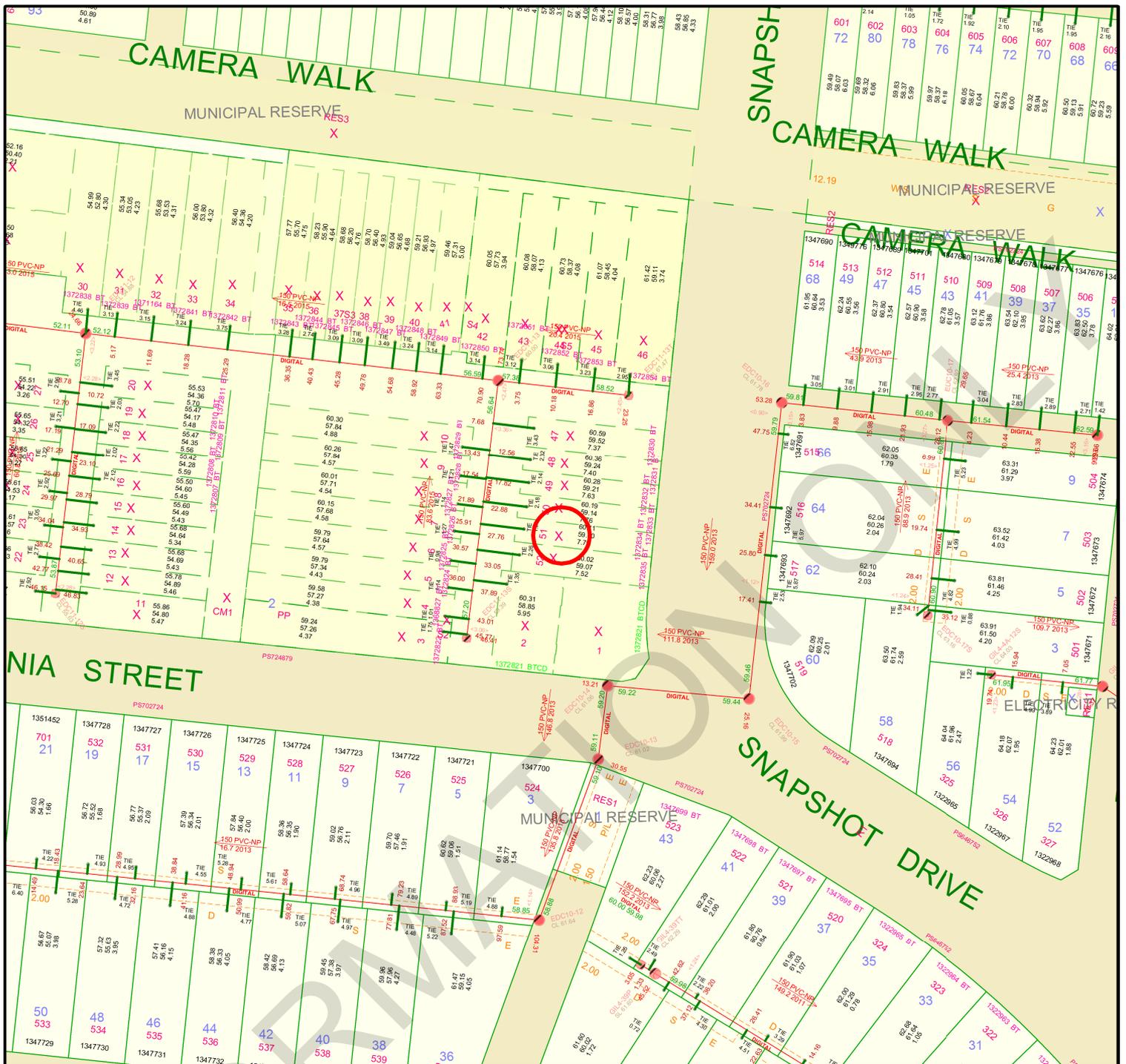
Offset Distance	
End of Pipe	
Maintenance Shaft	
Long Branch Reducer	
Pump Station	
Ventilation	

**PLAN REFERENCE CONDITION**

Condition A	Condition B	Condition C

This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.

**YVW Ref: 198179**



**Yarra Valley Water  
Buildover: Plan D  
General Structures**

**Address** 2 DANTHONIA STREET COBURG NORTH 3058

**Date** 21/04/2016

**Scale** 1000



ABN 93 066 902 501

Disclaimer: This Buildover Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

- Existing Title
- Proposed Title
- Access Point Number
- Sewer Pipe Flow
- Abandoned Sewer
- Existing Sewer
- Change of Grade

- Circular Access Point
- Junction
- Gas Check Manhole
- Square Manhole
- Rectangle Manhole
- Chambered Manhole
- Inspection Shaft

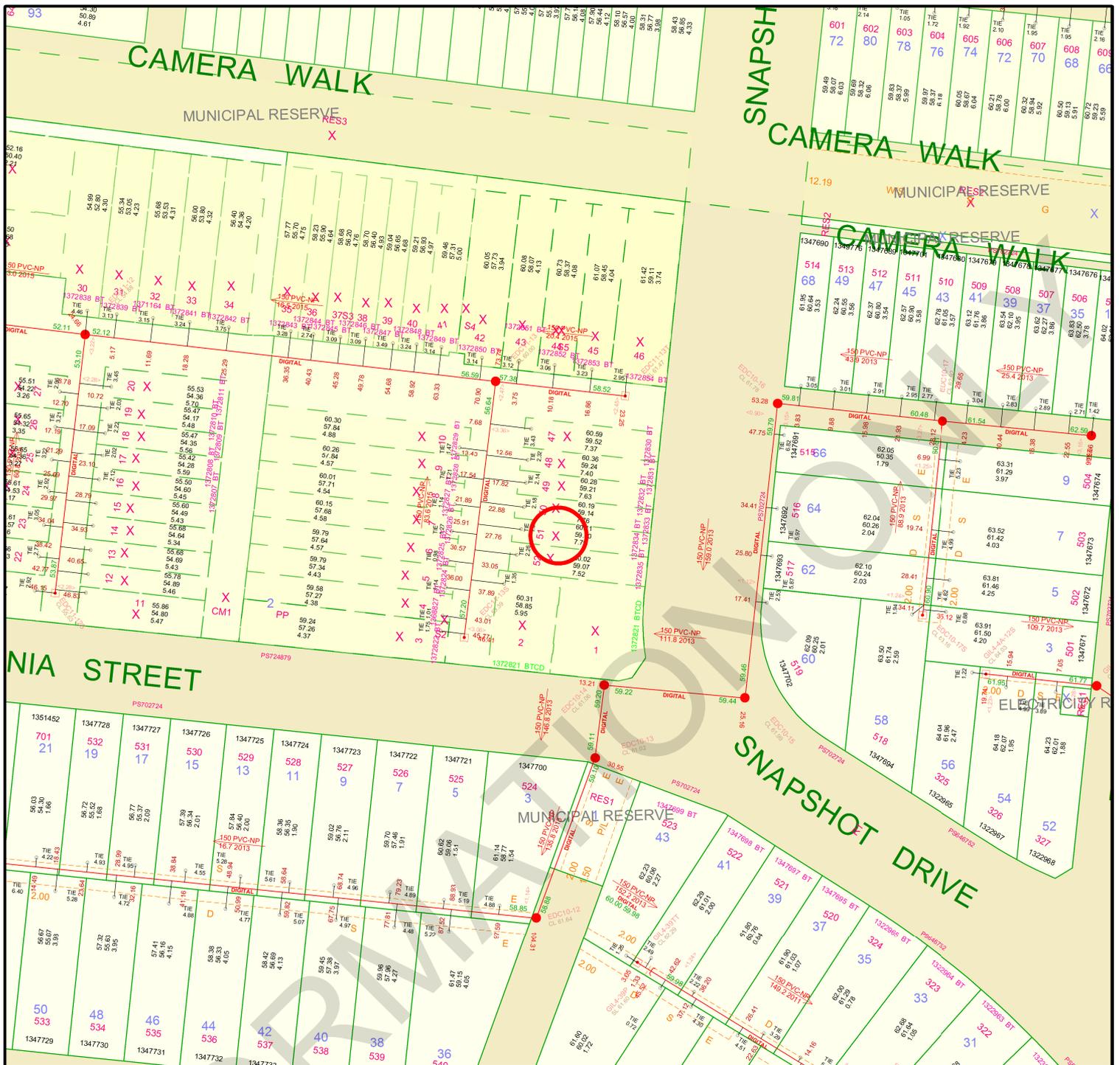
- Offset Distance
- End of Pipe
- Maintenance Shaft
- Long Branch Reducer
- Pump Station
- Ventilation

**PLAN REFERENCE CONDITION**

- Condition A
- Condition B
- Condition C

This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.

**YVW Ref: 198179**



**Yarra Valley Water  
Buildover: Plan F  
Driveways, paving, fences  
and swimming pool fences**

<b>Address</b>	2 DANTHONIA STREET COBURG NORTH 3058
<b>Date</b>	21/04/2016
<b>Scale</b>	1000



Disclaimer: This Buildover Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

ABN 93 066 902 501

Existing Title		Circular Access Point		Offset Distance	
Proposed Title		Junction		End of Pipe	
Access Point Number		Gas Check Manhole		Maintenance Shaft	
Sewer Pipe Flow		Square Manhole		Long Branch Reducer	
Abandoned Sewer		Rectangle Manhole		Pump Station	
Existing Sewer		Chambered Manhole		Ventilation	
Change of Grade		Inspection Shaft			

**PLAN REFERENCE CONDITION**

Condition A	Condition B	Condition C

This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.

**YVW Ref: 198179**

# Property Clearance Certificate

## Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

<b>Your Reference:</b>	25/3327JK
<b>Certificate No:</b>	89623895
<b>Issue Date:</b>	22 APR 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 49 SNAPSHOT DRIVE COBURG NORTH VIC 3058

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43790751	51	724879	11858	244	\$1,577.26

**Vendor:** NICHOLAS PETER SARBIN  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
NICHOLAS PETER SARBIN	2025	\$380,000	\$1,577.26	\$0.00	\$1,577.26

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

  
**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$610,000
SITE VALUE (SV):	\$380,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$1,577.26</b>

# Notes to Certificate - Land Tax

Certificate No: 89623895

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,590.00

Taxable Value = \$380,000

Calculated as \$1,350 plus ( \$380,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,100.00

Taxable Value = \$610,000

Calculated as \$610,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 89623895

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 89623895

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 25/3327JK

Certificate No: 89623895

Issue Date: 22 APR 2025

Enquires: ESYSPROD

Land Address: 49 SNAPSHOT DRIVE COBURG NORTH VIC 3058

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43790751	51	724879	11858	244	\$0.00

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

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$610,000
SITE VALUE:	\$380,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 89623895

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	25/3327JK
Certificate No:	89623895
Issue Date:	22 APR 2025

**Land Address:** 49 SNAPSHOT DRIVE COBURG NORTH VIC 3058

Lot	Plan	Volume	Folio
51	724879	11858	244

**Vendor:** NICHOLAS PETER SARBIN  
**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

INFORMATION ONLY

# Notes to Certificate - Windfall Gains Tax

Certificate No: 89623895

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 89623896

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 89623896

### Visa or Mastercard

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

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

### Important payment information

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

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

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 09 May 2025 11:38 AM

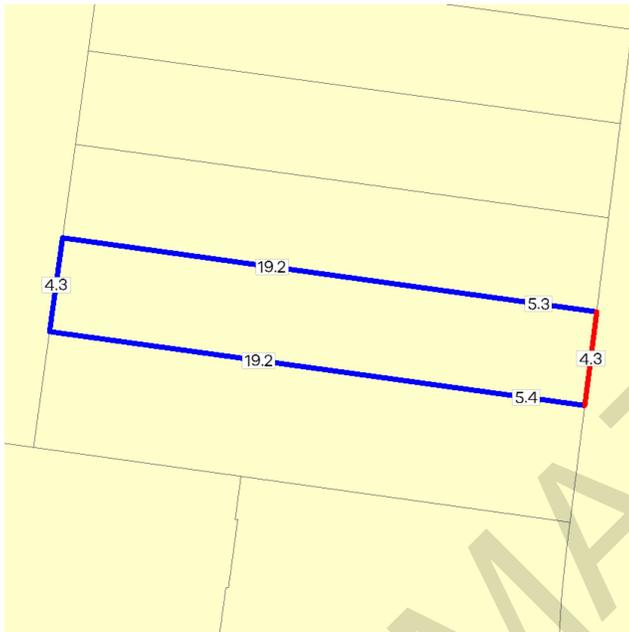
## PROPERTY DETAILS

Address: **49 SNAPSHOT DRIVE COBURG NORTH 3058**  
Lot and Plan Number: **Lot 51 PS724879**  
Standard Parcel Identifier (SPI): **51\PS724879**  
Local Government Area (Council): **MERRI-BEK**  
Council Property Number: **1000043593**  
Directory Reference: **Melway 18 B9**

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

## SITE DIMENSIONS

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



**Area:** 105 sq. m

**Perimeter:** 58 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **PASCOE VALE**

## PLANNING INFORMATION

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

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

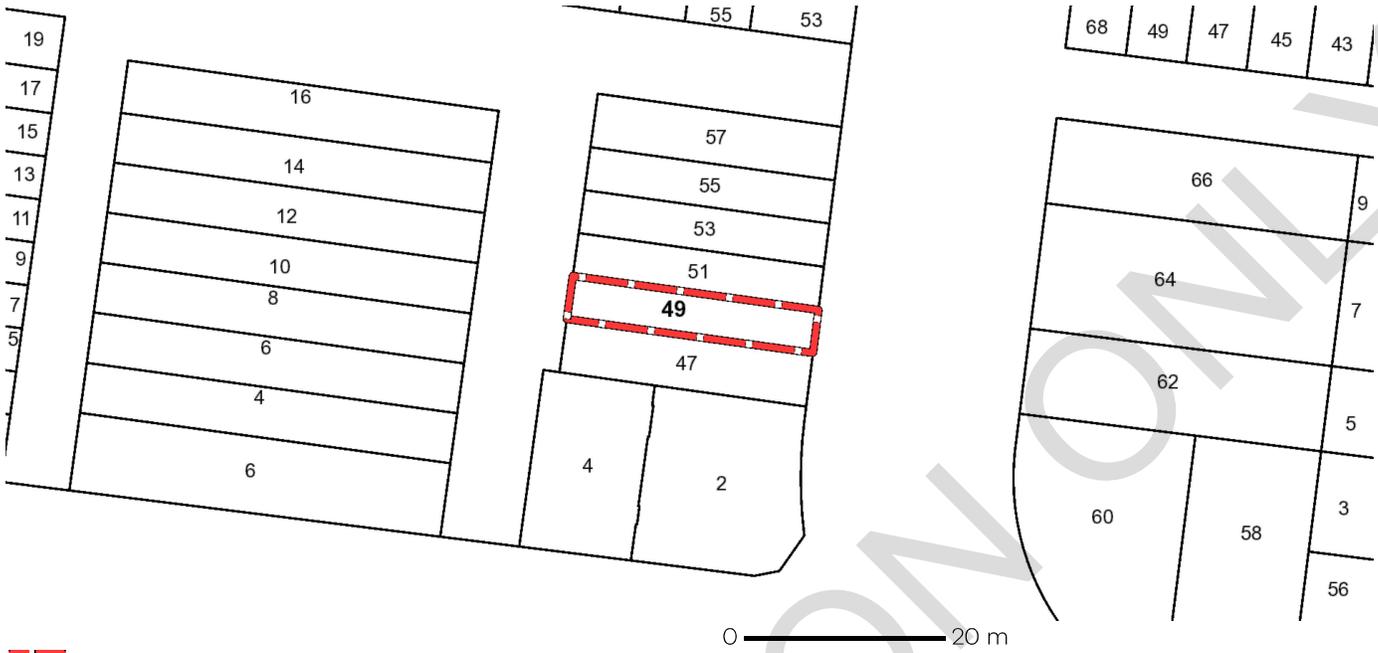
Planning Property Reports can be found via these two links

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

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

# PROPERTY REPORT

## Area Map



 Selected Property

# PLANNING PROPERTY REPORT



Department of Transport and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 09 May 2025 11:38 AM

## PROPERTY DETAILS

Address: **49 SNAPSHOT DRIVE COBURG NORTH 3058**  
Lot and Plan Number: **Lot 51 PS724879**  
Standard Parcel Identifier (SPI): **51\PS724879**  
Local Government Area (Council): **MERRI-BEK**  
Council Property Number: **1000043593**  
Planning Scheme: **Moreland**  
Directory Reference: **Melway 18 B9**

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

[Planning Scheme - Moreland](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **PASCOE VALE**

## OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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

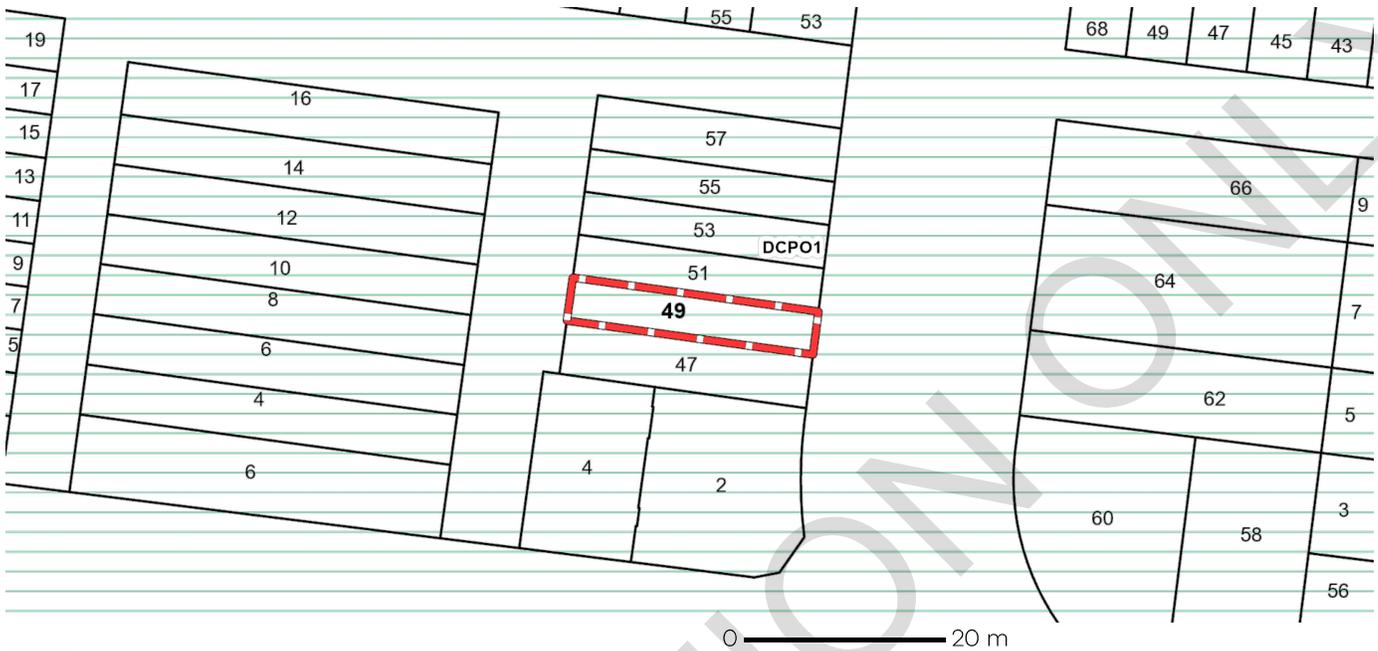


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)

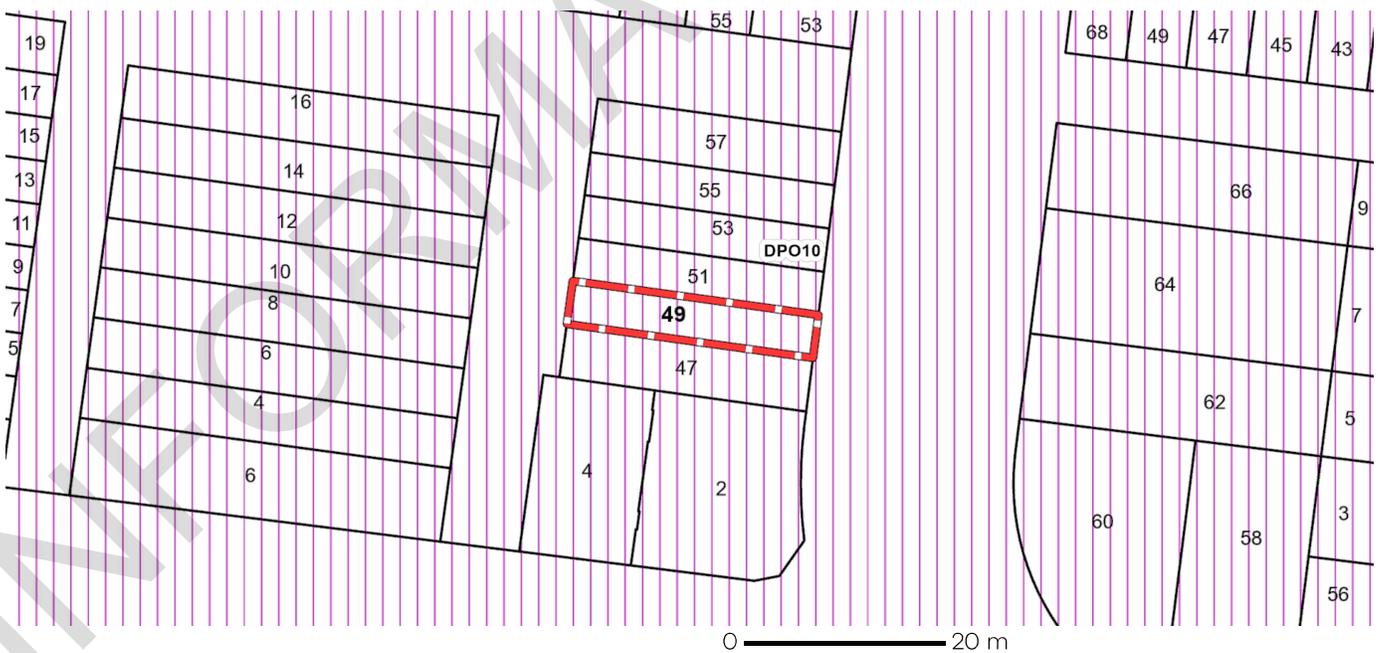


**DCPO - Development Contributions Plan Overlay**

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

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 10 \(DPO10\)](#)



**DPO - Development Plan Overlay**

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

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

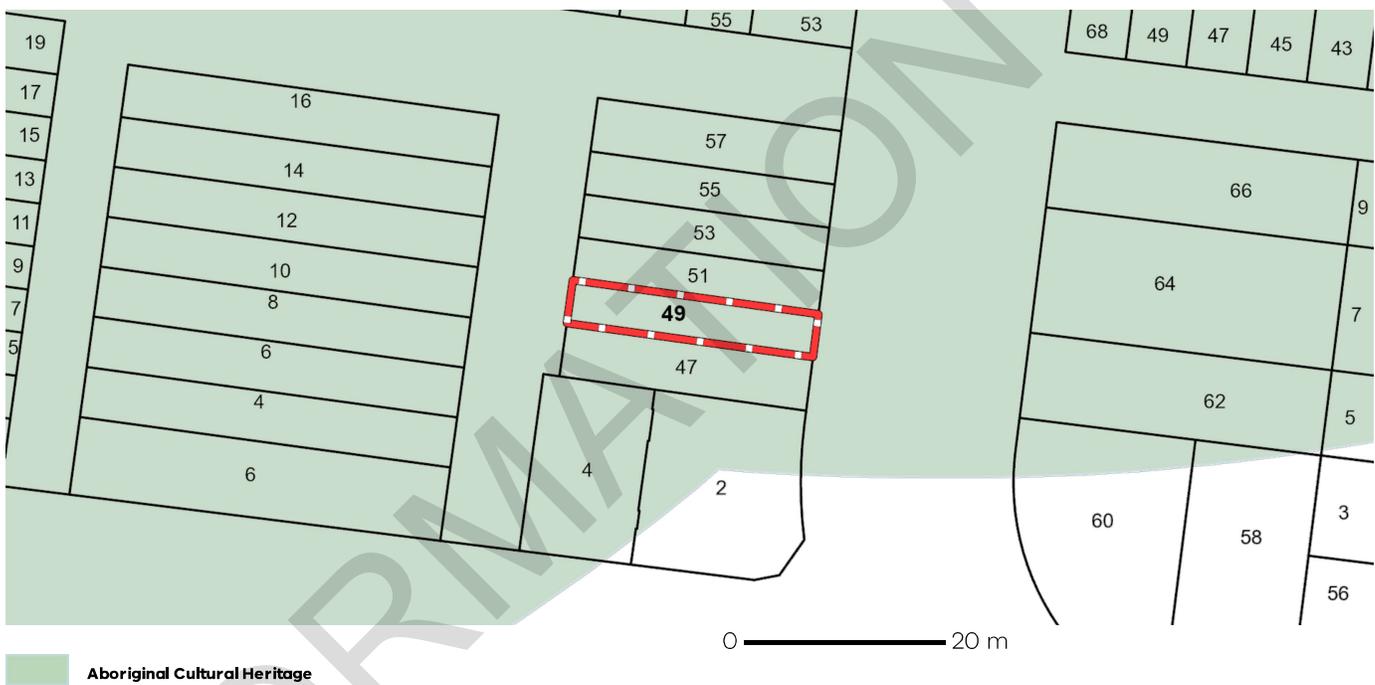
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.gov.vic.gov.au/govQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 08 May 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

## Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)



requires this.

For any document to be executed under the common seal of the owners corporation, the sealing clause must comply with the requirements of section 21 of the Owners Corporations Act 2006.

Any document which makes incorrect reference to body corporate when owners corporation is appropriate, or has a sealing clause which does not meet the requirements of section 21 of the Owners Corporation Act 2006 will be returned to the party forwarding the document for correction.

#### Assignment or Transfer of Interest in a Lease, Licence or Special Privilege

Parties who seek to assign the interest in a lease, licence or special privilege to common property granted by the owners corporation in conjunction with the sale of a lot must take note of the following and ensure that all required matters are properly completed.

It is the responsibility of the vendor:

- to produce the lease, licence or special privilege and any antecedent assignment required by the covenants of the agreement; and
- to provide to the purchaser the documentation which the parties intend to rely upon in seeking to transfer any right under a lease, licence or special privilege.

The vendor and purchaser will agree as to the whether the vendor or purchaser will prepare any required the documentation necessary to effect assignment or transfer of the rights.

Any document or deed of assignment or transfer which is to be executed by the owners corporation is required to be sealed pursuant to section 20 of the Owners Corporations Act 2006. This may necessitate a committee meeting is convened or a postal ballot pursuant to Part 4 of Division 5 of the Owners Corporations Act 2006 is conducted in order to approve the transfer and execution of documents. In order to allow sufficient time to seek the necessary consent of the owners corporation, at least 20 working days must be allowed for approval of documents. The approval of any assignment or transfer is by the owners corporation and not by Victoria Body Corporate Services Pty Ltd. If the owners corporation wishes to seek legal advice regarding the assignment or transfer of a lease, licence or special privilege this may extend the time required.

If any required prior assignment or transfer has not been undertaken and the chain of assignment to the current claimant of the grant is not completed, it is the responsibility of the vendor and/or purchaser to determine if the failure to complete antecedent assignments or transfers can be rectified in accordance with the terms of the grant and then take such steps as are necessary to satisfy the requirements of the agreement and owners corporation.

If an assignment or transfer has not been made, the terms of the grant may determine that the agreement has been extinguished on that failure and thus the right comprehended by the original grant cannot be transferred. If the vendor or purchaser wish to re-enliven the rights previously granted, it will be necessary to comply with section 14 of the Owners Corporations Act 2006 which requires that the owners corporation approve the grant by passing a special resolution.

The cost of any work associated with the assignment of a lease or licence, including file searches, is not included in the fee for the provision of an owners corporation certificate and will be charged at our current professional rates. This will include seeking the approval of the committee or owners corporation by way of general meeting, committee meeting or postal ballot for the approval of the execution of any assignment documents by the owners corporation.

It is the obligation of the vendor to ensure that the purchaser is aware of these conditions and this should be done by providing a copy of this document to the purchaser as this office does not provide separate advice unless an owners corporation certificate is sought. The failure of the vendor to provide this advice will not alter the obligation of the purchaser to comply with the above.

Yours faithfully  
VICTORIA BODY CORPORATE SERVICES PTY LTD

A handwritten signature in black ink, consisting of a stylized 'J' followed by a horizontal line and a loop.

Direct Telephone (03) 8531 8100  
Direct Email : [certificates@smartercommunities.com.au](mailto:certificates@smartercommunities.com.au)

Issued on behalf of Owners Corporation Plan Number PS724879M  
by its manager, Victoria Body Corporate Services Pty Ltd.

INFORMATION ONLY

**OWNERS CORPORATIONS CERTIFICATE**  
**Owners Corporations Act 2006 (Section 151)**  
**Owners Corporations Regulations 2007 (Regulation 11)**

Owners Corporation    SPECTRUM WAY  
 Spectrum Way Coburg North VIC 3058

Plan Number:    724879M

Vendor                    Mr N Sarbin  
 Reference

This certificate is issued for Lot 51            on Plan Number 724879M                    Lot Liability 10.00            Lot Entitlement 10.0000  
 the postal address of which is: 49 Snapshot Drive, Coburg North VIC 3058

1            Section 151(4)(a)(i)&(ii)    Regulation 16(a)

The current fees for Administration Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/01/25 to 31/03/25	478.03	01/01/25	26/11/24	22/11/24
01/04/25 to 30/06/25	552.59	01/04/25	19/02/25	18/02/25
01/07/25 to 30/09/25	552.59	01/07/25		
01/10/25 to 31/12/25	552.59	01/10/25		
01/01/26****31/03/26	533.95	01/01/26		
01/04/26****30/06/26	533.95	01/04/26		
01/07/26****30/09/26	533.95	01/07/26		
01/10/26****31/12/26	533.95	01/10/26		

Regulation 16(b)

The Administration Fund fees are paid up until 30/06/25  
 Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii)    Regulation 16(c)  
 Unpaid Administration Fund Fees  
 (Credit shown with -)

Nil

2            The current fees for Maintenance Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/01/25 to 31/03/25	10.00	01/01/25	26/11/24	22/11/24
01/04/25 to 30/06/25	10.00	01/04/25	19/02/25	18/02/25
01/07/25 to 30/09/25	10.90	01/07/25		
01/10/25 to 31/12/25	10.90	01/10/25		
01/01/26****31/03/26	10.45	01/01/26		
01/04/26****30/06/26	10.45	01/04/26		
01/07/26****30/09/26	10.45	01/07/26		
01/10/26****31/12/26	10.45	01/10/26		

Regulation 16(b)

The Maintenance Fund fees are paid up until 30/06/25  
 Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii)    Regulation 16(c)  
 Unpaid Maintenance Fund Fees  
 (Credit shown with -)

Nil

3            Regulation 11(d) Administration Fund

The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date
-------------	--------	----------	-----------	-------------

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees  
 (Credit shown with -)

Nil

4            Regulation 16(d) Maintenance Fund

The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date
-------------	--------	----------	-----------	-------------

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 51

On

Plan Number

724879M

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees  
(Credit shown with -)

Nil

5 Section 151(4)(a)(iii) Other amounts owing  
Purpose

Fund

Amount

Due Date

Amount Unpaid

Interest Rate: 10.00

Interest to Certificate Date: Nil

Daily Interest Accruing:

Nil

1 to 5 Section 151(4)(a)(iii) Regulation 11(c) Summary of Amounts unpaid

Annual Fees

Nil

Special Fees

Nil

Other Payments

Nil

Interest

Nil

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$0.00)

Nil

6 Section 151(4)(a)(v) Regulation 11(e)

The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:

Nil

7 Section 151(4)(a)(iv) Regulation 11(f)

The owners corporation has the following insurance cover:

INSURANCE DETAILS  
SPECTRUM WAY

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
<b>APPEAL EXPENSES WHS</b> CHU	HU0000009088 COVERFORCE AUGHTERSONS PTY LTD	100,000.00	28/02/26	28/02/25	
<b>BUILDING</b> CHU	HU0000009088 COVERFORCE AUGHTERSONS PTY LTD	27,702,796.00	28/02/26	28/02/25	48,985.00
<b>CONTENTS</b> CHU	HU0000009088 COVERFORCE AUGHTERSONS PTY LTD	100,000.00	28/02/26	28/02/25	
<b>FIDELITY GUARANTEE</b> CHU	HU0000009088 COVERFORCE AUGHTERSONS PTY LTD	250,000.00	28/02/26	28/02/25	
<b>FLOOD</b> CHU	HU0000009088 COVERFORCE AUGHTERSONS PTY LTD	Included	28/02/26	28/02/25	
<b>GOVERNMENT AUDIT</b> CHU	HU0000009088 COVERFORCE AUGHTERSONS PTY LTD	25,000.00	28/02/26	28/02/25	
<b>LEGAL DEFENCE</b> CHU	HU0000009088 COVERFORCE AUGHTERSONS PTY LTD	50,000.00	28/02/26	28/02/25	
<b>LOSS RENT/TEMP ACCOM</b> CHU	HU0000009088 COVERFORCE AUGHTERSONS PTY LTD	4,155,419.00	28/02/26	28/02/25	
<b>LOT OWNERS FIXTURES</b> CHU	HU0000009088 COVERFORCE AUGHTERSONS PTY LTD	250,000 (per lot)	28/02/26	28/02/25	
<b>OFFICE BEARER</b> CHU	HU0000009088 COVERFORCE AUGHTERSONS PTY LTD	5,000,000.00	28/02/26	28/02/25	
<b>PUBLIC LIABILITY</b> CHU	HU0000009088 COVERFORCE AUGHTERSONS PTY LTD	30,000,000.00	28/02/26	28/02/25	
<b>VOLUNTARY WORKERS</b> CHU	HU0000009088 COVERFORCE AUGHTERSONS PTY LTD	200,000.00	28/02/26	28/02/25	

Victoria  
**OWNERS CORPORATIONS CERTIFICATE (Continued)**

Lot 51

On

Plan Number

724879M

- 8 Section 151(4)(a)(v) Regulation 11(g)  
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act.  
have not
- 9 Section 151(4)(a)(vi) Regulation 11(h)  
Total funds held by owners corporation (including any investment accounts): \$27,867.41
- 10 Section 151(4)(a)(vii) Regulation 11(i)  
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following:  
A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.  
  
THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDED 31/12/24 AT WHICH TIME THERE WAS A DEFICIT. AN ACCOUNT MAY BE ISSUED TO EXTINGUISH SUCH DEFICIT AND A DEFICIT IF ANY FOR THE FINANCIAL YEAR ENDING 31/12/2025.
- 11 Section 151(4)(a)(viii) Regulation 11(j)  
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following:  
FOR CONTRACTS REFER BELOW.  
  
VBCS MANAGEMENT AGREEMENT  
SERVICE AGREEMENT FOR GARDEN
- 12 Section 151(4)(a)(ix) Regulation 11(k)  
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following:  
Nil
- 13 Section 151(4)(a)(x) Regulation 11(l)  
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following:  
Nil
- 14 Section 151(4)(a)(xi) Regulation 11(m)  
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following:  
Nil
- 15 Section 151(4)(a)(xii) Regulation 11(n)  
The owners corporation has resolved to appoint a manager, being:  
VBCS PTY LTD Locked Bag 1291 Port Melbourne VIC 3207  
Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email: hcook@vbcs.com.au
- 16 Section 151(4)(a)(xiii) Regulation 11(o)  
No proposal has been made for the appointment of an administrator except as follows:  
Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 51

On

Plan Number

724879M

- 17 Section 151(4)(b)(i)  
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)  
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii)  
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)  
Other documents of a prescribed kind:  
Nil
- 21 Section 151(4)(b)(v)  
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
- 22 Other Matters  
FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.  
  
RULES APPLY (ATTACHED)

Dated: 08/05/2025

Owners Corporation Manager  
Holly Cook

# Plan of Subdivision No. PS724879M

ABN 53 118 792 017

## STATEMENT

Mr N Sarbin  
49 Snapshot Drive  
COBURG NORTH VIC 3058

Transfer Date:  
21/12/20

Statement Period			
01 Jan 24 to 08 May 25			
A/c No	51	Lot No	51
Page Number	1 of 2	Unit No	49SNA

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward			382.60	-382.60
01/01/24	Admin Fund	01/01/24 To 31/03/24	I0001299	372.60		-10.00
01/01/24	Maintenance Fund	01/01/24 To 31/03/24	I0001351	10.00		0.00
23/02/24	Admin Fund	01/04/24 To 30/06/24	I0001403	372.60		372.60
23/02/24	Maintenance Fund	01/04/24 To 30/06/24	I0001455	10.00		382.60
26/02/24	Receipt	Admin Fund	R0000662		372.60	10.00
26/02/24	Receipt	Maintenance Fund	RA000662		10.00	0.00
24/05/24	Admin Fund	01/07/24 To 30/09/24	I0001507	372.60		372.60
24/05/24	Maintenance Fund	01/07/24 To 30/09/24	I0001559	10.00		382.60
27/05/24	Receipt	Admin Fund	R0000712		372.60	10.00
27/05/24	Receipt	Maintenance Fund	RA000712		10.00	0.00
30/08/24	Admin Fund	01/10/24 To 31/12/24	I0001611	478.03		478.03
30/08/24	Maintenance Fund	01/10/24 To 31/12/24	I0001663	10.00		488.03
05/09/24	Receipt	Admin Fund	R0000773		478.03	10.00
05/09/24	Receipt	Maintenance Fund	RA000773		10.00	0.00
22/11/24	Admin Fund	01/01/25 To 31/03/25	I0001715	478.03		478.03
22/11/24	Maintenance Fund	01/01/25 To 31/03/25	I0001767	10.00		488.03
26/11/24	Receipt	Admin Fund	R0000820		478.03	10.00
<b>More details on next page...</b>				<b>\$2,123.86</b>	<b>\$2,113.86</b>	<b>\$10.00</b>
Over 90 Days	90 Days	60 Days	30 Days	Current	<b>BALANCE DUE: Nil</b>	
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid

### STRATAPAY



Tel: 1300 552 311  
Ref: 1550 7010 2

Telephone: Call this number to pay by credit card. International +613 8648 0158

VISA



[www.stratamax.com.au](http://www.stratamax.com.au)  
Ref: 1550 7010 2

Internet: Visit this website to make a secure credit card payment over the internet.



[www.stratapay.com/ddr](http://www.stratapay.com/ddr)  
Ref: 1550 7010 2

Direct Debit: Make auto payments directly from your nominated bank account or credit card.



All payments made through StrataPay payment options are subject to User Terms and Conditions available at [www.stratapay.com](http://www.stratapay.com) or by calling 1300 135 610 or email [info@stratapay.com](mailto:info@stratapay.com). By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.



Bill Code: 96503  
Ref: 257110841 1000 0000 515

BPay: Contact your participating financial institution to make a payment from your cheque or savings account.



In Person: Pay in-store at Australia Post by cheque or EFTPOS  
All cheques must be made payable to: OCP 724879

SPECTRUM WAY

LOT/UNIT

Lot 51/ Unit 49SNA

STRATAPAY REFERENCE NO.

1550 7010 2

DUE DATE

SPECTRUM WAY

MANAGED BY

VBCS PTY LTD

AMOUNT

**\$0.00**



\*496 257110841 10000000515

## Plan of Subdivision No. PS724879M

### STATEMENT

--

<p>Mr N Sarbin 49 Snapshot Drive COBURG NORTH VIC 3058</p>
--

Statement Period			
01 Jan 24 to 08 May 25			
A/c No	51	Lot No	51
Page Number	2 of 2		

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		2,123.86	2,113.86	10.00
26/11/24	Receipt	Maintenance Fund	RA000820		10.00	0.00
18/02/25	Admin Fund	01/04/25 To 30/06/25	I0001819	552.59		552.59
18/02/25	Maintenance Fund	01/04/25 To 30/06/25	I0001871	10.00		562.59
19/02/25	Receipt	Admin Fund	R0000870		552.59	10.00
19/02/25	Receipt	Maintenance Fund	RA000870		10.00	0.00
				\$2,686.45	\$2,686.45	Nil



# **INTERIM DECISIONS MINUTES OF ANNUAL GENERAL MEETING**

**OWNERS CORPORATION PLAN NO. 724879  
AT SPECTRUM WAY, COBURG NORTH, VIC 3058**

**Prepared by: Holly Cook  
Phone: 8531 8100  
Email: [hcook@vbcs.com.au](mailto:hcook@vbcs.com.au)  
Date of Meeting: 6 March 2025**

# INTERIM DECISIONS MINUTES OF ANNUAL GENERAL MEETING

**Owners Corporation Plan No:** 724879  
**Address:** SPECTRUM WAY, COBURG NORTH, VIC 3058  
**Held:** Microsoft Teams Video / Phone Conference  
**Date:** 6 March 2025 at 5:30 PM

**PRESENT:**

<u>Name</u>	<u>Lot</u>
Jacqueline Louise Steel & Mr Michael Anthony Jordan	1
Vera Romanin	8
Alexia Georgi Smileski	12
Susan Maree Paten	40
Angus Colin David Duncan & Claire Bridget Butler	44

**PRESENT BY PROXY:**

<u>Proxy Name</u>	<u>Unit</u>
Vera Romanin was appointed as proxy for Michael Kristian Romanin	8

**APOLOGIES:** Vito Fisticchia 32

**IN ATTENDANCE:** Holly Cook, Victoria Body Corporate Services

<b>Motion 1.</b>	<b>Chairperson for the Meeting</b>	<b>Ordinary Resolution</b>
<b>IT WAS RESOLVED THAT</b> Holly Cook be appointed to act as the Chairperson of the Meeting.		

<b>Motion 2.</b>	<b>Minutes</b>	<b>Ordinary Resolution</b>
<b>IT WAS RESOLVED THAT</b> the Minutes of the previous Annual General Meeting held on 20/06/2024 be confirmed as a true and accurate account of proceedings at that Meeting.		

<b>Motion 3.</b>	<b>Financial Statements &amp; Position</b>	<b>Ordinary Resolution</b>
<b>IT WAS RESOLVED THAT</b> the Statement of Financial Performance and the Statement of Financial Position prepared by Victoria Body Corporate Services Pty Ltd for the period ending 31/12/2024 be adopted.		

<b>Motion 4.</b>	<b>Annual Budget &amp; Contributions</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> pursuant to Section 23 of the <i>Owners Corporations Act 2006</i>, the Owners Corporation adopts the Proposed Budget for the period 01/01/2025 to 31/12/2025 (circulated with the notice of this meeting) and adopts amounts be raised to meet the anticipated expenses for the current financial year of the Owners Corporation as follows:</p> <p>Administrative Fund: \$111,062.00  Maintenance Fund: \$2,173.60</p> <p>This Fund is to remain in force until the next Annual General Meeting.</p> <p><b>IT WAS RESOLVED</b> to adopt the 10-year maintenance plan prepared by Solutions In Engineering as created October 2024. [attached to the minutes]</p> <p><b>FURTHER</b>, the Owners Corporation acknowledges the recommendation from VBCS that the Administration Fund be set in accordance with the amounts contained in the notice of the meeting, which was proposed to meet the anticipated running expenses for the financial year. Should the Owners Corporation's funds not be sufficient to meet incoming expenses, the Manager is authorised to convene a special general meeting (at additional cost to the Owners Corporation) to raise a special levy.</p>		

<b>Motion 5.</b>	<b>Fees Due - Administration Fund</b>	<b>Ordinary Resolution</b>				
<p><b>IT WAS RESOLVED THAT</b> pursuant to Section 31 of the <i>Owners Corporations Act 2006</i> the Manager will issue Administration Fund fee notices in accordance with the following schedule:</p>						
<b>Administration Fund</b>						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
Already Issued	Current	1 Jan 2025	31 Mar 2025	1 Jan 2025	\$24,857.56	\$47.80300
Already Issued	Current	1 Apr 2025	30 Jun 2025	1 Apr 2025	\$28,734.68	\$55.25925
To be Issued	Current	1 Jul 2025	30 Sep 2025	1 Jul 2025	\$28,734.68	\$55.25925
To be Issued	Current	1 Oct 2025	31 Dec 2025	1 Oct 2025	\$28,734.68	\$55.25925
<b>Total</b>		1 Jan 2025	31 Dec 2025		<b>\$111,062.00</b>	<b>\$213.58077</b>
<b>Interim Periods</b>						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
To be Issued	Next	1 Jan 2026	31 Mar 2026	1 Jan 2026	\$27,765.40	\$53.39519
<b>Total</b>		1 Jan 2026	31 Mar 2026		<b>\$27,765.40</b>	<b>\$53.39519</b>

<b>Motion 6.</b>	<b>Fees Due - Maintenance / Sinking Fund</b>	<b>Ordinary Resolution</b>
------------------	--	----------------------------

**IT WAS RESOLVED THAT** pursuant to Section 31 of the *Owners Corporations Act 2006* the Manager will issue Maintenance / Sinking Fund fee notices in accordance with the following schedule:

**Maintenance / Sinking Fund**

<b>Levy Status</b>	<b>Financial Period</b>	<b>Period From</b>	<b>Period To</b>	<b>Due</b>	<b>Maintenance Fund</b>	<b>Per Lot Liability</b>
Already Issued	Current	1 Jan 2025	31 Mar 2025	1 Jan 2025	\$520.00	\$1.00000
Already Issued	Current	1 Apr 2025	30 Jun 2025	1 Apr 2025	\$520.00	\$1.00000
To be Issued	Current	1 Jul 2025	30 Sep 2025	1 Jul 2025	\$566.80	\$1.09000
To be Issued	Current	1 Oct 2025	31 Dec 2025	1 Oct 2025	\$566.80	\$1.09000
<b>Total</b>		1 Jan 2025	31 Dec 2025		<b>\$2,173.60</b>	<b>\$4.18000</b>

**Interim Periods**

<b>Levy Status</b>	<b>Financial Period</b>	<b>Period From</b>	<b>Period To</b>	<b>Due</b>	<b>Maintenance Fund</b>	<b>Per Lot Liability</b>
To be Issued	Next	1 Jan 2026	31 Mar 2026	1 Jan 2026	\$543.40	\$1.045000
<b>Total</b>		1 Jan 2026	31 Mar 2026		<b>\$543.40</b>	<b>\$1.04500</b>

<b>Motion 7.</b>	<b>Management of Levy Arrears</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Owners Corporation approve pursuant to the <i>Owners Corporations Act 2006</i> (including Sections 29, 31 &amp; 32) for the purpose of collecting levy contributions to authorise Victoria Body Corporate Services Pty Ltd to do any one or more of the following:</p> <ol style="list-style-type: none"> <li>1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans;</li> <li>2. To charge Lot Owners interest on any levies which are overdue, such interest is at a rate of 10% per annum, pursuant to Section 29 of the <i>Owners Corporations Act 2006</i>.</li> </ol> <p><b>Important Note:</b>  <b>The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation arising out of any default or breach under the <i>Owners Corporations Act 2006</i>, the <i>Owners Corporation Regulations 2007</i> or the Owners Corporation Rules</b></p> <ol style="list-style-type: none"> <li>3. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation;</li> <li>4. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any Lot Owner, mortgagee in possession and/or former Lot Owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;</li> <li>5. Enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;</li> <li>6. Liaise, instruct and prepare all matters with the Owners Corporations debt collection agents, lawyers and experts in relation to any levy recovery proceedings; and</li> <li>7. Any Lot Owner/s who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through Magistrates court, debt collection agency or enforcement of any Orders made against the Lot Owner/s.</li> </ol>		

<b>Motion 8.</b>	<b>Delegation to Manager</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> pursuant to Section 11 of the <i>Owners Corporations Act 2006</i> the Owners Corporation delegate powers and functions to the Manager as set out in the minutes of this meeting and the Contract of Appointment.</p>		

<b>Motion 9.</b>	<b>Confirmation of Insurance</b>		<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> pursuant to part 3 Division 6 of the <i>Owners Corporations Act 2006</i>, the Manager continue the cover as per the schedule contained in the explanatory notes in the Notice of Annual General Meeting on all the land and property in which the Owner Corporation has an insurable interest with the current Insurer.</p>			
<p><b>Schedule of Insurance</b></p>			
Policy Number	Underwriter	Current To	Risk Type Coverage Amount
HU0000009088	CHU	28 Feb 2025	BUILDING \$27,702,796.00
			CONTENTS \$100,000.00
			PUBLIC LIABILITY \$30,000,000.00
			OFFICE BEARER \$5,000,000.00
			VOLUNTARY WORKERS \$200,000.00
			FIDELITY GUARANTEE \$250,000.00
			LOT OWNERS FIXTURES \$250,000.00 (per lot)
			GOVERNMENT AUDIT \$25,000.00
			APPEAL EXPENSES WHS \$100,000.00
			LEGAL DEFENCE \$50,000.00
			LOSS RENT/TEMP ACCOM \$4,155,419.00
<p><b>TOTAL PREMIUM: \$53,385.00</b></p>			

<b>Motion 10.</b>	<b>Renewal of Insurance Policy</b>		<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Manager arrange for a broker to provide comparative quotations for insurance cover prior to renewal. The Manager is requested to send comparative quotations from the broker to the Committee for its consideration. Should the Committee not respond prior to the due date for renewal, the Manager has a standing direction to place cover with the Insurer as recommended by the broker.</p>			

<b>Motion 11.</b>	<b>Insurance Excess Payment</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> if an excess is applied to any claim made on an insurance policy held by the Owners Corporation, the excess will be payable by the party responsible for the damage and for the avoidance of doubt the following will apply:</p> <ul style="list-style-type: none"> <li>• where damage is caused by an event or action on common property or by a shared service and rectification to common property and/or a lot or lots is required because of that action, the Owners Corporation will meet the excess; or</li> <li>• where damage is caused by an event or action from within a lot or a service specific to one lot, and rectification is required to common property and/or a lot or lots, the Owners Corporation will apply the benefit principle pursuant as set out in Section 24 of the <i>Owners Corporations Act 2006</i>. In that the lot/s responsible for the damage will be required to meet the amount of the insurance excess, and that the Owners Corporation may require that the excess is paid either to the Owners Corporation or the contractor undertaking the works prior to works commencing.</li> </ul>		

<b>Motion 12.</b>	<b>Common Property Safety</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Owners Corporation instructs the Manager to engage a suitably qualified and insured building consultant to conduct an inspection of the common property and prepare a common property safety report which meets the requirements of the <i>Occupational Health &amp; Safety Act 2004</i> identifying any matters on common property which the Owners Corporation is required to attend, to comply with the relevant legislation and safety obligations under common law.</p>		

<b>Motion 13.</b>	<b>Engagement of Contractors</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.</p>		

<b>Motion 14.</b>	<b>Approved Minor Works</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Manager is authorised to approve works for non-urgent matters where the cost is anticipated to be less than \$1,000.00 inclusive of GST without obtaining the prior approval of the Owners Corporation.</p>		

<b>Motion 15.</b>	<b>After Hours Service</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> pursuant to section 24(2A) of the <i>Owners Corporations Act 2006</i> that the Owners Corporation will strike a special levy for the cost of administration and attendance in responding to a call made to the after-hours service provided by the manager where the call is in not in regard to common property but to a lot with the levy apportioned to the caller's lot based upon the benefit principle.</p>		

<b>Item 16.</b>	<b>Committee Report</b>	
<p>Pursuant to section 115 of the Owners Corporations Act 2006 a verbal Committee Report was presented at the meeting. Your Chairperson, Angus, noted that the committee worked well together over the year and the WhatsApp chat was helpful in turning around Committee decisions.</p>		

<b>Motion 17.</b>	<b>Delegation to Committee</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Owners Corporation delegates by these minutes to the incoming elected Committee/Chairperson of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the <i>Owners Corporations Act 2006</i> with the exclusion of a unanimous resolution, a special resolution, a resolution at a General Meeting.</p>		

<b>Motion 18.</b>	<b>Election of Owners Corporation Committee of Owners Corporation</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> in accordance with Sections 98.1 and 100 of the <i>Owners Corporations Act 2006</i>, the election of the Owners Corporation Committee of the Owners Corporation takes place and that:</p> <ul style="list-style-type: none"> <li>• The Chairperson of the meeting announce the names of the candidates already nominated in writing for election to the Owners Corporation Committee; and</li> <li>• The Chairperson of the meeting calls for any oral nominations of candidates eligible/ financial for elections to the Owners Corporation Committee;</li> <li>• The Chairperson of the meeting declares that nominations are closed;</li> <li>• That the number of members to the Owners Corporation Committee or Chairperson of the Owners Corporation be set;</li> <li>• That the elected Committee may determine that notice to be given for committee meeting and is not required to give three (3) days notice as set down in Section 109 of the <i>Owners Corporations Act 2006</i>; and</li> <li>• Where a Committee or Chairperson of the Owners Corporation is not elected, the Chairperson of the meeting will advise members that the Owners Corporation is in breach of Part 5 (including Section 98.1) of the Owners Corporations Act and any decision of the Owners Corporation will be determined by Postal Ballot.</li> </ul>		

<b>Motion 19.</b>	<b>Members</b>	
<b>Election of Ordinary Member</b>		
<b>IT WAS RESOLVED THAT</b> the following Members be appointed until the next Annual General Meeting.		
Name	Lot	Details
Jacqueline Steel	1	
Sarah Olifiers	11	
Vito Fisicchia	32	
Susan Paten	40	
Angus Duncan	44	Chairperson

**THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 5:56 PM**

*Holly Cook*

**Holly Cook**  
**VICTORIA BODY CORPORATE SERVICES MANAGER**  
Dated: 6 March 2025

## **Notice pursuant to Section 78 of the Owners Corporations Act 2006**

As the general meeting did not have a quorum, Section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at that meeting are interim resolutions and take effect in accordance with that Section. We set out subsections (78(1) to 78(4) inclusive and draw your attention to Section 78(4).

- (1) Subject to subsection (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 subsection (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 subsection (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.*

## Information for Owners

### Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.
2. Most Owners Corporations are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.
3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.  
The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.

4. The building insurance policy covers damage to fixtures but not fittings.  
The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.

Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.

6. All owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.
7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable. If a building is not insured by the Owners Corporation, the loss of rent cover is not available.

For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member's unit, the excess is met by the member making the claim.

## Owners Portal & Website Information

### Website

On our website [www.vbcs.com.au](http://www.vbcs.com.au) you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

### Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- ✓ Minutes of AGM
- ✓ Notices of AGM
- ✓ Registered Rules
- ✓ Insurance valuation & report
- ✓ VBCS Newsletter
- ✓ Account balance & fin. status

Information for Committee Members (in addition to the Owners reports):

- ✓ Financial reports (all owners)
- ✓ Aged balance list
- ✓ Bank balances
- ✓ Committee reports

### How can I access the portal?

- 1) Visit our website at [www.vbcs.com.au](http://www.vbcs.com.au) and click on "Owners Login" on the top right corner.
- 2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
- 3) Enter your "Password" that has been sent to you by mail.
- 4) Click "UPGRADE" and follow the instruction to activate your account.

### Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

### I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

### What if I can't remember my password?

Please visit [www.vbcs.com.au](http://www.vbcs.com.au) and click on "Owners Login".

On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100

Email: [vbcs@vbcs.com.au](mailto:vbcs@vbcs.com.au)



# 10 Year Maintenance Plan

## Spectrum Way

Coburg North VIC 3058

Plan of Subdivision OC724879M



### Report details

Inspection date:	1/10/2024
Inspector:	David Hudson

#### NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000  
PO Box A72 Sydney South NSW 1235

#### QUEENSLAND

9 Gardner Close, Milton 4064  
PO Box 1584 Milton 4064

#### VICTORIA

Level 1, 1 Queens Rd Melbourne 3004  
GPO Box 3025 Melbourne 3001



8/10/2024

The Owners Corporation  
Spectrum Way

Dear Committee Members,

**Thank you for appointing our company to conduct your 10 Year Maintenance Plan.**

Based on our survey of your property, we have determined that the Owners Corporation will need to increase its contributions in order to cover its forecast maintenance fund expenses. We strongly recommend that the levies be set at the level shown in this plan.

This plan should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual maintenance fund balances. Regular updates also create peace of mind and assist the Owners Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

**Key Report Data Levies Summary – First Financial Year**

Levy Per Lot Liability (Total maintenance fund levy divided by lot liabilities)	\$4.18
Total Lot Liabilities	520
Total Maintenance Fund Levy	\$2,173.60

The data used to arrive at the above figures is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
<b>Owners Report Summary</b>	<b>Section 1</b>
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
<b>Report Detail</b>	<b>Section 2</b>
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	5
Inspector's Building Report & Building Specific Report Notes	9
Report Notes	10

**All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)**

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email [enquiry@solutionsinengineering.com](mailto:enquiry@solutionsinengineering.com).

Yours sincerely,



The Team at Solutions in Engineering

## Building Details & Report Inputs Supplied information

Building Name	Spectrum Way
Building Address	Spectrum Way Coburg North VIC 3058
Plan of Subdivision No.	OC724879M
Plan Type	Plan of Subdivision
Registered Plan Date/Year of Construction	Reg. 2019
Number of Lot Liabilities	520
Number of Units	52
Estimated Maintenance Fund Balance	\$13,520
Starting date of Financial Year for Report	1/01/2025
GST Status	Not Registered for GST
Current Maintenance Fund Levy per Lot Liability	4.00

## Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000) Years 1 - 3	4.50%
Assumed Interest Rate on invested funds (For funds over \$10,000) Years 4 - 15	3.50%
Company Taxation Rate	25.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Maintenance Fund balances over \$10,000 - Years 1 - 3	3.38%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Maintenance Fund balances over \$10,000 - Years 4 - 15	2.63%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years.	4.50%
Forecast Period - Number of years the plan forecasts	15 years

## 15 Year Levy Table

Year	Year To	Total Contribution	Contribution per Lot Liability	Quarterly Contribution
1	31/12/2025	2,173.60	4.18	1.05
2	31/12/2026	3,240.00	6.23	1.56
3	31/12/2027	4,840.00	9.31	2.33
4	31/12/2028	5,324.00	10.24	2.56
5	31/12/2029	5,643.44	10.85	2.71
6	31/12/2030	5,982.05	11.50	2.88
7	31/12/2031	6,340.97	12.19	3.05
8	31/12/2032	6,721.43	12.93	3.23
9	31/12/2033	7,124.72	13.70	3.43
10	31/12/2034	7,552.20	14.52	3.63
11	31/12/2035	8,005.33	15.39	3.85
12	31/12/2036	8,485.65	16.32	4.08
13	31/12/2037	8,994.79	17.30	4.33
14	31/12/2038	9,534.48	18.34	4.59
15	31/12/2039	10,106.55	19.44	4.86

### 15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' (including contingency allowance) are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

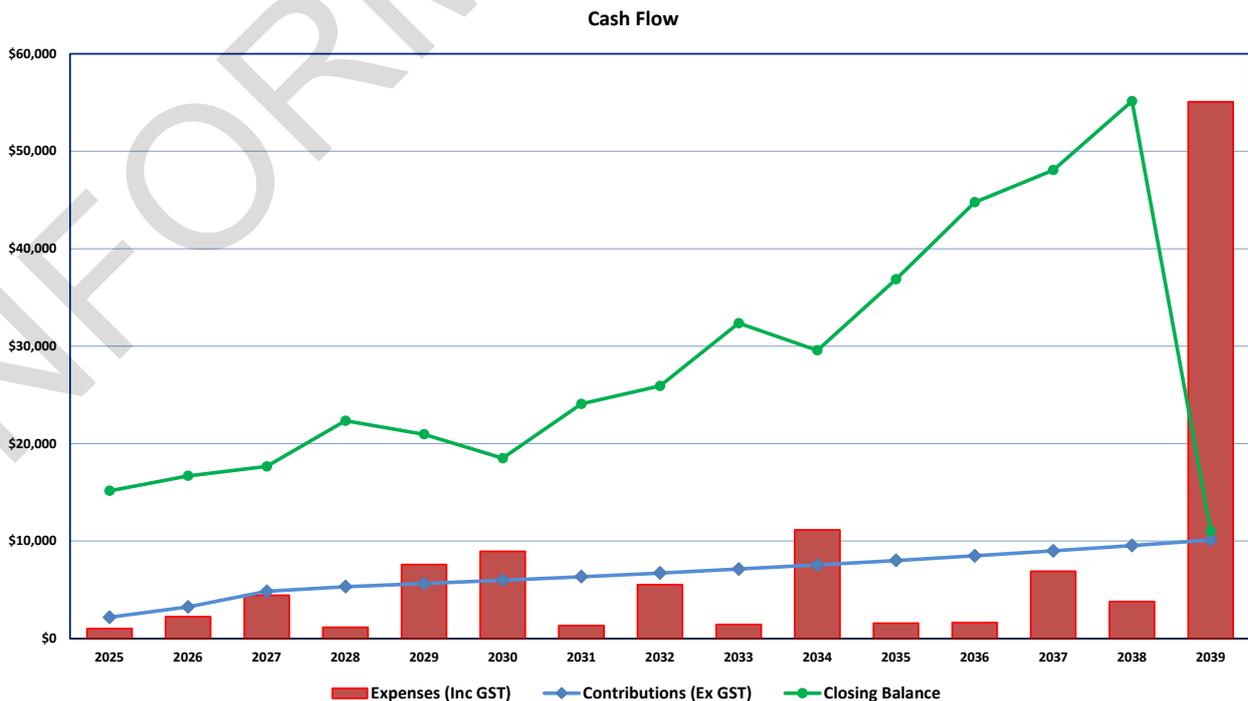
$$\text{Opening Balance} + \text{Total Levy Contributions} + \text{Interest} - \text{Anticipated Expenses} = \text{Closing Balance}$$

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Inc. GST)	Closing Balance
1	31/12/2025	13,520.00	2,173.60	476.61	1,012.00	15,158.21
2	31/12/2026	15,158.21	3,240.00	529.21	2,242.00	16,685.42
3	31/12/2027	16,685.42	4,840.00	570.73	4,440.00	17,656.15
4	31/12/2028	17,656.15	5,324.00	519.19	1,154.00	22,345.34
5	31/12/2029	22,345.34	5,643.44	562.05	7,593.00	20,957.83
6	31/12/2030	20,957.83	5,982.05	512.16	8,950.00	18,502.04
7	31/12/2031	18,502.04	6,340.97	552.66	1,318.00	24,077.67
8	31/12/2032	24,077.67	6,721.43	648.87	5,533.00	25,914.97
9	31/12/2033	25,914.97	7,124.72	756.33	1,439.00	32,357.02
10	31/12/2034	32,357.02	7,552.20	803.73	11,146.00	29,566.95
11	31/12/2035	29,566.95	8,005.33	862.22	1,571.00	36,863.50
12	31/12/2036	36,863.50	8,485.65	1,059.52	1,641.00	44,767.67
13	31/12/2037	44,767.67	8,994.79	1,204.99	6,896.00	48,071.45
14	31/12/2038	48,071.45	9,534.48	1,339.66	3,802.00	55,143.59
15	31/12/2039	55,143.59	10,106.55	859.02	55,069.00	11,040.16

### 15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the maintenance fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:

- Contributions line - Total maintenance fund contributions per year.
- Expenses line – Total anticipated expenses in each year.
- Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



### Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:

‘**Expenditure Items**’ - lists the different areas and items of expenditure.

‘**Current Cost**’ - shows the current maintenance expenditure costs in today’s dollars.

Year 1 to 15 - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column, there are three lines. Firstly, a ‘**Grand Total (Incl. GST)**’ followed by a line calculating the ‘**Contingency Allowance (Incl. GST)**’ for unforeseen and minor expenses and finally ‘**Total Expenses (Incl. GST)**’ for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)	Year 4 (2028)	Year 5 (2029)	Year 6 (2030)	Year 7 (2031)	Year 8 (2032)	Year 9 (2033)	Year 10 (2034)	Year 11 (2035)	Year 12 (2036)	Year 13 (2037)	Year 14 (2038)	Year 15 (2039)
<b>1. VEHICLE ACCESSWAYS</b>																
Replace metal drainage grates	1,845	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair concrete driveways (Total: 2555 m2) - 2%	4,659	-	-	-	-	5,806	-	-	-	-	7,235	-	-	-	-	9,016
Repair - replace traffic signs	2,657	-	-	3,032	-	-	-	-	3,779	-	-	-	-	4,709	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>3,032</b>	<b>0</b>	<b>5,806</b>	<b>0</b>	<b>0</b>	<b>3,779</b>	<b>0</b>	<b>7,235</b>	<b>0</b>	<b>0</b>	<b>4,709</b>	<b>0</b>	<b>9,016</b>
<b>2. FIXTURES &amp; FITTINGS</b>																
Replace lighting bollards	2,899	-	-	-	-	-	3,775	-	-	-	-	-	-	-	-	-
Stain and seal timber bollards	1,483	-	-	-	-	-	1,931	-	-	-	-	-	-	-	-	-
Replace light posts	20,330	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39,344
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,706</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>39,344</b>
<b>3. PEDESTRIAN ACCESS</b>																
Maintain - Repair concrete walkways (Total: 110 m2) - 10%	986	-	1,077	-	-	-	1,284	-	-	-	1,531	-	-	-	1,826	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>1,077</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,284</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,531</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,826</b>	<b>0</b>
<b>4. PLUMBING - DRAINAGE</b>																
Inspect / Maintain Plumbing- Drainage driveways	880	920	961	1,004	1,049	1,097	1,146	1,198	1,251	1,308	1,367	1,428	1,492	1,560	1,630	1,703
<b>Sub Total (Incl. GST)</b>		<b>920</b>	<b>961</b>	<b>1,004</b>	<b>1,049</b>	<b>1,097</b>	<b>1,146</b>	<b>1,198</b>	<b>1,251</b>	<b>1,308</b>	<b>1,367</b>	<b>1,428</b>	<b>1,492</b>	<b>1,560</b>	<b>1,630</b>	<b>1,703</b>
<b>Grand Total (Incl. GST)</b>		<b>920</b>	<b>2,038</b>	<b>4,036</b>	<b>1,049</b>	<b>6,903</b>	<b>8,136</b>	<b>1,198</b>	<b>5,030</b>	<b>1,308</b>	<b>10,133</b>	<b>1,428</b>	<b>1,492</b>	<b>6,269</b>	<b>3,456</b>	<b>50,063</b>
<b>Contingency Allowance (Incl. GST)</b>		<b>92</b>	<b>204</b>	<b>404</b>	<b>105</b>	<b>690</b>	<b>814</b>	<b>120</b>	<b>503</b>	<b>131</b>	<b>1,013</b>	<b>143</b>	<b>149</b>	<b>627</b>	<b>346</b>	<b>5,006</b>
<b>Grand Total Expenses (Incl. Contingency Allowance and GST)</b>		<b>1,012</b>	<b>2,242</b>	<b>4,440</b>	<b>1,154</b>	<b>7,593</b>	<b>8,950</b>	<b>1,318</b>	<b>5,533</b>	<b>1,439</b>	<b>11,146</b>	<b>1,571</b>	<b>1,641</b>	<b>6,896</b>	<b>3,802</b>	<b>55,069</b>

## Building Data List from the Property Inspection for Spectrum Way

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the quantity of that item in scope

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' - is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' - is the remaining life in years until an item needs money spent on it.

'Total Life' - is the total life of the item after it is replaced, repaired or repainted.

'Comments' - details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>1. VEHICLE ACCESSWAYS</b>							
Replace metal drainage grates	6	ea.	307.46	1,845.00	25	30	Replace as required
Repair concrete driveways (Total: 2555 m2) - 2%	52	m2	89.60	4,659.00	5	5	Repair as required / Estimate only - quotations required
Repair - replace traffic signs	6	ea.	442.78	2,657.00	3	5	Repair as required
<b>2. FIXTURES &amp; FITTINGS</b>							
Replace lighting bollards	6	ea.	483.16	2,899.00	6	10	Replace as required
Stain and seal timber bollards	30	ea.	49.44	1,483.00	6	10	Restain and seal as required
Replace light posts	6	ea.	3,388.32	20,330.00	15	20	Replace as required
<b>3. PEDESTRIAN ACCESS</b>							
Maintain - Repair concrete walkways (Total: 110 m2) - 10%	11	m2	89.60	986.00	2	4	Repair as required / Estimate only - quotations required
<b>4. PLUMBING - DRAINAGE</b>							
Inspect / Maintain Plumbing- Drainage driveways	1	ea	880.00	880.00	1	1	Allowance

# Building Photo Section

## Item Group

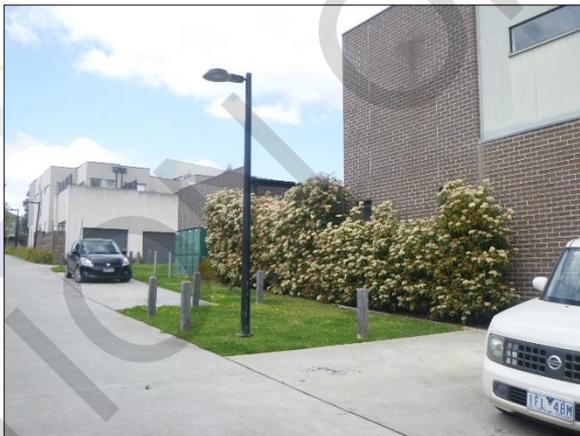
### VEHICLE ACCESSWAYS



The driveways were in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

**Item Group**

**FIXTURES & FITTINGS**



The timber bollards and walkway light bollards were in fair condition at the time of inspection. Some signs of deterioration have been observed, and repair provisions have been included in the report.

**Item Group**

**PEDESTRIAN ACCESS**



The concrete walkways were in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

## Inspector's Report for Spectrum Way

---

- 1. INFLATION** - It is necessary to offset the effects of inflation on construction materials and labour costs and to ensure that adequate funds are available to provide for major works. These major works can frequently become necessary as the property ages but cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that construction and maintenance costs will increase by 50% every 15 years. The fund balance will be reviewed in light of current price levels and the state of the property at the time of each update.
- 2. UPDATES** - We recommend that this report is updated every 3 years to ensure that it captures market variations and any changes to the property itself.
- 3. ADMINISTRATION EXPENSES** - We assume that small repairs & improvements, regular maintenance items are financed via the administration fund and therefore are not included in this report.
- 4. GARDNEN** – On sire contact, Angus, informed me that gardening works are covered by the Admin Fund.

## Report Notes

### Maintenance Fund Plan (VIC)

This forecast satisfies the current requirements of Part 3, Division 3 and Division 4 of the *Owners Corporation Act 2006 (Vic)*, as required for prescribed Owners Corporation under Section 5 of the *Owners Corporation Regulations 2007 (Vic)*. Relevantly, the Act states:-

#### **Division 3—Maintenance Plan**

##### **36. Maintenance plan**

- (1) *A tier one owners corporation or a tier two owners corporation must prepare and approve a maintenance plan for the property for which it is responsible.*
- (2) *A tier three owners corporation, a tier four owners corporation or a tier five owners corporation may prepare and approve a maintenance plan for the property for which it is responsible.*

##### **37. What must a maintenance plan contain?**

- (1) *The maintenance plan must set out—*
  - (a) *the major capital items anticipated to require repair and replacement within the next 10 years; and*
  - (b) *the present condition or state of repair of those items; and*
  - (c) *when those items or components of those items will need to be repaired or replaced; and*
  - (d) *the estimated cost of the repair and replacement of those items or components; and*
  - (e) *the expected life of those items or components once repaired or replaced; and*
  - (f) *any other prescribed information.*
- (2) *In this section— "major capital item" includes—*
  - (a) *a lift; or*
  - (b) *an air conditioning plant; or*
  - (c) *a heating plant; or*
  - (d) *an item of a prescribed class.*

##### **38. When does a maintenance plan have effect?**

- (1) *A maintenance plan does not have effect unless it is approved by the Owners Corporation.*
- (2) *In approving a maintenance plan, an Owners Corporation may set conditions for the payment of money out of the maintenance fund.*

#### **Division 4—Maintenance Fund**

##### **40. Establishment of maintenance fund**

*An Owners Corporation that has an approved maintenance plan must establish a maintenance fund in the name of the Owners Corporation.*

##### **42. Payments into maintenance fund**

- If an Owners Corporation has established a maintenance fund, the following must be paid into that fund—*
- (a) *any part of the annual fees that is designated as being for the purpose of the maintenance plan;*
  - (b) *any amounts received under an insurance policy in respect of the damage or destruction of property covered by the maintenance plan;*
  - (c) *any interest earned on the investment of the money in the fund;*
  - (d) *any amounts of a prescribed kind;*
  - (e) *any amounts of a kind determined by the Owners Corporation.*

##### **43. Payments from maintenance fund**

*Subject to any conditions specified in the regulations and an ordinary resolution of the owners corporation, money may be paid out of the maintenance fund at any time in accordance with the approved maintenance plan.*

**Present state of repair of items** - The present state of repair of an item is considered when determining its remaining life, however, it is not the only consideration. Many items degrade in a non-uniform fashion, wearing more rapidly towards the end of their life, so items that appear to be in a good state of repair may be substantially through their lifespan. As such, we draw upon industry experience and information regarding the expected lifespans of items when estimating replacement schedules, but modify our estimates based upon our visual inspection. From our report, for individual items scheduled for replacement, the following guidelines are used:

Proportion of Expected Lifespan Remaining	Present State of Repair
Greater than two-thirds	As-new or Good
Greater than one-third	Fair
Less than one-third	Showing signs of wear and tear
Requires immediate replacement	Poor

For example, an item is scheduled for replacement in five years and has a ten-year expected lifespan. This means that the item is halfway through its lifespan and is considered to be in fair condition. If the item appeared to be in good condition, its replacement schedule may be lengthened beyond its expected lifespan.

Items that are highly durable in nature and currently in a good state of repair have an indefinite expected lifespan but will require ongoing maintenance and/or repairs payable from the Maintenance Fund to maintain this state of repair. These items have been assigned Ongoing Maintenance/Repair Programs, which are an allowance for funds to accrue over time to cover the cost of maintenance and/or repairs, and there is no necessary correlation between the timeframes used and the present state of repair of the item.

**Figures used and updates** - The figures used in the forecast are typical for this type of building and normal usage. The Owners Corporation has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

**Contingency** - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

**Interest, Taxation and Inflation** - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Owners Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

**Administration Budget** - Items of a recurrent nature that are covered by the administration budget such as maintenance contracts for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

**Frequency of Levy Payments** - The Maintenance Fund Levies recommended in this report are shown as annual and quarterly contributions. If contributions are made on a different frequency, such as half-yearly, the annual levy should be divided between the payment periods set by the Owners Corporation so that, in any given year, the total contribution by the Owners equals the total annual levy recommended in this report.

**Safety** - The inspection does not cover safety issues.

**Lifts** - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Owners Corporation Committee/Representative.

**Fire Maintenance** - We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Owners Corporation Committee/Representative.

**Items with Indefinite Lives** - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Owners Corporation). This forecast deals only with estimating the timing of physical obsolescence.

**Improvements** - The Owners Corporation may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

**Defects** - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. This report summarises only defects observed during our inspection and is not a structural report.

**Ongoing Maintenance Programs** - The lives of some items can vary considerably, especially with issues such as:

**Usage** -

Accidental damage to floor tiles, which may or may not be still available or in stock.

Fences can be maintained and replaced gradually or all at once.

Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.

Concrete driveways that have been cracked but are still perfectly sound and serviceable.

Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Owners Corporation. Allowances for ongoing maintenance programs allows funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long-term future.

**Updates** - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals.

**Your FREE amendment (conditions)** - In order to ensure that this service is provided to all clients in an efficient and productive manner we ask that you fully review your report and list anything you would like changed in a single email allowing for the requested amendments to be dealt with in one effort. Due to the extra work involved and inefficiency created by an incomplete initial amendment request further amendments requests will be charged for based on the hours and effort required.

**Supply terms and conditions** - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)

**Please read the information and the notes on the Inspector's report to gain the most from this report.**

# Owners Corporation Additional Information

Accompanying a Plan  
Unlimited Owners Corporation



Lodged by

Name: Maddocks  
Phone: 03 9258 0555  
Address: Level 23, 727 Collins Street, Melbourne VIC 3008  
Reference: NFH:CWH:6044963  
Customer Code: 1167E

Applicant: *(full name and address including postcode)*

Coburg Land Company Pty Ltd ACN 163 150 767 of 18 Bowman Street, South Perth WA 6151

Plan No.: PS724879M/S1 Owners Corporation No.: 1

Owners Corporation postal address for service of notices: (Regulation 15 Subdivision (Registrar's Requirements) Regulations 2011)

The Knight Alliance, Level 2, 2 Glenferrie Road, Malvern VIC 3144

The purposes of the Owners Corporation are: (Section 27B(2) *Subdivision Act 1988*)

The purpose of Owners Corporation No. 1 on Plan of Subdivision No. PS724879M ("Owners Corporation") is to manage the land affected by the Owners Corporation (except the use of any common property affected by a Limited Owners Corporation).

The basis for the allocation of lot entitlement and lot liability is: (Section 27F(2)(a) *Subdivision Act 1988*)

1. In determining the lot entitlement, regard has been had to the value of each Lot and the proportion that value bears to the total value of Lots affected by the Owners Corporation.
2. In determining the lot liability, regard has been had to the amount that is just and equitable for the owner of each lot to contribute toward the administrative and general expenses of the Owners Corporation.

Additional functions or obligations that are to be carried out or complied with by the unlimited Owners Corporation are: (Section 27C(4) *Subdivision Act 1988*)

Date: 10/1/2017

Signature:

NICOLAS FRANÇOIS HOLUIGUE  
727 Collins St, Melbourne 3008  
An Australian legal practitioner  
within the meaning of the Legal  
Profession Uniform Law (Victoria)

5751207A

# OC1

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

### 1.5 Fire safety information

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

## 2 Committees and sub-committees

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

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

## 3 Management and administration

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

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

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

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

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

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

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

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

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

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

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

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

## **5 Lots**

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

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

#### **Example**

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

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

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

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

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

## **6 Behaviour of persons**

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

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

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

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

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

## **7 Dispute resolution**

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

# 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.

## 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.

---

---

DATED

2025

**NICHOLAS PETER SARBIN**

---

**CONTRACT OF SALE OF REAL ESTATE**

---

**Property: 49 Snapshot Drive, Coburg North 3058**

**MELBOURNE REAL ESTATE CONVEYANCING PTY LTD**  
Licensed Conveyancer

954 High Street Reservoir Vic 3073  
Tel: 9464 6732

Ref: JK:25/3327JK