



**SHANE FRANCIS FOGARTY**

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**CONTRACT OF SALE**

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**PROPERTY: UNIT 2, 40 FOREST STREET, WHITTLESEA VIC 3757**

Denways Legal & Conveyancing  
ABN: 12 654 161 074  
[office@denwayslegal.com.au](mailto:office@denwayslegal.com.au)  
Ref: 25-3130

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

..... on ...../...../2026

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

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

This offer will lapse unless accepted within [        ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

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

..... on ...../...../2026

**Print names(s) of person(s) signing:** Shane Francis Fogarty .....

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

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

# Particulars of Sale

## Vendor's estate agent

Name: Stone Real Estate - Whittlesea  
Address: 1/75 Church Street, Whittlesea VIC 3757  
Email: deanzammit@stonerealestate.com.au  
Tel: 03 9716 2000    Mob: 0405 140 704    Fax:    Ref: Dean Zammit

## Vendor

Name: Shane Francis Fogarty  
Address:  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: Denways Legal & Conveyancing  
Email: office@denwayslegal.com.au  
Tel: 03 9100 1777    Mob:    Fax:    Ref: 25-3130

## 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    10049                  Folio    527 | 2         | PS 308566G |

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Unit 2, 40 Forest Street, Whittlesea VIC 3757

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

All fixtures and fittings of a permanent nature, including fixed floor coverings, all gas and electrical appliances, electrical light fittings as inspected.

**Payment**

Price \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_ by \_\_\_\_\_ (of which \_\_\_\_\_ has been paid)

Balance \$ \_\_\_\_\_ payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

is due on \_\_\_\_\_ and subject to **Special Condition 14.**

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

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

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

*(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

- This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

**Building report**

- General condition 21 applies only if the box is checked

**Pest report**

- General condition 22 applies only if the box is checked

# Vendor GST Withholding Notice

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

Date: 18 March 2026

From: Shane Francis Fogarty, 38 Excelsum Terrace, Mirrabooka WA 6061

Property Address: Unit 2, 40 Forest Street, Whittlesea VIC 3757

Lot: 2 Plan of subdivision: 308566G

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

Dated: 18 March 2026

Signed for an on behalf of the Vendor: *Denways Legal*

## **SPECIAL CONDITIONS**

### **1. AMENDMENTS TO GENERAL CONDITIONS**

- a) General Conditions 6.1, 12, 31.4, 31.5 and 31.6 are hereby deleted.
- b) This is an essential term.

### **2. PURCHASER'S ACKNOWLEDGEMENTS**

The Property is sold subject to any restrictions as to use under any order, plan, scheme, regulation, or by-law contained in or made pursuant to the provisions of any legislation. The existence of any restriction shall not constitute a defect in the Vendor's title and the Purchaser shall neither make any requisition or objection, nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

The Purchaser acknowledges they have inspected the property hereby sold and, save as is otherwise expressly provided, that they are purchasing the property in its present condition and state of repair. The Purchaser further acknowledges that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations, or improvements to the property sold and the property shall be delivered in the condition at the date of sale.

The Purchaser acknowledges that there are no conditions, warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induce the Purchaser to enter into this Contract.

The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representations or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims or demands in respect thereof.

The Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent unless they are made conditions of this Contract.

This Special Condition 2 is an essential term and condition.

### **3. AMENDMENTS TO CONTRACT POST-EXCHANGE**

The Purchaser acknowledges that any amendments to the Contract conditions made after the Contract is executed must be in writing by way of a Deed of Variation. Any agreement to vary conditions of the contract shall not be binding if it is not made in accordance with this Special Condition.

### **4. PLANNING**

The Purchaser buys the Property subject to any restrictions imposed by and to the provisions of the relevant Planning Scheme, the Planning and Environment Act 1987, the Building Act 1993, the Heritage Act 1995, the Local Government Act 1989, and any other Town Planning Schemes or Acts and all regulations, by-laws, restrictions and controls governing, regulating, controlling or affecting in any way the use or development of Property.

**5. DUE DILIGENCE CHECKLIST**

The Purchaser hereby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 Statement prior to signing the Contract of Sale thereof.

**6. GUARANTEE**

If the Purchaser shall be or include a Proprietary Company, the company will forthwith upon execution of the Contract have the Guarantee annexed to this Contract and marked "Annexure A" executed by each of its Directors.

**7. FOREIGN INVESTMENT REVIEW BOARD**

The Purchaser warrants to the Vendor that the acquisition of the property by the Purchaser does not fall within the scope of the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth) and is not examinable by the FIRB and that no approval of the purchase by the FIRB is required.

**8. STAMP DUTY – PURCHASER BUYING UNEQUAL INTERESTS**

- a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- b) If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- c) The Purchasers fully indemnify the Vendor, the Vendor's agent, and the Vendor's legal practitioner and/or conveyancer against any claim 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.
- d) This Special Condition 8 is an essential term and condition, and will not merge on completion.

**9. SECTION 27 EARLY RELEASE OF DEPOSIT STATEMENT**

The Purchaser acknowledges and agrees that:

- a) The 28 day time limit prescribed by Section 27 of the *Sale of Land Act 1962* commences on the day which the Section 27 Statement is served by the Vendor's representative to the Purchaser or the Purchaser's representative.
- b) In the event that the Title is encumbered by a Mortgage or Caveat, any mortgagee or caveator 'Section 27 Letter' may be provided at any time during the time limit prescribed by Section 27 of the *Sale of Land Act 1962*.

**10. ACCEPTANCE OF TITLE**

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

## **11. SWIMMING POOLS & SPAS**

- a) In the event that a swimming pool, spa, or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at the purchaser's expense to comply with the provisions of the Building Act 1993, the Building Regulations 1994, in particular Regulation 5.13, and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water.
- b) The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water from the day of sale. The purchaser acknowledges that they will also be responsible to arrange any necessary inspection and lodgement of the certificate of pool barrier compliance with council at the purchaser's expense when due.

## **12. SETTLEMENT REBOOKING FEE**

- a) Without limiting Special Condition 13, the Purchaser agrees to pay the Vendor's Solicitor's costs of \$220.00 should settlement be cancelled by the Purchaser or their Financial Institution on the appointed settlement date and require re-scheduling for another date ('Re-Scheduled Settlement Date'). The Settlement Rebooking Fee is to be allowed on the Statement of Adjustment and paid to the Vendor's Solicitors at settlement.
- b) For the purposes of Special Condition 12(a), a seeking of extension to settlement date shall constitute a cancellation of settlement on the appointed settlement date, and therefore require a Re-Scheduled Settlement Date.
- c) If the Purchaser or the Purchaser's Legal Representative does not nominate another date to re-schedule Settlement, the Vendor's Solicitors will nominate a date to serve as the Re-Scheduled Settlement Date.
- d) For the purpose of Special Condition 12(c), should settlement be cancelled on the Re-Scheduled Settlement Date and require another re-scheduling for another date, the Purchaser agrees to pay another Settlement Rebooking Fee of \$220.00 to be allowed, in addition to all prior Settlement Rebooking Fees, on the Statement of Adjustment and paid to the Vendor's Solicitors at settlement.
- e) This Special Condition 12 is an essential term and condition.

## **13. DEFAULT NOTICE**

- a) For the purposes of General Condition 34 and 35, reasonable costs incurred shall include, but is not limited to, legal fees that are payable, and these fees, not including Settlement Re-Booking Fees, shall be \$990.00.
- b) This Special Condition 13 is an essential term and condition.

#### **14. SUBJECT TO GRANT OF PROBATE**

1. Condition

The Purchaser acknowledges that the Vendor is not presently registered as proprietor of the Property and that this Contract is conditional upon the Vendor obtaining a Grant of Probate of the Will of the late Edward Francis Fogarty ("Probate") from the Supreme Court of Victoria.

2. Vendor's Obligations

The Vendor must use all reasonable endeavours to apply for and obtain Probate as soon as practicable after the Day of Sale and must promptly notify the Purchaser in writing once Probate has been granted.

3. Settlement

Settlement is to take place on the later of:

- (a) The Settlement Date specified in this Contract; or
- (b) 14 days after the Vendor gives written notice to the Purchaser that Probate has been obtained.

4. Right to Rescind

If Probate has not been obtained by the date being 12 months from the Day of Sale, either party may rescind this Contract by written notice to the other, whereupon:

- (a) The Deposit must be refunded to the Purchaser in full; and
- (b) Neither party will have any further claim against the other arising out of this Contract.

#### **15. PROPERTY CERTIFICATES**

1. The Vendor discloses that the Land Tax Certificate ("Property Certificate") is not available at the time of preparation of this Contract.

2. The Vendor agrees to provide copies of the most recent Property Certificates (if applicable) to the Purchaser as soon as they become available and, in any event, prior to settlement.

3. The Purchaser acknowledges and agrees that:

a) The absence of the Property Certificates from the Vendor's Statement (Section 32 Statement) does not render the Vendor's Statement defective or non-compliant under the Sale of Land Act 1962 (Vic); and

b) The Purchaser shall not make any objection, requisition, or claim for compensation, nor seek to rescind or avoid this Contract, on the basis of the absence or later provision of such documents.

# 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 purchase's obligations under this contract.

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty 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 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 or indirectly 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.
- (f) 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.
- (g) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (h) 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
- (i) 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
- (j) 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.
- (k) Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

## 8. SERVICES

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

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

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

## 11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that –
    - (i) the purchaser intends to use predominately 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 be described by a serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay -as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDING 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.
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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
  - (b) there are no debts secured against the property; or
    - (i) 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
  - (c) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (d) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:

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

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

## 15. DEPOSIT BOND

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

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

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

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

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

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

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

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

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

## 16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

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

17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. 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 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 vendors 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 sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days 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 in 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 adjustment paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all 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 in General Condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the 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 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 premise 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 the electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *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 lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

25.11 decide if an amount is required to be paid or the quantum of it, or

- (a) 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.

25.12 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.

25.13 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'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.

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## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

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

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

34.3 specify the particulars of the default; and

- (a) 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-
- (b) the default is remedied; and
- (c) 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:
- (d) retain the property and sue for damages for breach of contract; or
- (e) 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
- (f) 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
- (g) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

---

**GUARANTEE and INDEMNITY**

I/We, ..... of .....

and..... of .....

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

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

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

this ..... day of ..... 2026

SIGNED by the said ..... )  
Print Name: ..... )

.....  
Director (Sign)

in the presence of: ..... )  
Witness: ..... )



**SHANE FRANCIS FOGARTY**

---

**SECTION 32 VENDORS STATEMENT**

---

**Property: Unit 2, 40 Forest Street, Whittlesea VIC**

Denways Legal & Conveyancing  
ABN: 12 654 161 074  
[luke@denwayslegal.com.au](mailto:luke@denwayslegal.com.au)  
Ref: 25-3130

# Vendor Statement

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

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

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

|             |   |
|-------------|---|
| <b>Land</b> | UNIT 2, 40 FOREST STREET, WHITTLESEA VIC 3757 |
|-------------|---|

|                    |                       |      |     |
|--------------------|-----------------------|------|-----|
| Vendor's name      | Shane Francis Fogarty | Date | / / |
| Vendor's signature | _____                 |      |     |

|                       |       |      |     |
|-----------------------|-------|------|-----|
| Purchaser's name      |       | Date | / / |
| Purchaser's signature | _____ |      |     |
| Purchaser's name      |       | Date | / / |
| Purchaser's signature | _____ |      |     |

# 1. FINANCIAL MATTERS

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

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

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

|        |    |  |
|--------|----|--|
| \$0.00 | 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 | AVPC 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 or property clearance certificate or is as follows    | Date:<br>OR<br><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 document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

### 3.1 Road Access

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

### 3.2 Designated Bushfire Prone Area

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

### 3.3 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:

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

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

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

## 8. SERVICES

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

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 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.)*

Is attached

## 13. ATTACHMENTS

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

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

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

Register Search Statement

Copy of Plan

Owners Corporation Basic Report

Land Information Certificate

Building Approval Certificate

Water Information Statement

Owners Corporation Certificate

Property Planning Report

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

Page 1 of 1

VOLUME 10049 FOLIO 527

Security no : 124132676110Q  
Produced 04/03/2026 01:06 PM

### LAND DESCRIPTION

Lot 2 on Plan of Subdivision 308566G.  
PARENT TITLE Volume 09832 Folio 698  
Created by instrument PS308566G 20/12/1991

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
EDWARD FRANCIS FOGARTY of UNIT 2 40 FOREST STREET WHITTLESEA 3757  
T660116B 01/05/1995

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AC795375C 15/04/2004  
ST. GEORGE BANK 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.

### DIAGRAM LOCATION

SEE PS308566G FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 40 FOREST STREET WHITTLESEA VIC 3757

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 23/10/2016

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. PS308566G

DOCUMENT END



# Imaged Document Cover Sheet

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| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>PS308566G</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>4</b>                |
| Document Assembled                              | <b>04/03/2026 13:06</b> |

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|                            |           |   |   |
|----------------------------|-----------|---|---|
| <b>PLAN OF SUBDIVISION</b> | STAGE No. | <b>LTO USE ONLY</b><br><b>EDITION 1</b> | <b>PLAN NUMBER</b><br><b>PS 308566G</b> |
|----------------------------|-----------|---|---|

**LOCATION OF LAND**  
**PARISH:** TOOROURRONG  
**TOWNSHIP:** WHITTLESEA  
**SECTION:** 21  
**CROWN ALLOTMENT:** 1 AND 3  
**CROWN PORTION:** -----  
**LTO BASE RECORD:** CHART NO.5 (3634)  
**TITLE REFERENCES:** VOL.9832 FOL.698  
**LAST PLAN REFERENCE:** CP.168582  
**POSTAL ADDRESS:** LOT 1 FOREST STREET  
 (AT TIME OF SUBDIVISION) WHITTLESEA 3757  
**AMG CO-ORDINATES:** E 333 870  
 (OF APPROX. CENTRE OF PLAN) N 5 846 730 ZONE: 55

**COUNCIL CERTIFICATION AND ENDORSEMENT**

**COUNCIL NAME :** CITY OF WHITTLESEA **REF :** 108490

- THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.
- ~~THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.~~  
~~DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 / /~~
- ~~THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.~~

**OPEN SPACE**

(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 ~~HAS / HAS NOT BEEN MADE.~~

(ii) ~~THE REQUIREMENT HAS BEEN SATISFIED.~~

(iii) ~~THE REQUIREMENT IS TO BE SATISFIED IN STAGE~~

COUNCIL DELEGATE  
~~COUNCIL SEAL~~  
 DATE 11 / 7 / 1991

RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988

COUNCIL DELEGATE  
 COUNCIL SEAL  
 DATE / /

| VESTING OF ROADS OR RESERVES |                     |
|------------------------------|---------------------|
| IDENTIFIER                   | COUNCIL/BODY/PERSON |
| NIL                          | NIL                 |

**NOTATIONS**

**DEPTH LIMITATION** SEE BELOW

THE COMMON PROPERTY IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1 TO 8 (BOTH INCLUSIVE)

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:  
 MEDIAN : BOUNDARIES MARKED M  
 EXTERIOR FACE : ALL OTHER BOUNDARIES

A DEPTH LIMITATION OF 15.24m BELOW THE SURFACE APPLIES TO ALL OF THE LAND IN THIS PLAN

**STAGING** THIS ~~IS~~ IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.

**WATERWAY NOTATION:**  
 LOTS 7, 8 & CM IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE

**SURVEY** THIS PLAN IS/~~IS NOT~~ BASED ON SURVEY  
 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) IN PROCLAIMED SURVEY AREA No.

**EASEMENT INFORMATION**

**LEGEND:** A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN

| EASEMENT REFERENCE | PURPOSE | WIDTH (METRES) | ORIGIN | LAND BENEFITED/IN FAVOUR OF |
|--------------------|---------|----------------|--------|-----------------------------|
|                    |         |                |        |                             |

**LTO USE ONLY**

STATEMENT OF COMPLIANCE/  
 EXEMPTION STATEMENT

RECEIVED   
 DATE 19 / 12 / 91

**LTO USE ONLY**

PLAN REGISTERED  
 TIME 12-50(PM)  
 DATE 20/12/91  
*[Signature]*  
 ASSISTANT REGISTRAR OF TITLES  
 SHEET 1 OF 4 SHEETS

**k.a.reed (group) pty.ltd.**  
 8 MARKET STREET, MELBOURNE, 3000.  
 TEL. 614 4911 FAX. 614 3877  
 surveyors A.C.N. 005 550 756  
 engineers architects planners cartographers

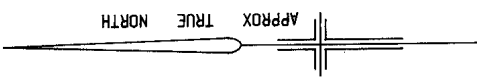
LICENSED SURVEYOR .....

SIGNATURE ..... DATE / /  
 REF: 16656U VERSION A  
 26/3/91

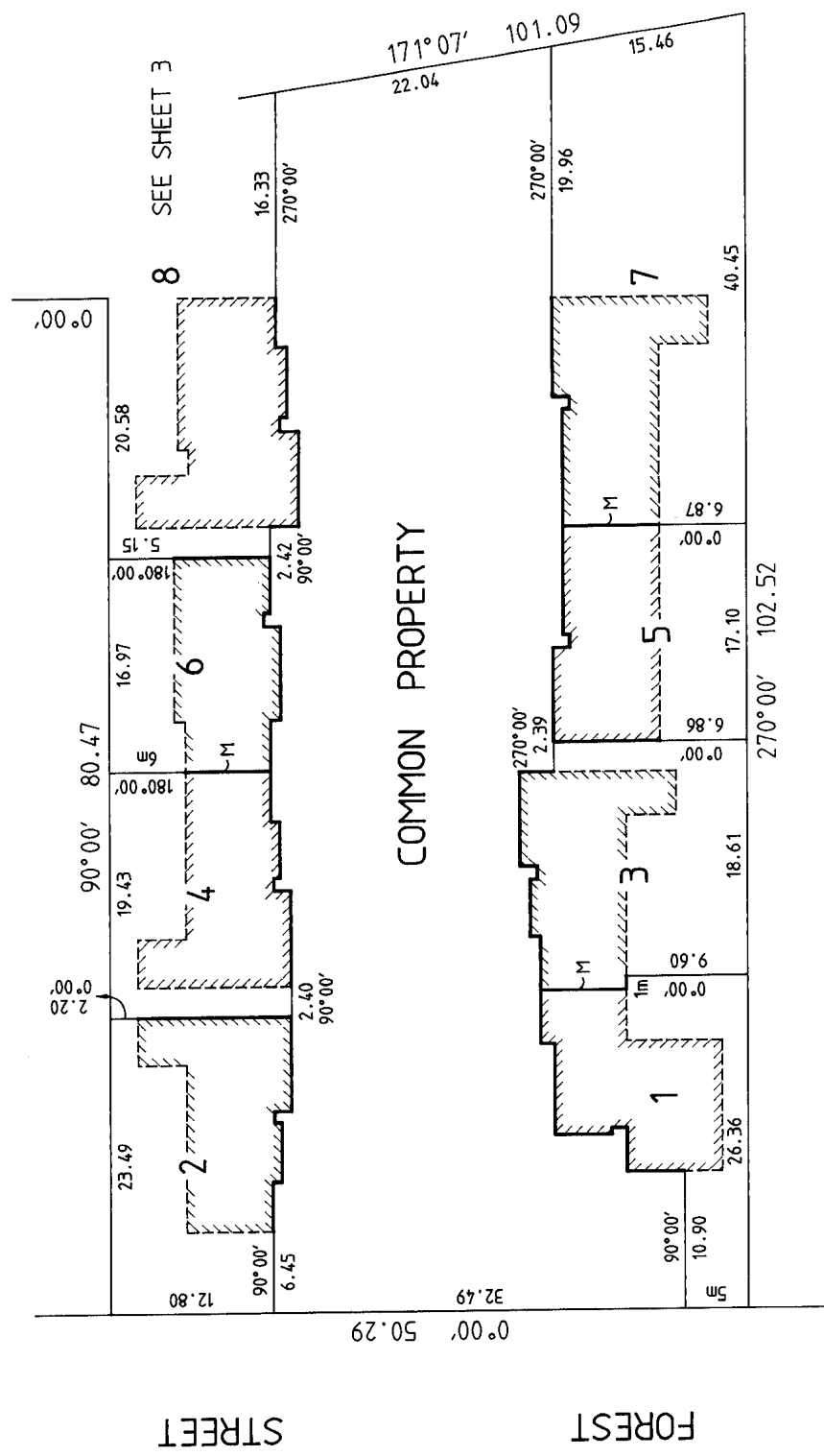
DATE / /  
 COUNCIL DELEGATE SIGNATURE  
 ORIGINAL SHEET SIZE A3

**PLAN OF SUBDIVISION**

STAGE No. / PLAN NUMBER  
**PS 308566G**



2



3A

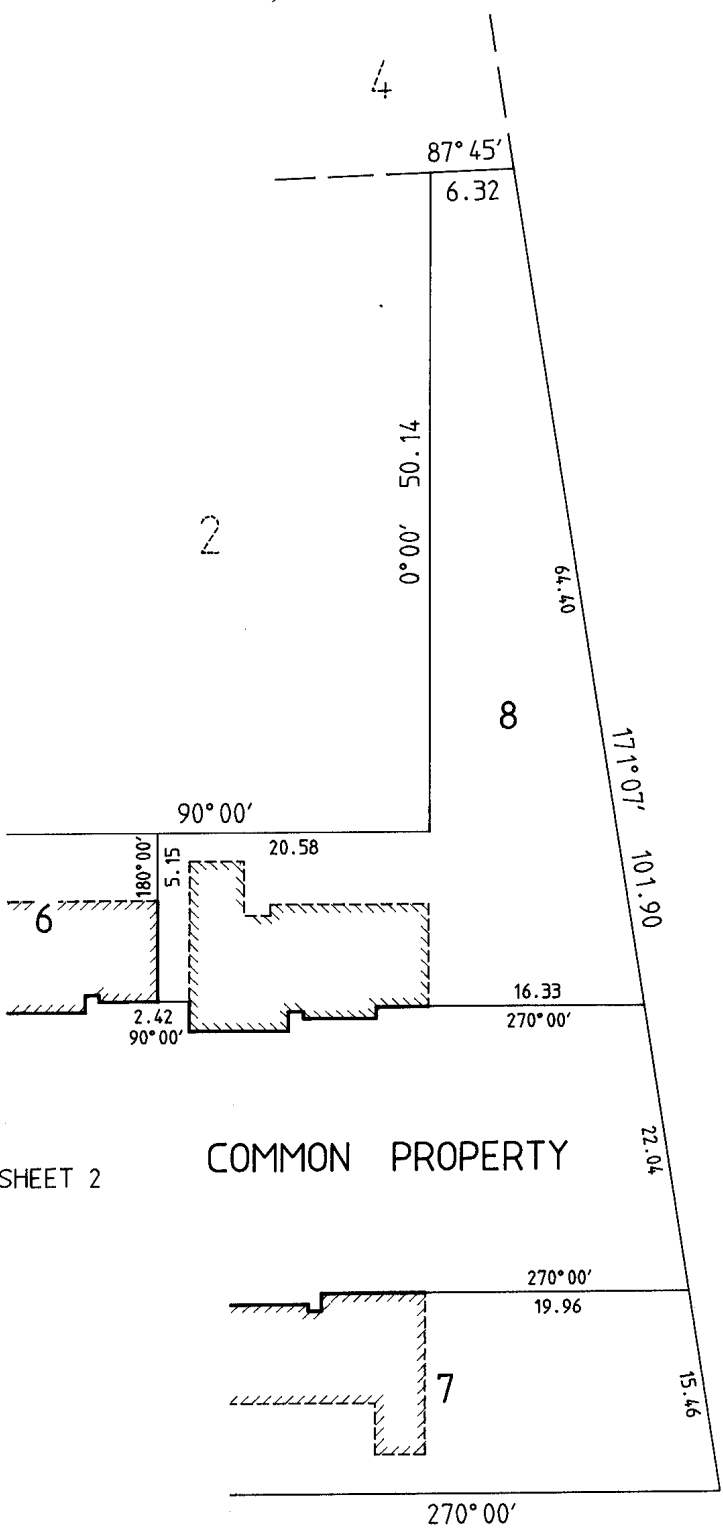
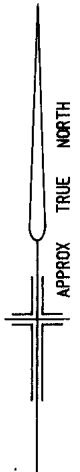
SHEET 2 OF 4 SHEETS

LICENSED SURVEYOR .....  
SIGNATURE ..... DATE / /  
REF: 16656U VERSION A  
28/3/91

ORIGINAL SCALE 1:400 SHEET SIZE A3  
LENGTHS ARE IN METRES  
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

**k.a. reed (group) pty. ltd.**  
 8 MARKET STREET, MELBOURNE, 3000.  
 TEL. 614 4911 FAX. 614 3877  
 A.C.N. 005 550 756  
 engineers architects planners cartographers

|                            |           |                   |
|----------------------------|-----------|-------------------|
| <b>PLAN OF SUBDIVISION</b> | STAGE No. | PLAN NUMBER       |
|                            |           | <b>PS 308566G</b> |



SEE SHEET 2

COMMON PROPERTY

**k.a.reed (group) pty.ltd.**  
 8 MARKET STREET, MELBOURNE, 3000.  
 TEL. 614 4911 FAX. 614 3877  
 surveyors A.C.N. 005 550 756  
 engineers architects planners cartographers

SHEET 3 OF 4 SHEETS

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:400

LENGTHS ARE IN METRES

LICENSED SURVEYOR .....

SIGNATURE ..... DATE / /

REF: **16656U** VERSION **A**

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

PS308566G

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT



# Department of Transport and Planning

## Owners Corporation Search Report

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Produced: 04/03/2026 01:06:01 PM

**OWNERS CORPORATION  
PLAN NO. PS308566G**

The land in PS308566G is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 8.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

POSITIVE OWNERS CORPORATION MANAGEMENT PTY LTD, SUITE 19 39 GRAND BOULEVARD MONTMORENCY VIC 3094

AT176201T 29/04/2020

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

| Land Parcel     | Entitlement | Liability |
|-----------------|-------------|-----------|
| Common Property | 0           | 0         |
| Lot 1           | 100         | 100       |
| Lot 2           | 100         | 100       |
| Lot 3           | 100         | 100       |
| Lot 4           | 100         | 100       |
| Lot 5           | 100         | 100       |
| Lot 6           | 100         | 100       |



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 04/03/2026 01:06:01 PM

**OWNERS CORPORATION  
PLAN NO. PS308566G**

### Entitlement and Liability:

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

| Land Parcel  | Entitlement   | Liability     |
|--------------|---------------|---------------|
| Lot 7        | 120           | 120           |
| Lot 8        | 130           | 130           |
| <b>Total</b> | <b>850.00</b> | <b>850.00</b> |

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

Statement End.

|                                    |                                 |                                  |   |
|------------------------------------|---------------------------------|----------------------------------|---|
| <b>Date of issue</b><br>05/03/2026 | <b>Assessment No.</b><br>357061 | <b>Certificate No.</b><br>181885 | <b>Your reference</b><br>79838573-018-5 |
|------------------------------------|---------------------------------|----------------------------------|---|

Landata  
GPO Box 527  
MELBOURNE VIC 3001

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

**Property location:** 2/40 Forest Street WHITTLESEA 3757

**Description:** LOT: 2 PS: 308566G

**AVPCC:** 120.2 Single Strata Unit

| <b>Level of values date</b> | <b>Valuation operative date</b> | <b>Capital Improved Value</b> | <b>Site Value</b> | <b>Net Annual Value</b> |
|-----------------------------|---------------------------------|-------------------------------|-------------------|-------------------------|
| 1 January 2025              | 1 July 2025                     | \$460,000                     | \$240,000         | \$23,000                |

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

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

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

#### Rates & charges

|   |                   |
|---|-------------------|
| General rate levied on 01/07/2025                     | \$1,087.60        |
| Food/Green waste bin charge levied on 01/07/2025      | \$95.30           |
| ESVF Fixed charge (Res) levied on 01/07/2025          | \$136.00          |
| ESVF Variable Levy (Res) levied on 01/07/2025         | \$79.58           |
| Waste Service Charge (Res/Rural) levied on 01/07/2025 | \$208.80          |
| Waste Landfill Levy Res/Rural levied on 01/07/2025    | \$105.85          |
| Arrears to 30/06/2025                                 | \$1,458.53        |
| Interest to 05/03/2026                                | \$0.00            |
| Other adjustments                                     | \$0.00            |
| Less Concessions                                      | \$0.00            |
| Sustainable land management rebate                    | \$0.00            |
| Payments  | \$0.00            |
| <i>Balance of rates &amp; charges due:</i>            | <b>\$3,171.66</b> |

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

|  |                   |
|--|-------------------|
| <b>Total rates, charges and other monies due</b> | <b>\$3,171.66</b> |
|--|-------------------|

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

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

Free telephone interpreter service

 **131 450**

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

### ***Interest penalty on late payments***

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

## 6. Other information:



Authorising Officer

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

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

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**Payment can be made using these options.**

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **357061**



Phone 1300 301 185  
Ref **357061**



Biller Code **5157**  
Ref **357061**

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

Your Ref: 79838573-020-8

18 March 2026

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION  
 Unit 2, 40 (Lot 2) Forest Street, Whittlesea**

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

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

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

In the last 10 years no building permits were issued.

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

|   |                       |
|---|-----------------------|
| Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... | <b>Not Applicable</b> |
| Details of any current notice or order issued by the relevant building surveyor under the Act ..... | <b>No</b>             |

*(Please consult with Owner for copy of Building Notice where applicable)*

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

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

Yours sincerely

**BUILDING & PLANNING  
 CITY OF WHITTLESEA**

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

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

 **Free Telephone Interpreter Service**

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

4th March 2026

Denways Legal & Conveyancing C/- InfoTrack (Smokeb  
LANDATA

Dear Denways Legal &amp; Conveyancing C/- InfoTrack (Smokeb,

**RE: Application for Water Information Statement**

|  |   |
|--|---|
| <b>Property Address:</b>               | 2/40 FOREST STREET WHITTLESEA 3757                            |
| <b>Applicant</b>                       | Denways Legal & Conveyancing C/- InfoTrack (Smokeb<br>LANDATA |
| <b>Information Statement</b>           | 31016473  |
| <b>Conveyancing Account<br/>Number</b> | 7959580000  |
| <b>Your Reference</b>                  | 586940  |

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

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

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

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## **Yarra Valley Water Property Information Statement**

|                  |                                    |
|------------------|------------------------------------|
| Property Address | 2/40 FOREST STREET WHITTLESEA 3757 |
|------------------|------------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

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

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

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

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

## **Melbourne Water Property Information Statement**

|                  |                                    |
|------------------|------------------------------------|
| Property Address | 2/40 FOREST STREET WHITTLESEA 3757 |
|------------------|------------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

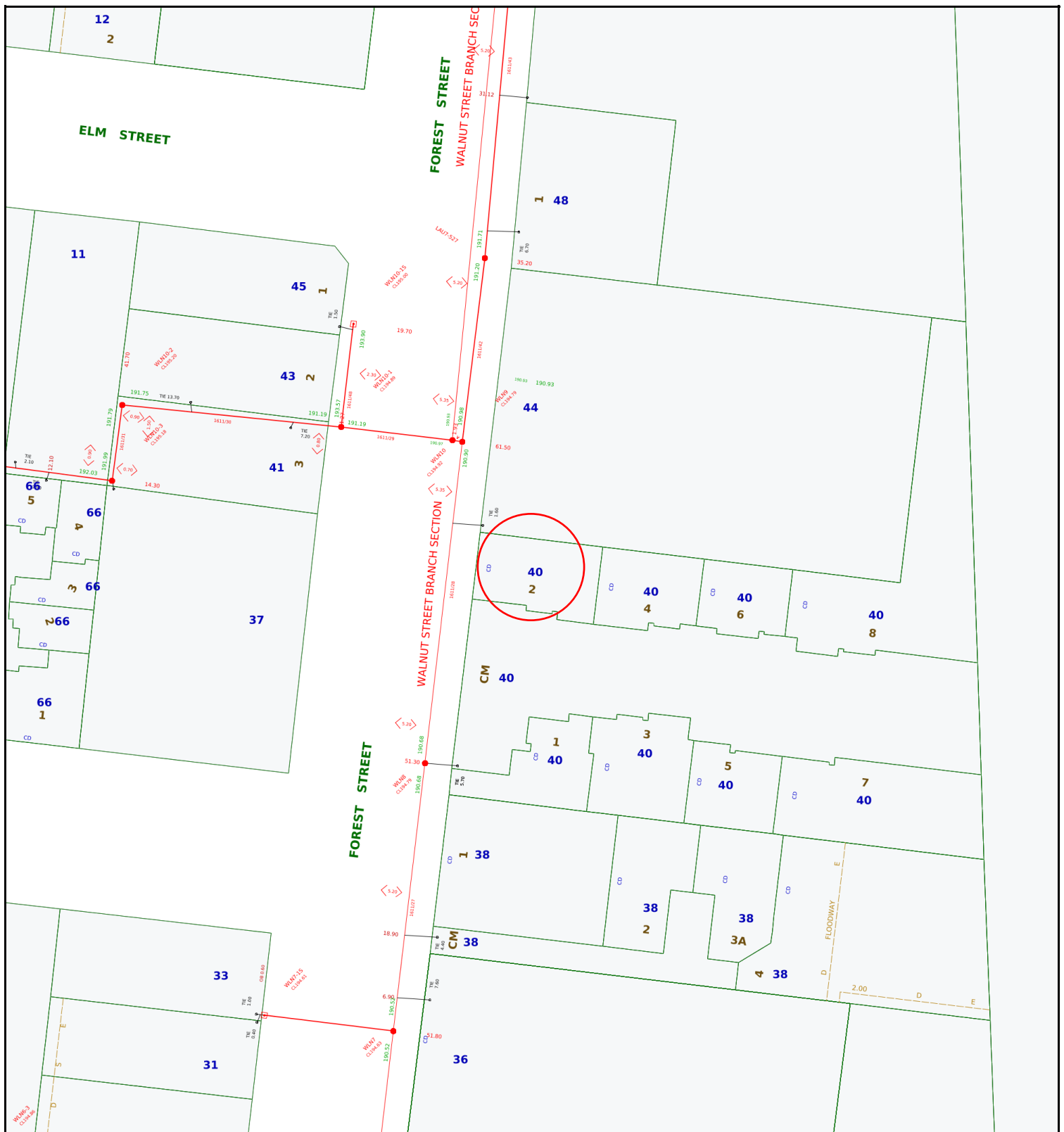
The Plenty River and Bruces Creek watercourse (also known as Yarra Creek) is located in the vicinity of the property. For further information contact Melbourne Water on 9679 7517.

The applicable flood level for this property is RL 194.2 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: 31016473**

|                |                                    |
|----------------|------------------------------------|
| <b>Address</b> | 2/40 FOREST STREET WHITTLESEA 3757 |
| <b>Date</b>    | 04/03/2026                         |
| <b>Scale</b>   | 1:1000                             |



ABN 93 066 902 501

|                 |                     |  |  |
|-----------------|---------------------|--|--|
| Existing Title  | Access Point Number | GLV2-42 MW Drainage Channel Centreline |  |
| Proposed Title  | Sewer Manhole       | MW Drainage Underground Centreline     |  |
| Easement        | Sewer Pipe Flow     | MW Drainage Manhole                    |  |
| Existing Sewer  | Sewer Offset        | 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;

Denways Legal & Conveyancing C/- InfoTrack (Smokeb  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 6938630000  
**Rate Certificate No:** 31016473

**Date of Issue:** 04/03/2026  
**Your Ref:** 586940

With reference to your request for details regarding:

| Property Address                         | Lot & Plan | Property Number | Property Type |
|--|------------|-----------------|---------------|
| UNIT 2/40 FOREST ST, WHITTLESEA VIC 3757 | 2\PS308566 | 1495043         | Residential   |

| Agreement Type   | Period                   | Charges  | Outstanding |
|--|--------------------------|----------|-------------|
| Residential Water Service Charge   | 01-01-2026 to 31-03-2026 | \$20.80  | \$20.80     |
| Residential Water and Sewer Usage Charge<br>Estimated Average Daily Usage \$0.00 | 05-12-2025 to 05-02-2026 | \$0.00   | \$0.00      |
| Residential Sewer Service Charge   | 01-01-2026 to 31-03-2026 | \$119.92 | \$119.92    |
| Parks Fee  | 01-01-2026 to 31-03-2026 | \$22.14  | \$22.14     |
| Drainage Fee   | 01-01-2026 to 31-03-2026 | \$16.92  | \$16.92     |

### Other Charges:

Interest No interest applicable at this time

No further charges applicable to this property

**Balance Brought Forward** \$183.76

**Total for This Property** \$363.54



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

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

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

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

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

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

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

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**Property No:** 1495043

**Address:** UNIT 2/40 FOREST ST, WHITTLESEA VIC 3757

**Water Information Statement Number:** 31016473

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 69386300000

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

06 March 2026

INFOTRACK  
Level 5, North Tower  
459 Collins Street  
Melbourne VIC 3000

PLAN OF SUBDIVISION NO. 308566  
40 - 42 Forest Street, Whittlesea 3757  
LOT NO: 2  
UNIT NO: 2

on behalf of Denways Legal & Conveyancing - client ref: 25-3130

We refer to your request and now enclose Owners Corporation Certificate for the above property.

PLEASE NOTE:  
OWNERS CORPORATION ACT 2006

#### 134. Address of new owners

(1) A lot owner who sells a lot must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

(2) A person who acquires a lot must advise the owners corporation of the person's name and address within one month of the completion of the contract.

#### Delivery of Documents

If a request for a certificate or documents is made by email, or if an email address is provided with a request, the certificate or documents will be delivered by email. Where an email address is not provided and the certificate or documents will be delivered by mail. The only documents which will not be delivered by email are documents which require production of the original such as a lease, licence, special privilege or any deed of assignment or transfer. Certificates and documents will only be forwarded by post when an email address is not provided. Where delivery is by email, the original documents will not be posted.

#### Documents for Execution by Owners Corporation

Any document prepared by a party for execution by the owners corporation must use the correct terminology. Reference must not be made to body corporate unless the context 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 Positive Owners Corporation Management 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

POSITIVE OWNERS CORPORATION MANAGEMENT PTY LTD



MARTIN MELTZER  
Manager

Tel: 9431 4111

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

**OWNERS CORPORATIONS CERTIFICATE**  
**Owners Corporations Act 2006 (Section 151)**  
**Owners Corporations Regulations 2018 (Regulation 16)**

Owners Corporation 40 - 42 FOREST STREET  
 40 - 42 Forest Street Whittlesea 3757

Plan Number: 308566

Vendor Mr T Fogarty

Reference

This certificate is issued for Lot 2 on Plan Number 308566 Lot Liability 100.00 Lot Entitlement 100.00  
 the postal address of which is: 2/40 - 42 Forest Street, Whittlesea 3757

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 |
|----------------------|--------|----------|-----------|-------------|
| 01/10/25 to 31/03/26 | 941.18 | 01/10/25 |           | 03/09/25    |
| 01/04/26 to 30/09/26 | 941.17 | 01/04/26 |           | 04/03/26    |
| 01/10/26****31/03/27 | 941.17 | 01/10/26 |           |             |

Regulation 16(b)

The Administration Fund fees are paid up until 31/03/25  
 Amount unpaid including billed not yet due \$2,823.53

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Administration Fund Fees \$1,882.36  
 (Credit shown with -)

2 The current fees for Maintenance Fund for the above lot are:

| Description          | Amount | Due Date | Date Paid | Notice Date |
|----------------------|--------|----------|-----------|-------------|
| 01/10/25 to 31/03/26 | 470.59 | 01/10/25 |           | 03/09/25    |
| 01/04/26 to 30/09/26 | 470.59 | 01/04/26 |           | 04/03/26    |
| 01/10/26****31/03/27 | 470.59 | 01/10/26 |           |             |

Regulation 16(b)

The Maintenance Fund fees are paid up until 31/03/25  
 Amount unpaid including billed not yet due \$1,411.77

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Maintenance Fund Fees \$941.18  
 (Credit shown with -)

3 Regulation 16(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 Nil  
 (Credit shown with -)

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

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees Nil  
 (Credit shown with -)

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:

\$0.77





*Victoria*  
OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 2

On

Plan Number

308566

Dated: 06/03/2026

Owners Corporation Manager  
Jane Wenn

**OWNERS CORPORATION PLAN NO. 308566G**  
 40 - 42 FOREST STREET, WHITTLESEA  
 MINUTES OF THE 2025 ANNUAL GENERAL MEETING OF MEMBERS  
 OF  
 OWNERS CORPORATION PLAN NO. 308566 HELD AT WHITTLESEA BOWLS CLUB  
 (101 CHURCH STREET, WHITTLESEA)  
 ON WEDNESDAY 12 NOVEMBER 2025 AT 3PM

|                                     |   |          |
|-------------------------------------|---|----------|
| <b>PRESENT :</b>                    | Name  | Unit No. |
|                                     | Lynette O'Dwyer   | 1        |
|                                     | George Aslanis representing   | 3        |
|                                     | Julie Lees  | 4        |
|                                     | Angie Longbottom  | 7        |
| <b>IN ATTENDANCE :</b>              | Mr Martin Meltzer, Positive Owners Corporation Management P/L<br>Jane Wenn, Positive Owners Corporation Management P/L  |          |
| <b>CHAIRPERSON :</b>                | <b>IT WAS RESOLVED</b> to appoint Martin Meltzer of Positive Owners Corporation Management to act as the Chairperson of the Meeting.  |          |
| <b>APOLOGIES :</b>                  | Nil   |          |
| <b>PROXIES :</b>                    | Nil   |          |
| <b>MINUTES OF THE PREVIOUS AGM:</b> | <b>IT WAS RESOLVED</b> that the Minutes of the Annual General Meeting held on 19th November 2024 as presented to the Meeting be confirmed as a true and accurate account of proceedings at that Meeting.  |          |
| <b>FINANCIAL STATEMENTS:</b>        | <b>IT WAS RESOLVED</b> to approve and adopt the Financial Statements prepared by Positive Owners Corporation Management and consisting of the following:<br><br>(a) Statement of Financial Performance for the year ended 30.09.2025<br>(b) Statement of Financial Position as at 30.09.2025  |          |
| <b>INSURANCE :</b>                  | <p><b>IT WAS RESOLVED</b> that the Manager arrange a valuation for Insurance of the Buildings and Improvements from an independent valuer and forthwith insure the Buildings and Improvements as indicated by such valuation.</p> <p>The manager noted that a special levy may be issued to defray the cost of increase in insurance once the valuation has been completed.</p> <p><b>IT WAS FURTHER RESOLVED</b> that pending Valuation for Insurance, and as required under Part 3 Division 6 of the Owners Corporations Act 2006, the Manager continue the following cover on all the land and property in which the Owners Corporation has an insurable interest with the present Insurance Company upon renewal the Manager has a standing direction to renew the policy with an increase in cover as recommended by the Insurer or Broker.</p> <p>Insurer:                                    CHU (AB PHILLIPS)<br/>         Excess:                                     \$1,000 INSURED PROPERTY<br/>         Building:                                    \$4,214,739<br/>         Public Liability:                         \$20,000,000<br/>         Office Bearers Liability:                \$100,000</p> <p>Members were reminded that Owners Corporation insurance <b>does not</b> cover contents or owners chattels, including carpets and floating floors, inside</p> |          |

|  |  |            |                                   |        |                                    |        |                                    |            |                                   |        |                                   |        |                                   |
|--|--|------------|-----------------------------------|--------|------------------------------------|--------|------------------------------------|------------|-----------------------------------|--------|-----------------------------------|--------|-----------------------------------|
|  | <p>the units. Each owner should have Contents Insurance which includes personal Public Liability. Landlords are advised to have Landlords Contents cover.</p> <p>Positive Owners Corporation Management advised that there if there is an insurance claim that pertains to your unit only, the lot owner is responsible for the payment of the excess. If there is a common property claim then the excess is payable by the Owners Corporation.</p>   |            |                                   |        |                                    |        |                                    |            |                                   |        |                                   |        |                                   |
| <b>COMMITTEE OF MANAGEMENT :</b>   | <p>No Members were nominated to the Committee of Management therefore the Owners Corporation does not have a Committee.</p> <p><b>IT WAS RESOLVED</b> pursuant section 98 of the Owners Corporations Act 2006 to appoint George Aslanis of Unit 3 as Chairperson of the Owners Corporation.</p>  |            |                                   |        |                                    |        |                                    |            |                                   |        |                                   |        |                                   |
| <b>FEE TO COVER GENERAL ADMINISTRATION AND MAINTENANCE 01.10.2025 - 30.09.2026</b> | <p><b>IT WAS RESOLVED</b> that pursuant to Section 23 of the Owners Corporations Act 2006 an amount of \$24,000 including GST, if applicable, be raised to meet the anticipated expenses for the current financial year of the Owners Corporation being 01.10.2025 - 30.09.2026. This Fund is to remain in force until the next Annual General Meeting.</p> <p><u>Administration Fund - \$16,000</u><br/>The fees per unit for the half year commencing 1st October, 1st April as follows:</p> <table> <tr> <td>Unit 1 – 6</td> <td>\$941.18 per unit / per half year</td> </tr> <tr> <td>Unit 7</td> <td>\$1129.41 per unit / per half year</td> </tr> <tr> <td>Unit 8</td> <td>\$1223.53 per unit / per half year</td> </tr> </table> <p><u>Maintenance Fund - \$8,000</u><br/>The fees per unit for the half year commencing 1st October, 1st April as follows:</p> <table> <tr> <td>Unit 1 - 6</td> <td>\$470.59 per unit / per half year</td> </tr> <tr> <td>Unit 7</td> <td>\$564.71 per unit / per half year</td> </tr> <tr> <td>Unit 8</td> <td>\$611.76 per unit / per half year</td> </tr> </table> <p><b>IT WAS RESOLVED</b> that should there be a shortfall in the funds of the Owners Corporation to meet its statutory or contractual commitment, including maintaining a current insurance policy, then the Owners Corporation manager may strike a special levy to meet the shortfall in funds to comply with the statutory and/or contractual obligations.</p> <p><b>IT WAS RESOLVED</b> that pursuant to section 31 of the <i>Owners Corporations Act 2006</i> the Manager will issue fee notices in the approved form and that the Date of Notice will be the production date of that notice.</p> <p>The manager advised the meeting that any surplus funds in the maintenance fund at 30.09.2026 is to be transferred to the balance in the administration fund to defray potential increases in insurance etc.</p> | Unit 1 – 6 | \$941.18 per unit / per half year | Unit 7 | \$1129.41 per unit / per half year | Unit 8 | \$1223.53 per unit / per half year | Unit 1 - 6 | \$470.59 per unit / per half year | Unit 7 | \$564.71 per unit / per half year | Unit 8 | \$611.76 per unit / per half year |
| Unit 1 – 6   | \$941.18 per unit / per half year  |            |                                   |        |                                    |        |                                    |            |                                   |        |                                   |        |                                   |
| Unit 7   | \$1129.41 per unit / per half year   |            |                                   |        |                                    |        |                                    |            |                                   |        |                                   |        |                                   |
| Unit 8   | \$1223.53 per unit / per half year   |            |                                   |        |                                    |        |                                    |            |                                   |        |                                   |        |                                   |
| Unit 1 - 6   | \$470.59 per unit / per half year  |            |                                   |        |                                    |        |                                    |            |                                   |        |                                   |        |                                   |
| Unit 7   | \$564.71 per unit / per half year  |            |                                   |        |                                    |        |                                    |            |                                   |        |                                   |        |                                   |
| Unit 8   | \$611.76 per unit / per half year  |            |                                   |        |                                    |        |                                    |            |                                   |        |                                   |        |                                   |
| <b>LATE PAYMENT OF MAINTENANCE</b>   | <p><b>IT WAS RESOLVED</b> that fees and charges are payable within the statutory period of 28 days from the Date of Notice as set out on the Fee Notice.</p>   |            |                                   |        |                                    |        |                                    |            |                                   |        |                                   |        |                                   |

|   |   |
|---|---|
| <b>CHARGES &amp; LEVIES:</b>            | <p><b>IT WAS FURTHER RESOLVED</b> that the Owners Corporation will, pursuant to section 29 of the <i>Owners Corporations Act 2006</i>, apply interest to the amounts owing by a member after the due date at the rate fixed from time to time under the <i>Penalty Interest Rates Act 1983</i>.</p> <p><b>IT WAS RESOLVED FURTHER</b> that the costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the <i>Owners Corporations Act 2006</i>, Act No. 69/2006, will be fully recoverable from the indebted lot owner.</p> <p>This includes administrative fees charged to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.</p>  |
| <b>ARREARS AS AT DATE OF MEETING</b>    | <p>The Manager advised the Meeting that there were several owners in arrears as at date of Meeting.</p> <p><b>IT WAS RESOLVED</b> that if these arrears are not paid within 30 days the Manager is instructed at their discretion to take legal action for recovery of same.</p>  |
| <b>OCCUPATIONAL HEALTH &amp; SAFETY</b> | <p>The Manager advised the meeting of the operation of the Occupational Health &amp; Safety Act 2004 and the need for compliance so as not to adversely impact on the insurance policy of the property and in order to avoid any possible penalties being applied to the Owners Corporation. The Manager advised members that Positive Owners Corporation Management Pty Ltd is not a building surveyor or engineer and is not able to determine compliance obligations.</p> <p><b>IT WAS RESOLVED</b> not to appoint a Consultant to carry out an assessment to determine compliance with Occupational Health &amp; Safety Act 2004 provisions, notwithstanding the Manager's recommendation that the Owners Corporation appoint a Consultant to carry out an assessment to determine compliance with Occupational Health &amp; Safety Act 2004 provisions.</p> <p>Members advised the Manager that they will undertake their own inspection of the Common Property and will advise the manager of any irregularities that arise on the common property.</p> |
| <b>DELEGATION TO CHAIRPERSON:</b>       | <p><b>IT WAS RESOLVED</b> that the Owners Corporation delegates by these minutes to the Chairperson of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the Owners Corporations Act 2006.</p>   |
| <b>DELEGATION TO MANAGER:</b>           | <p><b>IT WAS RESOLVED</b> that pursuant to Section 11 of the Owners Corporations Act 2006 the Owners Corporation delegates powers and functions to the Manager as set out in these minutes and the Contract of Appointment.</p>   |
| <b>COMMON SEAL:</b>                     | <p><b>IT WAS RESOLVED</b> pursuant to section 20 of the <i>Owners Corporation Act 2006</i> to authorise the affixing of the common seal of the Owners Corporation to leases, licences, assignments or transfer of leases or licences, contracts and agreements required to be executed under the common seal of the Owners Corporation if approved by the Chairperson</p>   |
| <b>GENERAL BUSINESS:</b>                | <p><u>ASPHALT</u><br/>Members advised the meeting of grass and weeds growing through the recently laid asphalt. The manager advised that contact has already been</p>   |

|  |   |
|--|---|
|  | made with Roadsafe with regards to this matter. |
|--|---|

GARDEN

The manager was requested to make contact with the gardener as the gardens are in need of mowing.

THERE BEING NO FURTHER BUSINESS THE MEETING WAS DECLARED CLOSED AT 3:15 PM

## **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.

Owners Corporations Regulations 2018

S.R. No. 154/2018

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

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**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.

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## Plan of Subdivision No. 308566

ABN 38 383 834 750

### STATEMENT

Mr T Fogarty  
 PO Box 244  
 Osborne Park WA 6917

| Statement Period       |   |         |   |
|------------------------|---|---------|---|
| 01 Oct 24 to 06 Mar 26 |   |         |   |
| A/c No                 | 2 | Lot No  | 2 |
| Page Number            | 1 | Unit No | 2 |

Transfer Date: 31/10/19

| Date                                | Type              | Details              | Reference | Debit      | Credit     | Balance    |
|-------------------------------------|-------------------|----------------------|-----------|------------|------------|------------|
|                                     |                   | Brought forward      |           | \$4,026.88 |            | \$4,026.88 |
| 01/10/24                            | Admin Fund        | 01/10/24 to 31/03/25 | I0000130  | \$905.88   |            | \$4,932.76 |
| 01/10/24                            | Maintenance Fund  | 01/10/24 to 31/03/25 | I0000138  | \$470.59   |            | \$5,403.35 |
| 31/10/24                            | Journal           | Interest to 31/10/24 | J0001059  | \$30.23    |            | \$5,433.58 |
| 31/10/24                            | Journal           | Interest to 31/10/24 | J0001059  | \$12.00    |            | \$5,445.58 |
| 15/11/24                            | Other             | Arrears Notice Fee   | M0000039  | \$27.50    |            | \$5,473.08 |
| 30/11/24                            | Journal           | Interest to 30/11/24 | J0001090  | \$29.27    |            | \$5,502.35 |
| 30/11/24                            | Journal           | Interest to 30/11/24 | J0001090  | \$11.61    |            | \$5,513.96 |
| 06/12/24                            | Additional Fund 1 | 01/01/25             | I0000146  | \$35.29    |            | \$5,549.25 |
| 31/12/24                            | Journal           | Interest to 31/12/24 | J0001110  | \$30.23    |            | \$5,579.48 |
| 31/12/24                            | Journal           | Interest to 31/12/24 | J0001110  | \$12.00    |            | \$5,591.48 |
| 31/01/25                            | Receipt           | Admin Fund           | R0000120  |            | \$3,424.11 | \$2,167.37 |
| 31/01/25                            | Receipt           | Maintenance Fund     | RA000120  |            | \$1,411.77 | \$755.60   |
| 31/01/25                            | Receipt           | Additional Fund 1    | RB000120  |            | \$62.35    | \$693.25   |
| 31/01/25                            | Receipt           | Other                | RC000120  |            | \$110.00   | \$583.25   |
| 31/01/25                            | Journal           | Interest to 31/01/25 | J0001127  | \$30.23    |            | \$613.48   |
| 31/01/25                            | Journal           | Interest to 31/01/25 | J0001127  | \$12.00    |            | \$625.48   |
| 31/01/25                            | Journal           | Interest to 31/01/25 | J0001135  | \$0.30     |            | \$625.78   |
| <b>More details on next page...</b> |                   |                      |           | \$5,634.01 | \$5,008.23 | \$625.78   |

| Over 90 Days | 90 Days | 60 Days | 30 Days | Current  | <b>BALANCE DUE: \$4,237.62</b> |             |
|--------------|---------|---------|---------|----------|--------------------------------|-------------|
| 2,996.54     | 23.98   | 23.98   | 21.66   | 1,169.14 | Date Paid                      | Amount Paid |



POSITIVE OWNERS CORP MGT



DEFT Reference Number:  
284165495 1000 0000 029



Billers Code: 96503  
Ref: 284165495 1000 0000 029

Lot 2/ Unit 2  
40 - 42 Forest Street

Visit [www.deft.com.au](http://www.deft.com.au) to pay by card or direct debit.  
 \*\* Payments by credit card may attract a surcharge

Internet & Telephone Banking - BPAY  
 Make this payment from your preferred bank account or card  
 BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518



Pay in-store at Australia Post by cheque or EFTPOS  
 All cheques must be made payable to:  
 Owners of 40-42 Forest Street O.C.S.P. 308566



\*496 284165495 10000000029

TOTAL AMOUNT DUE  
 DUE DATE

**\$4,237.62**

## Plan of Subdivision No. 308566

ABN 38 383 834 750

### STATEMENT

 Mr T Fogarty  
 PO Box 244  
 Osborne Park WA 6917

| Statement Period       |   |         |   |
|------------------------|---|---------|---|
| 01 Oct 24 to 06 Mar 26 |   |         |   |
| A/c No                 | 2 | Lot No  | 2 |
| Page Number            | 2 | Unit No | 2 |

Transfer Date: 31/10/19

| Date                                | Type             | Details              | Reference | Debit              | Credit            | Balance           |
|-------------------------------------|------------------|----------------------|-----------|--------------------|-------------------|-------------------|
| 03/02/25                            | Journal          | rev int              | J0001143  |                    | \$381.71          | \$244.07          |
| 03/02/25                            | Journal          | rev int              | J0001144  |                    | \$106.57          | \$137.50          |
| 03/02/25                            | Journal          | rev arr mon          | J0001185  |                    | \$27.50           | \$110.00          |
| 03/02/25                            | Journal          | rev arr mon          | J0001186  |                    | \$35.29           | \$74.71           |
| 03/02/25                            | Journal          | rev arr mon          | J0001187  |                    | \$74.71           | \$0.00            |
| 04/03/25                            | Admin Fund       | 01/04/25 to 30/09/25 | I0000154  | \$941.18           |                   | \$941.18          |
| 04/03/25                            | Maintenance Fund | 01/04/25 to 30/09/25 | I0000162  | \$470.59           |                   | \$1,411.77        |
| 30/04/25                            | Journal          | Interest to 30/04/25 | J0001243  | \$7.74             |                   | \$1,419.51        |
| 30/04/25                            | Journal          | Interest to 30/04/25 | J0001243  | \$3.87             |                   | \$1,423.38        |
| 31/05/25                            | Journal          | Interest to 31/05/25 | J0001259  | \$7.99             |                   | \$1,431.37        |
| 31/05/25                            | Journal          | Interest to 31/05/25 | J0001259  | \$4.00             |                   | \$1,435.37        |
| 30/06/25                            | Journal          | Interest to 30/06/25 | J0001271  | \$7.74             |                   | \$1,443.11        |
| 30/06/25                            | Journal          | Interest to 30/06/25 | J0001271  | \$3.87             |                   | \$1,446.98        |
| 31/07/25                            | Journal          | Interest to 31/07/25 | J0001283  | \$7.99             |                   | \$1,454.97        |
| 31/07/25                            | Journal          | Interest to 31/07/25 | J0001283  | \$4.00             |                   | \$1,458.97        |
| 22/08/25                            | Other            | Arrears Notice Fee   | M0000040  | \$27.50            |                   | \$1,486.47        |
| 31/08/25                            | Journal          | Interest to 31/08/25 | J0001297  | \$7.99             |                   | \$1,494.46        |
| 31/08/25                            | Journal          | Interest to 31/08/25 | J0001297  | \$4.00             |                   | \$1,498.46        |
| 03/09/25                            | Admin Fund       | 01/10/25 to 31/03/26 | I0000170  | \$941.18           |                   | \$2,439.64        |
| 03/09/25                            | Maintenance Fund | 01/10/25 to 31/03/26 | I0000178  | \$470.59           |                   | \$2,910.23        |
| 30/09/25                            | Journal          | Interest to 30/09/25 | J0001319  | \$7.74             |                   | \$2,917.97        |
| 30/09/25                            | Journal          | Interest to 30/09/25 | J0001319  | \$3.87             |                   | \$2,921.84        |
| 31/10/25                            | Journal          | Interest to 31/10/25 | J0001377  | \$15.98            |                   | \$2,937.82        |
| 31/10/25                            | Journal          | Interest to 31/10/25 | J0001377  | \$8.00             |                   | \$2,945.82        |
| 18/11/25                            | Other            | Arrears Notice Fee   | M0000041  | \$27.50            |                   | \$2,973.32        |
| 30/11/25                            | Journal          | Interest to 30/11/25 | J0001410  | \$15.48            |                   | \$2,988.80        |
| 30/11/25                            | Journal          | Interest to 30/11/25 | J0001410  | \$7.74             |                   | \$2,996.54        |
| 31/12/25                            | Journal          | Interest to 31/12/25 | J0001435  | \$15.98            |                   | \$3,012.52        |
| 31/12/25                            | Journal          | Interest to 31/12/25 | J0001435  | \$8.00             |                   | \$3,020.52        |
| 31/01/26                            | Journal          | Interest to 31/01/26 | J0001458  | \$15.98            |                   | \$3,036.50        |
| 31/01/26                            | Journal          | Interest to 31/01/26 | J0001458  | \$8.00             |                   | \$3,044.50        |
| 28/02/26                            | Journal          | Interest to 28/02/26 | J0001473  | \$14.44            |                   | \$3,058.94        |
| 28/02/26                            | Journal          | Interest to 28/02/26 | J0001473  | \$7.22             |                   | \$3,066.16        |
| 03/03/26                            | Journal          | rev int              | J0001482  |                    | \$125.05          | \$2,941.11        |
| 03/03/26                            | Journal          | rev int              | J0001483  |                    | \$62.57           | \$2,878.54        |
| 03/03/26                            | Journal          | Cr L2                | J0001511  |                    | \$55.00           | \$2,823.54        |
| 04/03/26                            | Admin Fund       | 01/04/26 to 30/09/26 | I0000186  | \$941.17           |                   | \$3,764.71        |
| 04/03/26                            | Maintenance Fund | 01/04/26 to 30/09/26 | I0000194  | \$470.59           |                   | \$4,235.30        |
| 06/03/26                            |                  | Interest to 06/03/26 |           | \$2.32             |                   | \$4,237.62        |
| <b>More details on next page...</b> |                  |                      |           | <b>\$10,114.25</b> | <b>\$5,876.63</b> | <b>\$4,237.62</b> |

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 18 March 2026 10:00 PM

## PROPERTY DETAILS

Address: **2/40 FOREST STREET WHITTLESEA 3757**  
 Lot and Plan Number: **Lot 2 PS308566**  
 Standard Parcel Identifier (SPI): **2\PS308566**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **357061**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 246 G8**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
 Legislative Assembly: **YAN YEAN**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



**GRZ - General Residential**

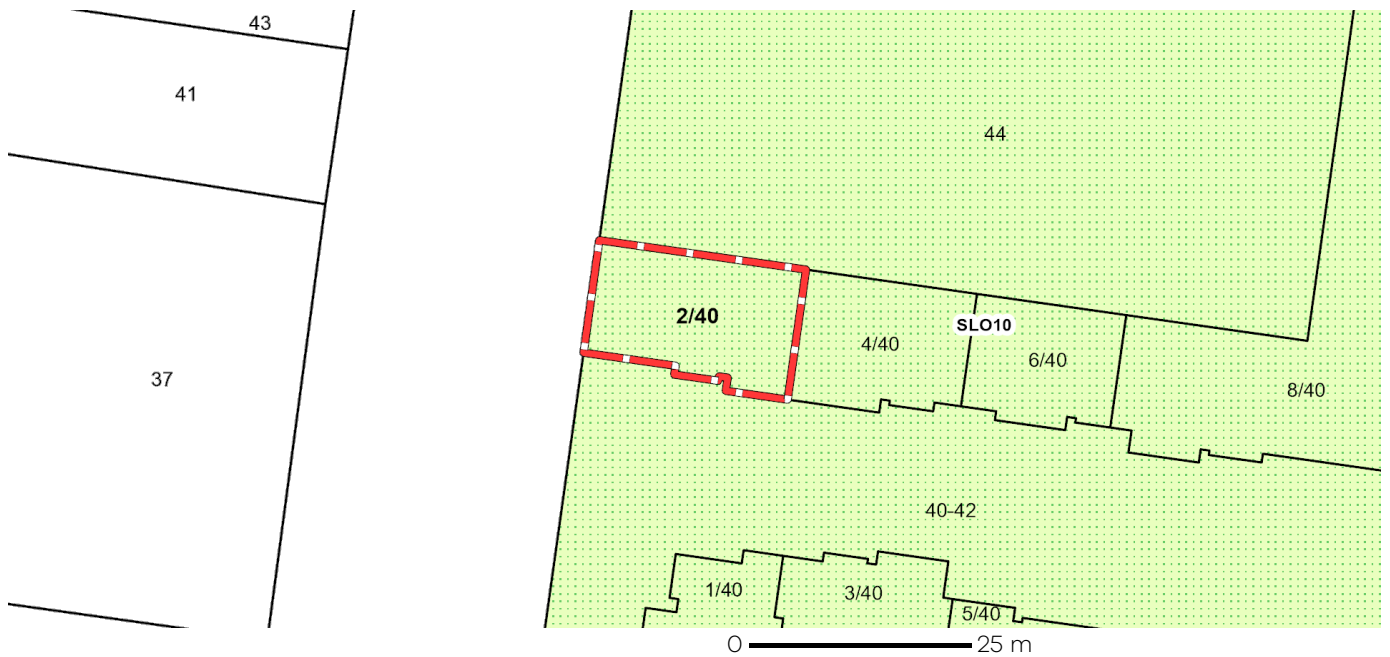
**RCZ - Rural Conservation**

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

## Planning Overlays

### SIGNIFICANT LANDSCAPE OVERLAY (SLO)

#### SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 10 (SLO10)



**SLO - Significant Landscape Overlay**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### RURAL FLOODWAY OVERLAY (RFO)



**FO - Floodway 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.

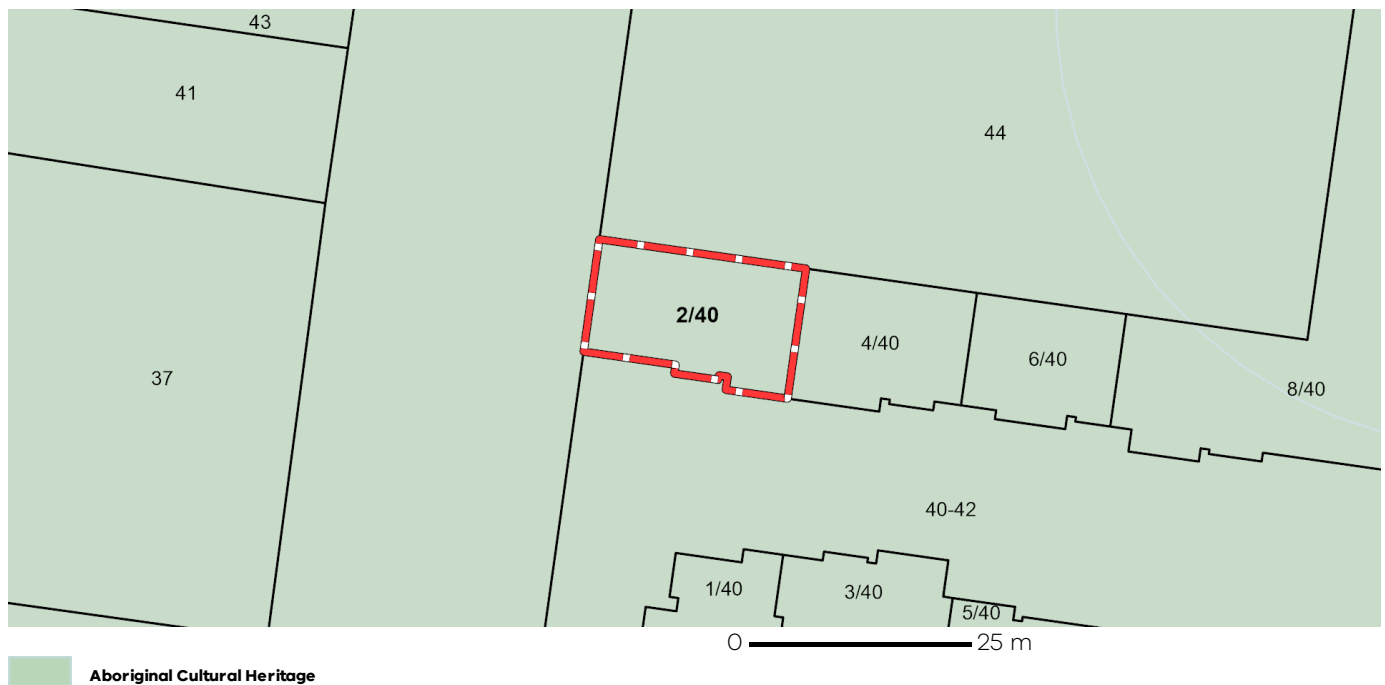
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 <https://heritage.achris.vic.gov.au/aavQuestion1.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.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 13 March 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> 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 \(environment.vic.gov.au\)](#)