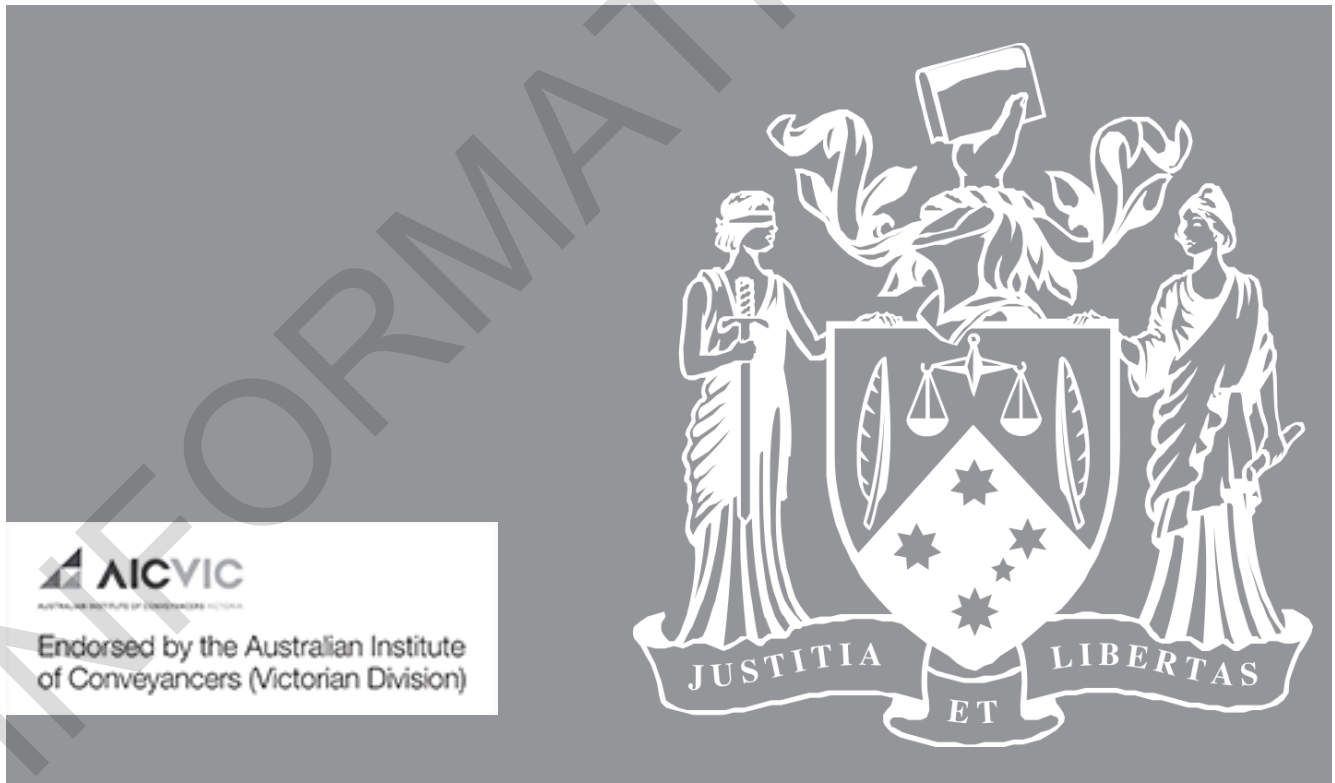




Contract of Sale of Land

Property: Unit 3, 12 Cutler Court, Lalor VIC 3075

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Endorsed by the Australian Institute of Conveyancers (Victorian Division)

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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

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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:

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ACN:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable)

WHERE SIGNATORY IS A COMPANY

EXECUTED by **NARJODH SINGH BHULLA (DIRECTOR)**

NORTHERN CHARGERS PTY LTD ACN 624 590 469

.....

NARJODH SINGH BHULLA (DIRECTOR)

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

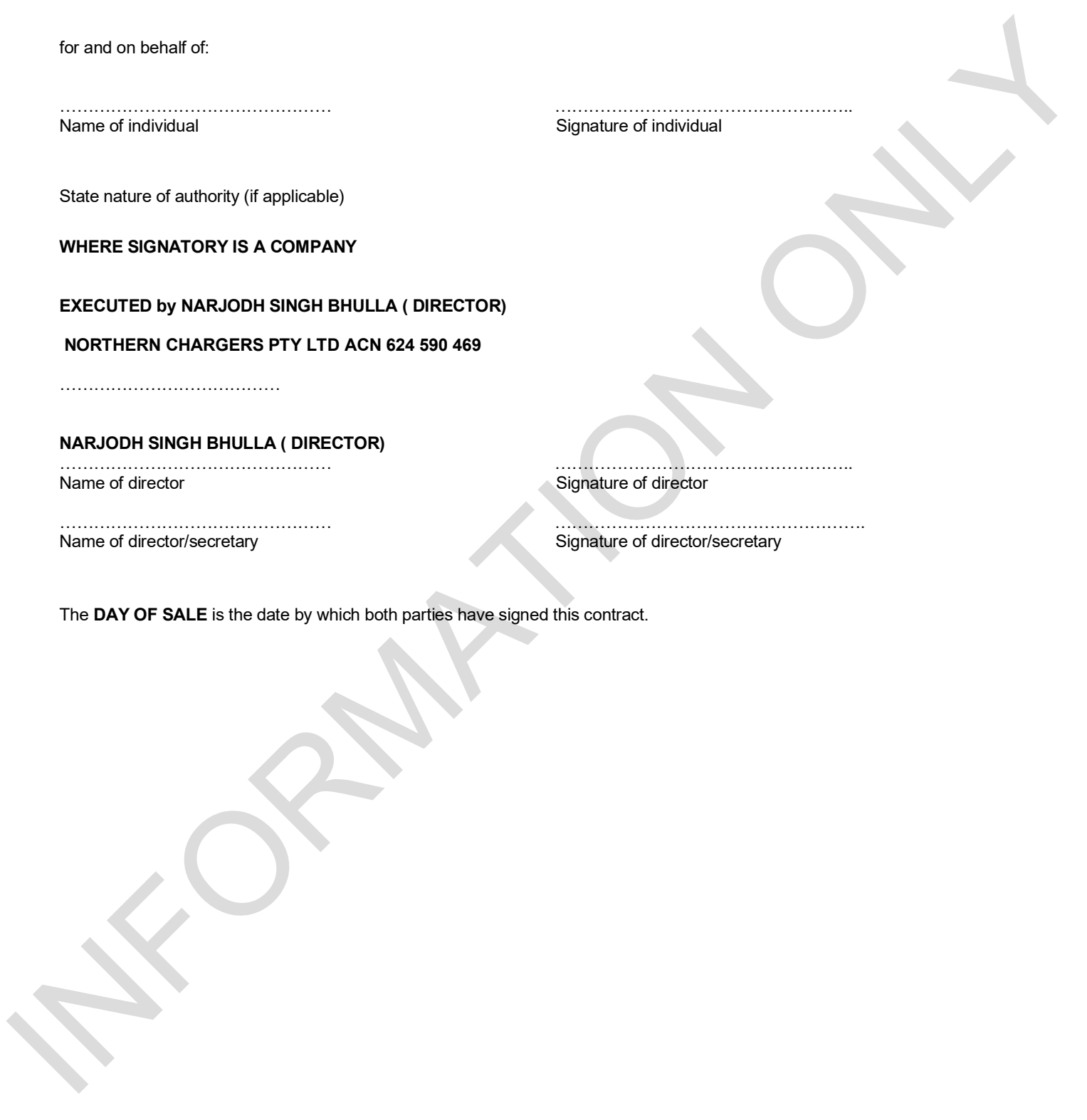


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Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co
Address: _____
Email: sold@rataandco.com.au
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Vendor

Name: NORTHERN CHARGERS PTY LTD ACN 624 590 469
Address: _____
ABN/ACN: ACN 624 590 469
Email: _____

Vendor's legal practitioner or conveyancer

Name: NORTHPOINT CONVEYANCING
Address: PO_BOX 8144 NORTHLAND CENTRE, Preston VIC 3072
Email: INFO@NORTHPOINTCONVEYANCING.COM.AU
Tel: 03 9070 5700 Mob: _____ Fax: _____ Ref: 007NP24

Purchaser's estate agent

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

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 12290 Folio 927	3	PS 841198J

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 3, 12 Cutler Court, Lalor VIC 3075

Goods sold with the land (general condition 6.3(f)) All fixed floor coverings, Electric light fittings, Window furnishings, and all fittings and fixtures of a permanent nature.

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

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 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

INFORMATION ONLY

Special Conditions

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

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

GC 23 – Special condition 1

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

GC 28 – Special condition 2

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

Special Condition 3- Foreign Acquisitions and Takeovers Act 1975 (Cth)

The purchasers Warrant that either the provisions of the **Foreign Acquisitions and Takeovers Act 1975 (Cth)** requires that obtaining consent to this contract does not apply to the purchaser in respect of the property or that such consent has been obtained. A breach of this warranty shall constitute a default under this contract.

Special Condition 4- FIRB (Foreign Investment Review Board)

The purchasers acknowledges that they do not require FIRB approval for the purchase of the property and they are not a foreign person for purposes of *Foreign Acquisitions and Takeovers Act 1975 (Cth)*

Special Condition 5- No Representation

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

Special Condition 6-Dwelling

The land and buildings (if any) as sold hereby as inspected by the purchaser and is sold on the basis of existing improvements thereon and the purchaser shall not make any requisition of claim for compensation for any deficiency of defect in the said improvements as to their suitability for occupation or otherwise including any requisitions in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

The Purchaser expressly releases the Vendor and/or the Vendors agents from any claims or demands in respect thereof

Special Condition 7-Loan Approval

General Condition 20.2 (C) herein shall be deleted and read as below:

The purchaser may end this contract if the loan is not approved by the approval date, but only if the purchaser serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within two clear business days after the approval date or any later date allowed by the vendor. Such evidence of non-approval or rejection of the loan must be provided by the bank or financial institution. A letter or an email from the broker will not be considered sufficient.

Special Condition 8-Nomination

Any nomination must be made at least 14 days before the settlement. If the purchaser wishes to nominate it must deliver to the vendors Legal Practitioner or Conveyancer

8.1) A complete and executed copy of nomination deed ; if the nominee is a proprietary company, copy of Guarantee executed by the directors of the company along with current ASIC search

8.2) A cheque payable by the nominee to the vendor's legal representative or conveyancer for \$220 being, their costs for advising the Vendor on compliance with this Condition.

8.3) The Purchaser and each guarantor must indemnify and keep indemnified the Vendor from and against any claim, penalty or demand in respect of stamp duty or costs arising from the nomination of the substitute purchaser.

Special Condition 9- Settlement Reschedule

The purchaser acknowledges and agrees that if the purchaser fails to settle on the due date as specified in the particulars of the sale, then the purchaser will be liable for payment of the settlement rescheduling charges of \$250 plus GST, which represent the vendors' additional legal costs and disbursements.

Special Condition 10- Statement of Adjustments

The statement of adjustments must be prepared on behalf of the purchaser and provided to the vendor's representatives along with all the relevant certificates at least 2 business days prior to settlement. Failure to do so will result in the purchaser paying administration charges of \$165 (Inc. of GST) to the Vendor's representative for delay in providing such certificates and statement of adjustments.

Special Condition 11- Auction Sale

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

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

- eCOSID: 174268889
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following –
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993 (Vic)* apply to this contract, the vendor warrants that –
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993 (Vic)* and regulations made under the *Building Act 1993 (Vic)*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993 (Vic)* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if –
 - (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* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.6 Payment of the deposit may be made or tendered –

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

However, unless otherwise agreed –

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition –

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

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

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

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

- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

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

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

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

18.6 Settlement occurs when the workspace records that –

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

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

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

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

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

18.9 The vendor must before settlement –

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

19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In these general conditions –

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

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

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser –

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –

- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and

eCOSID: 174268880 (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

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

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must –

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

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite –

(d) any contrary instructions, other than from both the purchaser and the vendor; and

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

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

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

eCOSID: 174268880 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
- 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
 - 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 –
- 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;
 - 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
 - otherwise comply, or ensure compliance, with this general condition;
- despite –
- any contrary instructions, other than from both the purchaser and the vendor; and
 - 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 –
- settlement is conducted through an electronic lodgement network; and

eCOSID: 174268880 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

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

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

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

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

25.11 The vendor warrants that –

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

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

27.4 Any document properly sent by –

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

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

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

28. NOTICES

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

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962 (Vic)* –

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

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if –
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.

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35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

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

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

SCHEDULES

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

- *1. No bids may be made on behalf of the vendor of the land.
OR
 - *1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
[*One of these alternatives must be deleted]
 - 2. The auctioneer may refuse any bid.
 - 3. The auctioneer may determine the amount by which the bidding is to be advanced.
 - 4. The auctioneer may withdraw the property from sale at any time.
 - 5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
 - 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
 - 7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
 - 8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
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SCHEDULE 2

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ONE VENDOR INTENDS TO BID TO PURCHASE

1. The property at this auction is co-owned by two vendors.
One of the vendors intends to bid to purchase the property at this auction from their co-owner. That vendor may make bids personally, or through a representative, but not through the auctioneer.
Only the auctioneer can make a bid for the other vendor.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 3

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—SOME VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by more than two vendors.

One or more (but not all) of the vendors intend to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

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

SCHEDULE 4

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ALL VENDORS INTEND TO BID TO PURCHASE

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

SCHEDULE 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
 - the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.
-

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following—

- any person bidding for a vendor other than—
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;

- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

ENDNOTES

¹ Reg. 4: S.R. No. 28/2005 as amended by S.R. No. 47/2008.

INFORMATION ONLY

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 2025

SIGNED by the said)

)

Print Name:)

)

.....

.....
Director (Sign)

in the presence of:)

)

Witness:)

)

.....

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.

Land	UNIT 3, 12 CUTLER COURT, LALOR VIC 3075
-------------	---

Vendor's name	NORTHERN CHARGERS PTY LTD ACN 624 590 469	Date	/ /
Vendor's signature	NARJODH SINGH BHULLA (DIRECTOR)		

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) Their total does not exceed: \$8,500.00

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

\$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: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

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):

Are contained in the attached certificate

6. OWNERS CORPORATION

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

6.1 Attached is a current owners corporation 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 checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(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 1000m²; (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
DELAINGS ON TITLE
PLAN OF SUBDIVISION
INSTRUMENT AT716110Q
PLANNING CERTIFICATE
PROPERTY REPORT
PLANNING REPORT
VIC ROADS CERTIFICATE
COPY OF BUILDING PERMIT
DOMESTIC BUILDING WARRANTY INSURANCE
OCCUPANCY PERMIT
BASIC OWNERS CORPORATION REPORT
OWNERS CORPORATION CERTIFICATE
LAND INFORMATION STATEMENT
WATER INFORMATION STATEMENT
PROPERTY CLEARANCE CERTIFICATE

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 2

VOLUME 12290 FOLIO 927

Security no : 124127750812A
Produced 03/09/2025 03:08 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 841198J.
PARENT TITLE Volume 08228 Folio 140
Created by instrument PS841198J 12/03/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NORTHERN CHARGERS PTY LTD of 48 BROADLEAF DRIVE EPPING VIC 3076
PS841198J 12/03/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV043655C 22/11/2021
BANK OF QUEENSLAND LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AT716110Q 22/10/2020

DIAGRAM LOCATION

SEE PS841198J 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 3 12 CUTLER COURT LALOR VIC 3075

ADMINISTRATIVE NOTICES

NIL

eCT Control 19006F BANK OF QUEENSLAND LIMITED
Effective from 22/11/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS841198J

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

DOCUMENT END

INFORMATION ONLY

Security No : 124127750811C
Produced 03/09/2025 03:08 PM

Volume 12290 Folio 927

ACTIVITY IN THE LAST 125 DAYS

NIL

ADMINISTRATIVE NOTICES

NIL

eCT Control 19006F BANK OF QUEENSLAND LIMITED
Effective from 22/11/2021

STATEMENT END

INFORMATION ONLY

Imaged Document Cover Sheet

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Document Identification	PS841198J
Number of Pages (excluding this cover sheet)	2
Document Assembled	03/09/2025 15:08

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PLAN OF SUBDIVISION	EDITION 1	PS 841198J
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<p>Location of Land Parish: WOLLERT Township: Section: Crown Allotment: Crown Portion: 3 (PART)</p> <p>Title References: VOL 8228 FOL 140</p> <p>Last Plan Reference: LOT 450 ON LP20070</p> <p>Postal Address: 12 CUTLER COURT LALOR 3075</p> <p>MGA2020 Co-ordinates: E 325 300 (Of approx. centre of plan) N 5 829 575 Zone 55</p>	<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 610305 Planning Permit Reference: 610305 SPEAR Reference Number: S156938H</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Renee Kueffer for Whittlesea City Council on 23/11/2020</p> <p>Statement of Compliance issued: 23/11/2020</p>
--	--

Vesting of Roads and/or Reserves		Notations
Identifier	Council/Body/Person	
NIL	NIL	
Depth Limitation: DOES NOT APPLY		
Staging This is not a staged subdivision Planning Permit No.		

Survey: - This plan is based on survey
 To be completed where applicable
 This survey has been connected to permanent marks no(s).
 In proclaimed Survey Area no.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS
 FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE,
 RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION
 SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION
 AND IF APPLICABLE, OWNERS CORPORATION RULES

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PARTY WALL	0.15	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN

<p>PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892</p>	<p>REF 13560 (07/04/2020) RB</p> <p>Digitally signed by: Benjamin Sadlier, Licensed Surveyor, Surveyor's Plan Version (1), 20/11/2020, SPEAR Ref: S156938H</p>	<p>ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 SHEETS</p> <p>PLAN REGISTERED TIME: 10:16PM DATE:12/03/2021 Cathy T Assistant Registrar of Titles</p>
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Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 03/09/2025 03:08:58 PM

Status	Registered	Dealing Number	AT716110Q
Date and Time Lodged	22/10/2020 04:47:13 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC: 8225694

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

8228/140

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Property Name	CIVIC CENTRE
Locality	SOUTH MORANG
State	VIC
Postcode	3752

Additional Details

Refer Image Instrument



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

The applicant requests the recording of this Instrument in the Register.

Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	DAVID LITWIN
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	22 OCTOBER 2020

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

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4/10/20.

Maddocks

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Australia

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Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987 Subject Land: 12 Cutler Court, Lalor

Whittlesea City Council
and

Northern Chargers Pty Ltd
ACN 624 590 469

[8225694: 27330285_1]

Interstate offices
Canberra Sydney
Affiliated offices around the world through the
Advoc network - www.advoc.com

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 16/10/2020

Parties

Name	Whittlesea City Council
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	Council

Name	Northern Chargers Pty Ltd ACN 624 590 469
Address	35 Suncroft Drive, Lalor Victoria 3075
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 4(ii)(b) of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.



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The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$325.80 if paid within 12 months from the date that this Agreement commences; or
- (b) \$325.80 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

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

Current Address means:

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

Current Email means:

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

Development Permit means planning permit no. 714821, as amended from time to time, issued on 16 September 2016, authorising the development of the Subject Land in accordance with plans endorsed by Council.

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

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

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



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

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

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

Planning Permit means planning permit no. 610305, as amended from time to time, issued on 22 June 2020, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

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

Subject Land means the land situated at 12 Cutler Court, Lalor being the land referred to in certificate of title volume 8228 folio 140 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit and the Development Permit; and



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- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

6. Owner's specific obligations

6.1 Compliance with the Development Permit

Except with Council's prior written consent, the Owner:

- 6.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 6.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

6.2 Expiry of the Development Permit

The Owner's obligations under clause 6.1 continue to apply:

- 6.2.1 regardless of any right conferred by the Planning Scheme;
- 6.2.2 regardless of any subdivision of the Subject Land; and
- 6.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

7. Owner's further obligations

7.1 Notice and registration

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



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7.2 Further actions

The Owner:

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

7.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for giving consent

If Council makes a request for payment of any Consent Fee under clause 7.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.



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9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 Notices

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

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

11.3 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.4 Severability

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

11.5 No fettering of Council's powers

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



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11.6 Inspection of documents

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

11.7 Governing law

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

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

INFORMATION ONLY

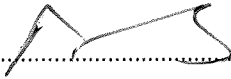


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Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of Whittlesea City Council is
affixed in the presence of:)
)

.....  JULIA EDWARDS

Delegate

.....

Delegate



INFORMATION 0177700017



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Executed as a deed by Northern Chargers Pty Ltd)
ACN 624 590 469 in accordance with s 127(1) and)
s 127(3) of the Corporations Act 2001:

.....*Narjodh Singh*.....

Signature of Sole Director and Sole
Company Secretary

.....NARJODH SINGH BHULLA.....

Print full name

INFORMATION ONLY

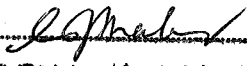



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Mortgagee's Consent

Westpac Banking Corporation as Mortgagee under instrument of mortgage no. AQ994747J consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

WESTPAC BANKING CORPORATION
(ABN 93 007 457 141) by its attorney under Power
of Attorney dated 19/03/2008
a certified copy of which is lodged in Permanent Order
Book 277 at Page 027 Item 22
who hereby states that they have received no notice
of the revocation of the said Power of Attorney in the
presence of:


CATHERINE MALVAR
1G Homebush Bay Drive
RHODES NSW 2138


Samuel Owen-Schwind
Tier 2 Power Of Attorney

INFORMATION ONLY

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1174318

APPLICANT'S NAME & ADDRESS

RICCKY DHINGRA C/- LANDATA
DOCKLANDS

VENDOR

NORTHERN CHARGERS PTY LTD

PURCHASER

PURPOSES, INFORMATION

REFERENCE

007np24

This certificate is issued for:

LOT 3 PLAN PS841198 ALSO KNOWN AS 3/12 CUTLER COURT LALOR
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

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

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

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

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

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

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

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

03 September 2025

Sonya Kilkenny
Minister for Planning

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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

Created at 26 September 2025 12:33 PM

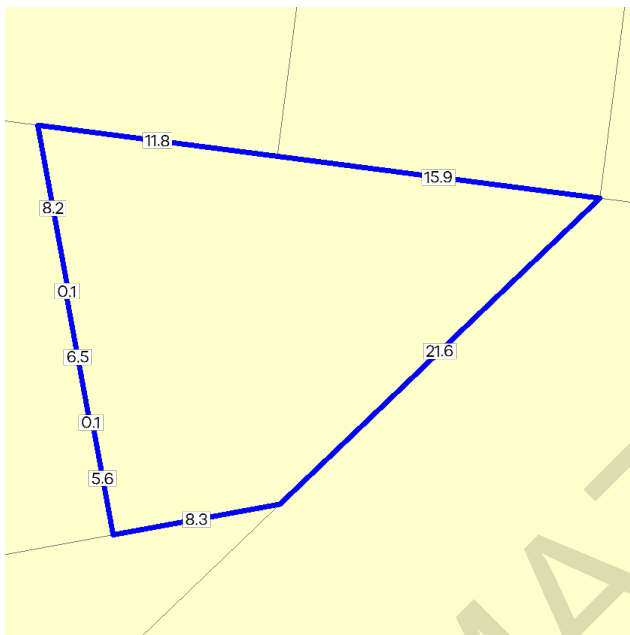
PROPERTY DETAILS

Address: **3/12 CUTLER COURT LALOR 3075**
Lot and Plan Number: **Lot 3 PS841198**
Standard Parcel Identifier (SPI): **3\PS841198**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1137462**
Directory Reference: **Melway 8 K3**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 317 sq. m

Perimeter: 78 m

For this property:

— Site boundaries

— Road frontages

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

1 overlapping dimension label is not being displayed

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

PLANNING INFORMATION

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

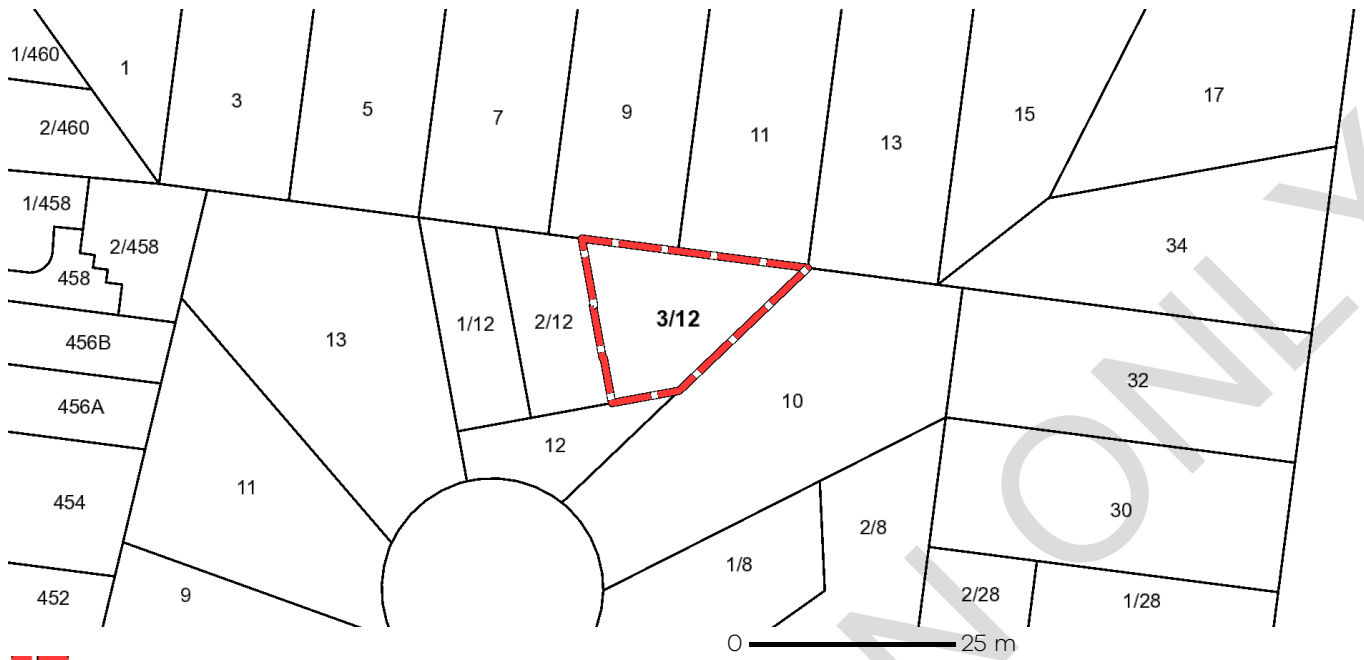
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

From www.planning.vic.gov.au at 26 September 2025 12:33 PM

PROPERTY DETAILS

Address: **3/12 CUTLER COURT LALOR 3075**
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Council Property Number: **1137462**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 8 K3**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

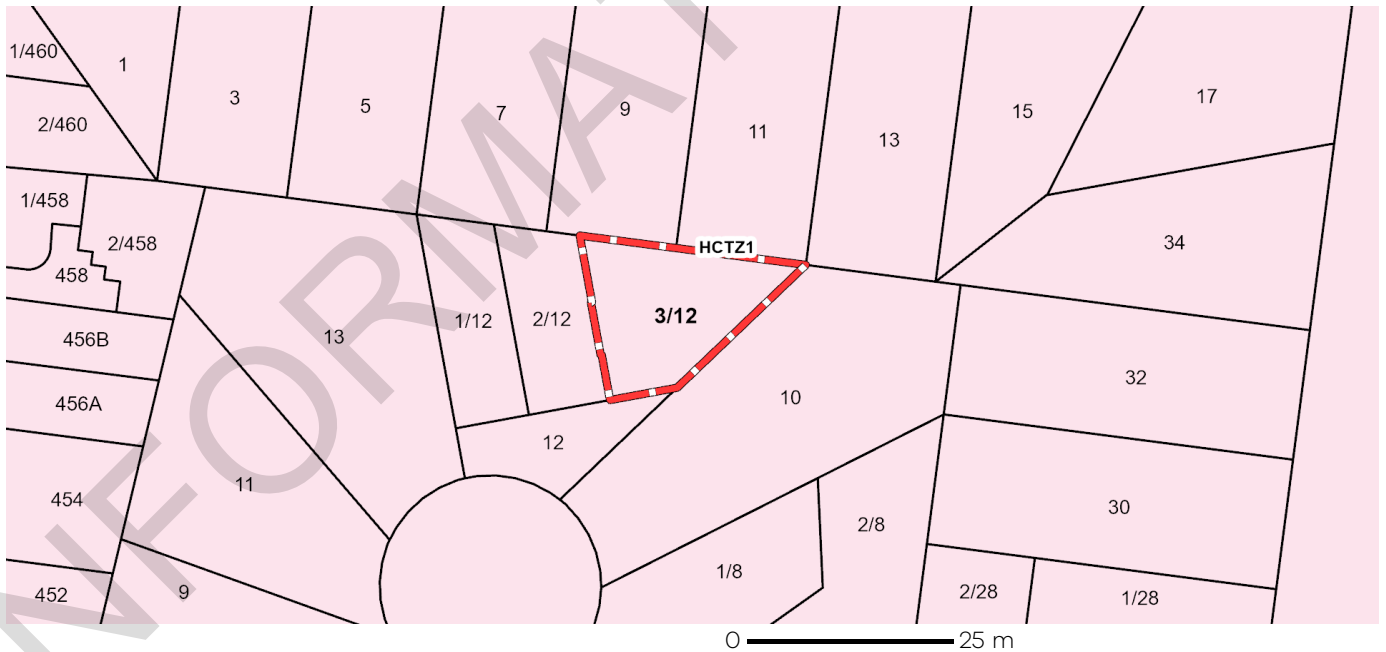
Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[HOUSING CHOICE AND TRANSPORT ZONE \(HCTZ\)](#)

[HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 1 \(HCTZ1\)](#)



HCTZ - Housing Choice & Transport

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

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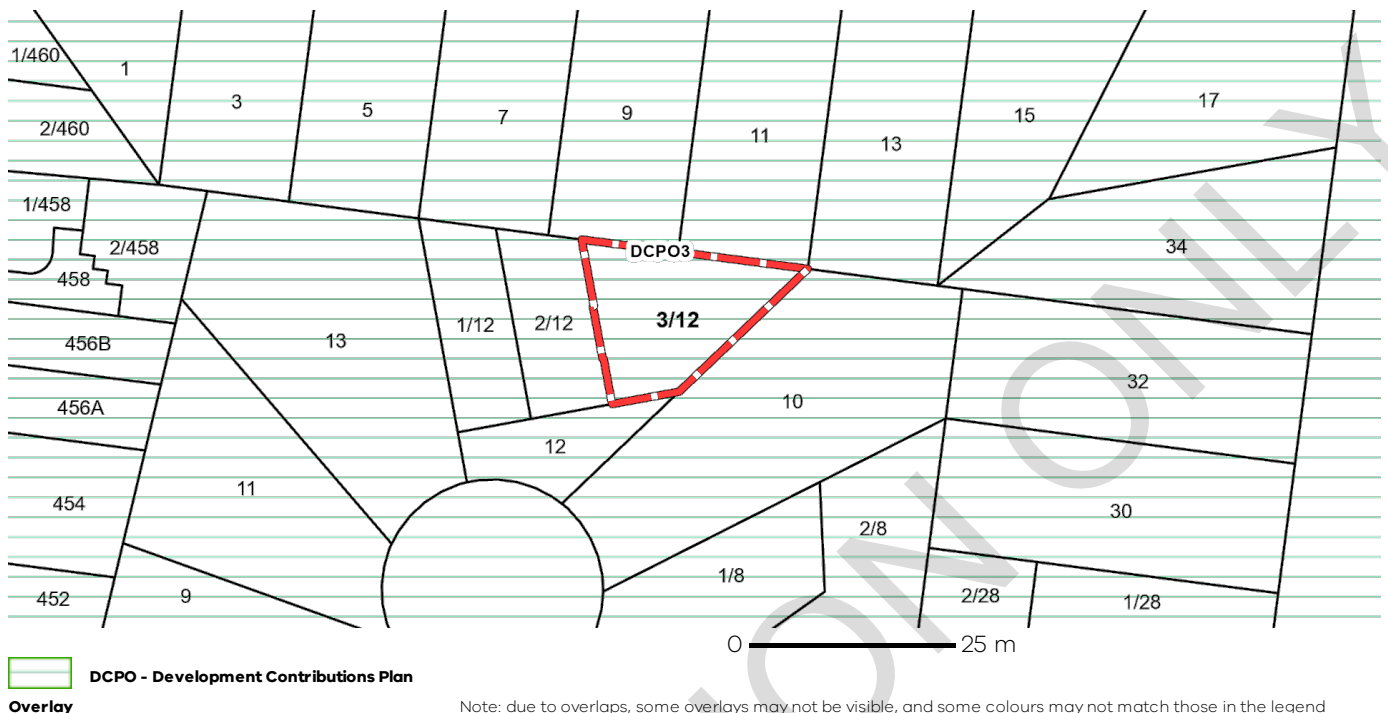
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



Further Planning Information

Planning scheme data last updated on 25 September 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.vic.gov.au/vicplan/>

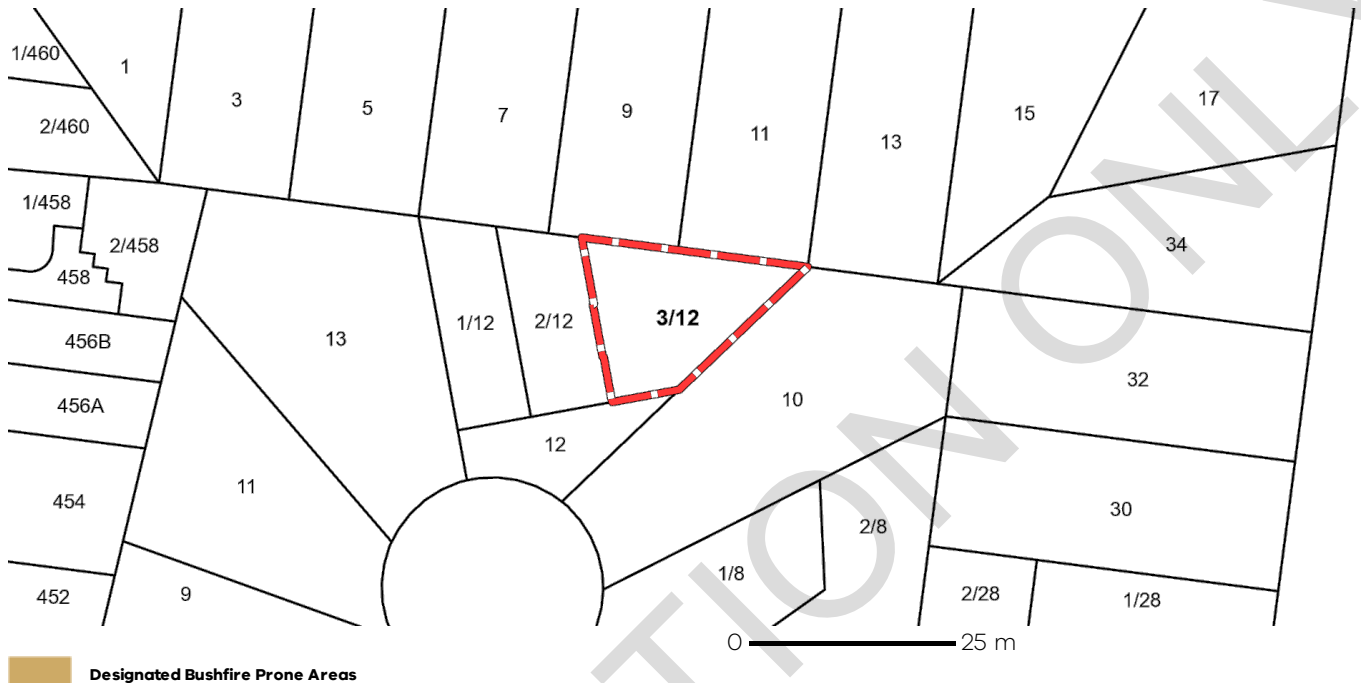
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](#)

ROADS PROPERTY CERTIFICATE

The search results are as follows:

RICKEY DHINGRA
C/O LANDATA Online Services
DOCKLANDS 3008

Client Reference: 007np24

NO PROPOSALS. As at the 3th September 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 3 12 CUTLER COURT, LALOR 3075
CITY OF WHITTLESEA

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

Date of issue: 3th September 2025

Telephone enquiries regarding content of certificate: 13 11 71

FORM 2

Building Act 1993
Building Regulations 2018 - Regulation 37(1)
Building Permit No. CBS-U 66127/3491802958778

Issue to

Agent of Owner: **Northern Charges Pty Ltd**
Postal Address: **38 Broadleaf Drive, EPPING VIC**
Email: jodha22@hotmail.com
Address for serving or giving of documents:
38 Broadleaf Drive, EPPING VIC
Contact Person: **Narjodh Singh**

Postcode: **3076**
Telephone: **0433 667 394**

Postcode: **3076**
Telephone: **0433 667 394**

Ownership Details

Owner: **Northern Charges Pty Ltd**
Postal Address: **38 Broadleaf Drive, EPPING VIC**
Email: jodha22@hotmail.com
Contact Person: **Narjodh Singh**

Postcode: **3076**

Telephone: **0433 667 394**

Property Details

Number: **12** Street/Road: **Cutler Court**
Lot/s: **1,2 & 3** LP/PS: **PS841198J**
CA: **n/a** Section No: **n/a**
Municipal District: **Whittlesea City Council**

Suburb: **Lalor**
Volume: **12290**
Parish: **Wollert**

Postcode: **3075**
Folio: **925, 926 & 927**
County: **n/a**

Builder

Name: **Seascape Constructions PTY LTD**
Telephone: **0410 325 126**
Registration no.: **CDB-U 57691**
Postal Address: **706 Geelong Road, BROOKLYN VIC**
Postcode: **3012**

ACN/ARBN: **86 083 415 561**

Domestic Builder - Unlimited

This builder is specified under section 24B [4a] of the Building Act 1993 for the building work to be carried out under this permit.

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Don Malcolm Samaratunge	Draftsperson - Building Design (Architectural)	DP-AD 14205
Subasinghaarachchige Wijewardana Jayathilaka	Engineer - Civil	PE0003855
Lamini Galappaththi	Engineer - Civil	PE0002456

Details of Domestic Building Work Insurance

Name of Builder: **Seascape Constructions PTY LTD**
Name of Issuer or Provider: **Insurance House Pty Ltd**
Policy Number: **C717114, C717113, C717112**
Policy cover: **\$1,050,000.00**

Details of Relevant Planning Permit

Planning Permit No: **714821**

Date of grant of Planning Permit: **16 September 2016**

Nature of Building Work

Construction of Three Double Storey Dwellings with Associated Garages
Storeys contains: **2**
Version of BCA applicable to permit: **BCA Vol.2 2019**
Stage of Building Work Permitted: **Entire - Dwelling & Garages**
Cost of Building Work: **\$1,050,000.00**
Total floor area of new building work m²: **626**

BCA ClassificationPart of Building: **Dwelling - Unit 1 - Unit 3**Class: **1a(b)**Part of Building: **Associated Garages**Class: **10a****Prescribed Reporting Authorities**

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Whittlesea City Council

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection notification stages are:

1. Pad Footings Inspection
2. Pre-Slab Inspection
3. Slab-Steel Inspection
4. Frame Inspection
5. Final Inspection

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 09 August 2023

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 09 August 2024

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Conditions and required Certificates

This building permit is issued subject to compliance with all the conditions as listed in attached Annexures (Appendix)

Relevant Building Surveyor

Name:

Opes Permits Pty Ltd

Address:

824 Pascoe Vale Road, GLENROY VIC 3046

Email:

admin@opesbs.com.au

Building practitioner registration no.:

CBS-U 66127

Municipal district:

Whittlesea City Council**Designated Building Surveyor**

Name:

Mehmet Yuksel

Permit no.:

CBS-U 66127/3491802958778

Building practitioner registration no.:

BSU-44430

Date of issue of permit:

09 August 2022

Signature:



Domestic Building Insurance

Certificate of Insurance

Northern Chargers Pty Ltd

**38 Broadleaf Dr
EPPING
VIC 3076**

Policy Number:

C717114

Policy Inception Date:

25/07/2022

Builder Account Number:

006945

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**

At the property: **Unit 3 12 Cutler Ct LALOR VIC 3075 Australia**

Carried out by the builder: **SEASCAPE CONSTRUCTIONS PTY LTD**

Builder ACN: **083415561**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Northern Chargers Pty Ltd**

Pursuant to a domestic building contract dated: **08/03/2022**

For the contract price of: **\$ 350,000.00**

Type of Cover: **Cover is only provided if SEASCAPE CONSTRUCTIONS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

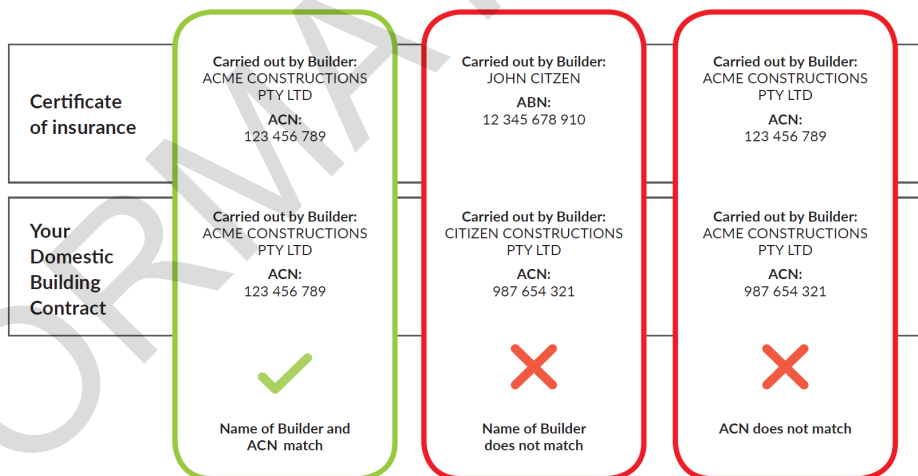
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$2,519.00
GST:	\$251.90
Stamp Duty:	\$277.09
Total:	\$3,047.99

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

Occupancy Permit
Project Number: 20244351

OCCUPANCY PERMIT
For Building Permit No. CBS-U 66127/3695223699876

Property Details

Address: 12 Cutler Court, Lalor VIC 3075
Lot: 1,2 & 3
CA: n/a
Municipality: Whittlesea City Council
LP/PS: PS841198J
Volume: 12290
Parish: Wollert
Section: n/a
Folio: 925, 926 & 927
County: n/a

Building permit details

Building permit number: CBS-U 66127/3695223699876
Version of BCA applicable to building permit: BCA Vol 2 2019

Building Details

Part of building to which permit applies: Entire - Dwelling & Associated Garage (Unit 3)
Permitted Use: Residential
BCA Class of building: 10a, 1a(b)
Maximum Permissible Floor Live Load: Dwellings Floor 1.5 kPa, Roof 0.25 kPa & Stairs 2.0 kPa
Garages Floor 2.5 kPa & Roof 0.25 kPa
Storeys contained 2

Reporting Authority

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Whittlesea City Council


Suitability of Occupation

The building to which this permit applies is suitable for occupation.

Date of Approved Inspection:

Pad Footings & Pre-Slab Inspection 06/03/2023
Slab Steel Inspection 17/05/2023
Frame Inspection 21/05/2024
Final Inspection 08/09/2025

Relevant Building Surveyor:

Name: **Oktay Ozelik**
Address: **PO BOX 2042, Oak Park VIC 3046**
Email: admin@opesbs.com.au
Building practitioner registration no.: **BS-L 72286**
Municipal district name: **Whittlesea City Council**
Certificate no.: **CBS-U 66127/3695223699876 - Occupancy Permit**
Date of issue: **19 September 2025**
Date of final inspection: **8 September 2025**
Signature: 



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS841198J

The land in PS841198J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

12 CUTLER COURT LALOR VIC 3075

OC051168W 12/03/2021

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC051168W 12/03/2021

Notations:

Nil

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Total	300.00	300.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/09/2025 03:08:57 PM

OWNERS CORPORATION 1
PLAN NO. PS841198J

Statement End.

INFORMATION ONLY

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 24th September 2025

1. OWNERS CORPORATION DETAILS

Plan Number: PS 841198J
Address of Plan: 12 Cutler Court Lalor 3075
Lot Number this statement relates to:
Unit Number this statement relates to:
Postal Address: PO Box 8109 Tarneit Victoria 3029

2. CERTIFICATE DETAILS

Vendor: NORTHERN CHARGERS PTY LTD
Postal Address for Lot 3: 12 Cutler Court Lalor Victoria 3075
Purchaser:
Person requesting Certificate: Ricky Dhingra
Reference:
Address:
Fax:
E-mail:

3. CURRENT ANNUAL LEVY FEES FOR LOT 3

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 3 are **2,333,33 per annum** commencing on 19 September 2025. Levies for this plan are raised over **1 periods**

Period	Amount	Due Date	Status
19/09/25 to 18/09/26	2,333,33	21/10/25	Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 3.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 24th September 2025
For Plan No. PS 841198J - Lot 3

4. CURRENT LEVY POSITION FOR LOT 3

Fund	Balance	Paid To
Administrative	\$2,333,33 DR	18 September 2025
Maintenance Fund	0.00	
BALANCE	\$2,333,33 DR	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 3.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 3 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 24 September 2025:

Account / Fund	Amount
Administrative Fund	0.00
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 24 SEPTEMBER 2025	\$0.00

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 24th September 2025
For Plan No. PS 841198J - Lot 3

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Sun & Snow PTY LTD
ABN / ACN: 655088163
Address of Manager: PO Box 8109 Tarneit Victoria 3029
Telephone: 0370323984
Facsimile:
E-mail Address: info@myglobalstrata.com.au

17. ADDITIONAL INFORMATION

Nil.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 24th September 2025
For Plan No. PS 841198J - Lot 3

SIGNING

The common seal of Plan No. PS 841198J, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Prabal Tripathi

Registered Manager

Full name:

Company: My Global Strata

Address of registered office: PO Box 8109 Tarnait Victoria 3029

24/09/2025

Date



☎ 03 7032 3984
✉ info@myglobalstrata.com.au
🌐 www.myglobalstrata.com.au
📦 PO Box 8109 Tarneit Victoria 3029

Riccky Dhingra

24th September 2025

Dear Riccky Dhingra

Re: OWNERS CORPORATION CERTIFICATE - LOT 3, PLAN NO. PS 841198J

In response to your request, we now attach an Owners Corporation Certificate for Lot 3 in Plan No. PS 841198J dated 24th September 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("Act").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at info@myglobalstrata.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

Prabal Tripathi

Registered Manager

Full name:

Company: My Global Strata

Address of registered office: PO Box 8109 Tarneit Victoria 3029

24/09/2025

Date



Owners Corporation Rules

Owners Corporation Plan No. PS 841198J

Property: 12 CUTLER COURT,
LALOR VIC 3075

INFORMATION ONLY

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Owners Corporation Rules

Owners Corporation Plan No. PS 841198J
Property: 12 CUTLER COURT, LALOR VIC 3075

A. DEFINITIONS AND INTERPRETATION

Defined terms

In these Rules:

- (a) **Act** means the *Owners Corporations Act 2006 (Vic)*;
- (b) **Authority** means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;
- (c) **Common Property** means the common property shown as common property on the plan;
- (d) **Building** means any Storage Unit, Warehouse or Office and associated car parking constructed on the Land, 12 CUTLER COURT, LALOR VIC 3075
- (e) **Land** means the whole of the land described in the Plan;
- (f) **Manager** means the person or entity for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (g) **Developer** means Maximize Group as the original owner and developer of the plan, or its assignee, transferee and agents;
- (h) **Member** means a member of the Owners Corporation;
- (i) **Occupier** means an occupier of a lot on the plan;
- (j) **Owners Corporation** means Owners Corporation No. 1 Plan No. PS 841198J unless otherwise referred to in these Rules;
- (k) **Plan** means plan of subdivision PS 841198J
- (l) **Rules** means these rules;
- (m) **Security Key** means a key, magnetic card or other device used to open and close doors, gates, windows or locks of a lot or the Common Property; and
- (n) **Services** means the services and utilities provided for a lot or the Common Property including water, gas, electricity, lighting, sanitation, air-conditioning and ventilation, lights, escalators, elevators, fire control, security, telephone, facsimile, computer services and communications together with all plant and equipment needed to provide them.

Interpretation

In these Rules, unless the context requires otherwise:

- (a) a heading may be used to help interpretation, but is not legally binding;
- (b) a gender includes the other genders;
- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (d) a reference to a person includes that person's successors, personal representatives and permitted assigns;
- (e) if 2 or more people are described as a party, each person is liable for their obligations and entitled to their rights jointly and severally;
- (f) a reference to all or any part of statute, ordinance or other law (statute) includes:
 - (i) any rules, regulations or other instruments made under that statute; and
 - (ii) that statute as amended, consolidated, re-enacted or replaced from time to time;
- (g) a reference to an owners corporation includes any elected Committee of the owners corporation;

- (h) the word "include" or any form of that word, when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind; and
- (i) a reference to a thing includes a part of that thing.

B. MODEL RULES

Model Rules for An Owners Corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots. Bins needs to store inside the lot except collection day only. Bins can only be outside on the day they are emptied, and they must be taken back inside. If failed to do so penalty will apply.

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 sub rule (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.

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 residential purposes rather than commercial or industrial 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.

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 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (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*.

C. SPECIAL RULES

8. The Owners Corporation may grant special rights

8.1 Special rights

Subject to the Act, the obligations and restrictions set out in these Rules, rights may be given to any person by the Owners Corporation. If there is any conflict between these Rules and any rights given by the Owners Corporation, then the rights given by the Owners Corporation prevail in respect of the person to whom those rights are given.

8.2 A Member must not interfere with another's rights

A Member or Occupier must not:

- (a) use any part of the Common Property over which the Owners Corporation has granted exclusive use or enjoyment rights to another person; or
- (b) interfere with a manager performing their duties under any management agreement entered into with the Owners Corporation.

9. Members' obligations

9.1 A Member must do these things

A Member or Occupier must:

- (a) keep their lot clean and in good repair;
- (b) get the council permission for any motor mechanic workshop (Car/truck Repair, etc)
- (c) clean the windows and exterior of their lot, and keep them in good repair;
- (d) promptly repair all broken glass or replace it with glass of the same or similar quality;
- (e) keep any plants, gardens and lawns on their lot trimmed, well watered and in good condition;
- (f) keep their lot secure;
- (g) use the services, driveways, pathways and any other facilities in a lot or on any part of the Common Property only for their designated purpose;
- (h) use any items placed on the Common Property by the Owners Corporation only for their designated purpose;
- (i) promptly notify the Owners Corporation on becoming aware of:
 - (a) any damage or defect in a lot, the Common Property or to any services; and
 - (b) anything likely to cause danger or risk to any person or property in or near a lot or the Common Property;

- (i) must be appropriately clothed when on any part of a lot visible from another lot and when on any part of the Common Property; and
- (j) comply with any parking directions given orally or published by the Owners Corporation in respect of parking and driving on or about the Common Property.

9.2 A Member may do these things with Owners Corporation consent

A Member or Occupier may do any of the following if he/she gets Owners Corporation written consent first:

- (a) Install on, attach to or hang from the exterior of any lot or any part of the Common Property any sign, furnishing, device, aerial, satellite dish, cable television or any other object;
- (b) install, attach or hang any window coverings or awnings;
- (c) install bars, screens, grilles or other safety equipment on the exterior of any windows or doors;
- (d) put anything in their lot which is visible from outside their lot and is inconsistent with the appearance of other lots or the Common Property;
- (e) hang a wind chime or other item on or from a balcony or terrace;
- (f) store or use dangerous or flammable substances. Owners Corporation consent is not needed for storage or use of dangerous or flammable substances;
 - (i) in the normal conduct of the Member's or Occupier's use of their lot;
 - (ii) only in such quantities permitted by law; and
 - (iii) only if stored strictly in accordance with all relevant safety standards; and
- (g) do anything which may cause any insurance premium payable by the Owners Corporation to be increased.

9.3 A Member must not do these things

A Member or Occupier must not:

- (a) obstruct the lawful use of Common Property by any person;
- (b) make any noise or behave in a way likely to interfere with the peaceful enjoyment of any person in another lot or lawfully using Common Property;
- (c) allow any hazardous, noxious, offensive or unlawful thing to happen including anything causing annoyance, nuisance, danger or damage to any person or property;
- (d) paint, finish, mark, damage, deface or otherwise alter the exterior of any building or improvement forming part of any lot or the Common Property;
- (e) tint or otherwise treat any windows or other glazed parts of their lot or their Common Property;
- (f) obstruct any of the entrances, exits or passages to any lot or to or on the Common Property;
- (g) throw anything over any balcony or window;
- (h) do anything which may invalidate or suspend any insurance policy effected by the Owners Corporation;
- (i) hinder or obstruct any contractor or workman employed by the Owners Corporation;
- (j) use offensive language or behave in a way which may cause offence or embarrassment to another person;
- (k) smoke or drink alcohol in any part of the Common Property;
- (l) throw cigarette butts or cigarette ash on the Common Property;
- (m) allow any child under the Member's or Occupier's control to play on any part of the Common Property;

- (n) allow any child under the Member's or Occupier's control to be in any part of the Common Property which may be dangerous or hazardous to children, including any car park, driveway, stairs or swimming pool, unless the child is with an adult;
- (o) allow any person under the Member's or Occupier's control to use skateboards, roller skates or roller blades on the Common Property;
- (p) remove any item from the Common Property which has been placed there by the Owners Corporation;
- (q) interfere with or modify any Services;
- (r) interfere with or modify any intercom, television aerial or communication system;
- (s) cover any storage area;
- (t) enter any plant room;
- (u) operate any electronic or other equipment which interferes with any television, radio, telephone, computer or domestic appliances lawfully being used on any other lot or the Common Property;
- (v) install or use any intruder alarm which makes a sound which can be heard from outside their lot;
- (w) use a barbecue or other cooking appliance on any balcony or terrace or on Common Property;
- (x) hang any clothing, towel, bedding or other item in a place which can be seen from outside their lot;
- (y) put up any "for sale" or "for lease" signs on Common Property;
- (z) damage any plants, gardens and lawns on the Common Property;
- (aa) access the roof, without the consent of the Owner's Corporation; or
- (bb) Contravene any provision or restriction of the Restrictive Covenant created upon the registration of the plan of subdivision PS 841198J

10. **Damage to Common Property**

A Member or Occupier must immediately:

- (a) inform the Owners Corporation of any damage to the Common Property and Services caused by the Member or Occupier; and
- (b) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to Common Property and the Services caused by the Member or Occupier.

11. **Rubbish disposal**

11.1 **A Member must do these things**

A Member or Occupier must:

- (a) keep rubbish in appropriate containers and make sure rubbish is cleared on collection days; and
- (b) comply with any directions of the Owners Corporation concerning disposal or recycling of rubbish.

11.2 **Specific things a Member must do**

Without limiting Rule 11.1, a Member or Occupier must:

- (a) clean, drain and place glass, unbroken, in the area which the Owners Corporation provides for this purpose;
- (b) store recyclable items, including paper and plastic, in the area which the Owners Corporation provides for this purpose;
- (c) flatten cardboard and packaging and place it neatly in the area which the Owners Corporation provides for this purpose; and

- (d) drain and securely wrap rubbish in small parcels or bags and put them in the rubbish chute if there is one.

11.3 A Member must not do these things

A Member or Occupier must not:

- (a) leave any rubbish, pallet, equipment or articles of any kind on the Common Property except in a receptacle or area specifically provided for that purpose by the Owners Corporation; or
- (b) burn rubbish or other materials in their lot or on the Common Property.

12. Animals

12.1 Members must not keep animals

A Member or Occupier seeking to keep any animals on the Common Property, except for disability assistance dogs (Permitted Animals),

12.2 Rules for animals

A Member or Occupier must make sure that any animal:

- (a) is properly restrained and kept on a leash or carried in a cage at all times when on Common Property,
- (b) does not urinate or defecate on Common Property;
- (c) enters or leaves their lot through the basement and not through the main entrance lobby, if there is one; and
- (d) is removed from their lot or the Common Property after the Member or Occupier is requested to do so by the Owners Corporation if the Owners Corporation has resolved that the animal is causing a nuisance.

13. Vehicles on the Common Property and Parking

13.1 A Member must do these things

A Member or Occupier must:

- (a) only use their allocated car parking spaces to park vehicles or a motorbike;
- (b) promptly clean up any oil or other fluid emitted by any vehicle the Member or Occupier brings into the Common Property and private parking lots;
- (c) observe any parking directions given by the Owners Corporation;
- (d) observe every traffic sign on or at the entrance or exit of any car parking spaces, as required;
- (e) observe any condition of entry of the Owners Corporation concerning the car parking spaces, as required; and
- (f) make sure that any vehicle is parked wholly within a marked car parking space, as required.

13.2 A Member must not do these things

A Member or Occupier must not:

- (a) park or leave a vehicle on Common Property so as to obstruct a driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation; and
- (b) leave any unregistered or vehicle on a lot or on the Common Property.

13.3 The Owners Corporation may do these things

The Owners Corporation may:

- (a) move any vehicle which is not parked wholly within a marked car parking space, as required, at the Member's cost;
- (b) move any vehicle which is not parked in the spot designated for that vehicle, at the Member's cost;
- (c) install traffic signs in the car parking area and the entrances and exits to the car parking area; and
- (d) designate car parks, as required, including by numbering or line marking;
- (e) remove any unregistered vehicles or vehicles deemed abandoned (in the Owners' Corporation reasonable opinion).

14. Building works

14.1 No building works without Owners Corporation consent

A Member or Occupier must get Owners Corporation consent before they may do any building works relating to the lot or the Services (for example, demolishing walls or altering the interior design of a lot).

14.2 The process for building works

For any proposed building works under this Rule, the Member or Occupier must:

- (a) give the Owners Corporation copies of all detailed drawings and other specifications of the proposed building works;
- (b) follow the reasonable requirements and directions of the Owners Corporation;
- (c) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and give a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation;
- (d) make sure the proposed building works are done in a proper and workmanlike way and following any drawings and specifications;
- (e) get any necessary permits or approvals to allow the proposed building works to be done and give copies of them to the Owners Corporation;
- (f) make sure that the proposed building works comply with all laws, including getting an occupancy permit or final inspection, when necessary; and
- (g) make sure the proposed building works are done at times and in a way that minimises damage, disturbance and inconvenience to others.

14.3 Restrictions on building works

The Member or Occupier must make sure that they and their agents and contractors doing the building works comply with these restrictions:

- (a) no building materials may be stacked or stored outside their lot;
- (b) no scaffolding may be erected on the Common Property or the exterior of their lot;
- (c) building works must be done during times permitted by local laws, as required by any responsible Authority;
- (d) the exterior of any building on the lot and the Common Property must be clean and in a safe state at all times;

- (e) construction vehicles and construction worker's vehicles must not be brought into or parked on the Common Property;
- (f) the method of building operations, means of access, use of Common Property, on-site management, building protection and hours of work must comply with the reasonable directions of the Owners Corporation; and
- (g) access to other lots or the Common Property to install or maintain Services or to do any building works requires the consent of the owners of the relevant lot or, in the case of Common Property, the consent of the Owners Corporation.

14.4 Damage to Common Property

- (a) A Member or Occupier must immediately:
 - (i) repair any damage to the Common Property and Services caused by the building work; and
 - (ii) clean and remove any dirt, debris or other rubbish resulting from the building works.
- (b) if the Member or Occupier breaches this Rule 9, the Member or Occupier indemnifies the Owners Corporation against any damage, expense, loss or liability incurred by the Owners Corporation if the Owners Corporation makes good any damage to, or cleans, the Common Property and the Services.

14.5 The Member must pay Owners Corporation costs

If the Owners Corporation requires advice from an architect or other consultant concerning the proposed building works, the Member or Occupier must pay on demand the reasonable fees and expenses which the Owners Corporation incurs for seeking that advice.

15. Members not to damage structures

Structural integrity of building

A Member or Occupant must not do anything that may interfere with:

- (a) any support or shelter given by a lot or a part of the Common Property for any other lot or any other part of the Common Property;
- (b) the structural or functional integrity of their lot, or any building or improvement on any part of the Common Property; or
- (c) the Services.

16. Floor loading

A Member or Occupier must observe the maximum floor loadings of their lot, and any building or improvement on any part of the Common Property.

17. Obeying laws

A Member or Occupier must obey any law or notice from an Authority requiring the Member or Occupant to do or stop doing anything.

18. Emergency procedures

18.1 Imminent danger

If there is any danger or threat concerning their lot or the Common Property (for example, a bomb threat), a Member or Occupier must immediately

- (a) notify the police, fire brigade or any other relevant Authority of the danger or threat;
- (b) notify the Owners Corporation of the danger or threat;
- (c) obey Owners Corporation instructions, including evacuation the lot or the Common Property; and
- (d) obey the instructions of the police, fire brigade or any other relevant Authority.

18.2 Emergency equipment

A Member or Occupier must:

- (a) not use or interfere with any fire safety or other emergency equipment except in the case of an emergency;
- (b) not obstruct any fire stairs or fire escape;
- (c) comply with all fire laws in respect of their lot, including installing all required fire fighting equipment and smoke detectors;
- (d) make sure that all fire safety and other emergency equipment installed in their lot are properly maintained and tested, and that back up batteries for smoke detectors are replaced as necessary; and
- (e) not cause a false fire alarm. If the Owners Corporation incurs a cost from the responsible fire Authority because of a false fire alarm, the Owners Corporation may recover the cost from the Member or Occupier responsible.

18.3 Fire control

The Owners Corporation may secure and keep the Common Property and any lots safe from fire or other hazards. This includes:

- (a) permanently or temporarily closing off and restricting access to any part of the Common Property not required for access to a lot; and
- (b) allowing a part of the Common Property to be used for security purposes, including monitoring security and safety of lots, even if this means excluding Member and Occupiers from using that part of the Common Property.

19. Security of Common Property

A Member or Occupier must not do anything which may prejudice the security or safety of the Common Property or any person in or near the Common Property.

20. Access to a lot by the Owners Corporation

- (a) After giving a Member or Occupier at least 1 day notice, the Owners Corporation may enter a lot to:
 - (i) inspect the interior of the lot;
 - (ii) inspect and test any Services;
 - (iii) trace and repair any leak from or defect in any Service; and
 - (iv) maintain the Services.

- (b) The Owners Corporation may enter a lot at any time without giving notice to the Member or Occupier in an emergency.
- (c) In exercising the Owner Corporation right under this Rule 20, the Owners Corporation must use reasonable to cause as little disruption as possible to the Member's or the Occupier's use of the lot.
- (d) If the Owners Corporation repairs a leak or defect in any Service which is caused by the Member or Occupier, the Member or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation in repairing the leak or defect.

21. Developer may install advertising signs

For 5 years after the date of registration of the Plan, the Developer or any agent of the Developer may erect "for sale", "for lease" or any other advertising signs (Developer's Signs) on any part of the Common Property as long as the Developer:

- (a) gives the Owners Corporation details of the Developer's Signs, including their proposed location;
- (b) pays all costs for erecting the Developer's Signs;
- (c) does not damage the Common Property or the structural or functional integrity of any lot, or any building or improvement on any part of the Common Property; and
- (d) repairs any damage to the Common Property caused by the Developer.

22. Compliance with Rules by others

22.1 Invitees

A Member or Occupier must take all reasonable steps to make sure that their invitees obey these Rules. If their invitees do not obey these Rules, the Member or Occupier must immediately make sure their invitees leave their lot and the Common Property. The Owners Corporation may remove any person from the Common Property if the Owners Corporation believes that person is behaving inappropriately.

22.2 Tenants and licensees

A Member or Occupier of a lot subject to a lease or licence must:

- (a) notify the Owners Corporation immediately of a change in ownership of a lot
- (b) not let any person into actual occupation of a Members lot without prior notice being given to the Owners Corporation and the Occupier being bound by the Rules;
- (c) take all reasonable steps (including any action available under the lease or licence) to make sure any tenant or licensee of the lot and their invitees obey these Rules;
- (d) make sure that the lease or licence contains a condition requiring the tenant or licensee to obey these Rules including the terms of any notice displayed by the Owners Corporation including that of any statutory authority; and
- (e) notify the Owners Corporation immediately if a person other than a Member or Occupier has been given a Security key to access Common Property.

23. Owners Corporation may recover costs

23.1 Owners Corporation may fix a Member's breach

If a Member or Occupier breaches these Rules the Owners Corporation may, at the Member's or Occupier's cost, do anything the Member or Occupier should have done under these Rules but which has not been done or which the Owners Corporation reasonably considers has not been done properly.

23.2 Owners Corporation may recover costs on demand

The Member or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation because of any breach of these Rules by the Member or Occupier, including legal costs (on a solicitor-own client basis) and recovery of any Owners Corporation fee.

24. Owners Corporation may take action for a breach of these Rules

24.1 Owners Corporation may issue proceedings

The Owners Corporation may:

- (a)** issue proceedings;
- (b)** impose a fine or penalty; or
- (c)** both issue proceedings and impose a fine or penalty.

On any Member or Occupier who breaches any Rules.

25. Penalty Interest

A Member or Occupier must pay to the Owners Corporation on demand interest at the rate each year equal to the current rate fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic) on any money payable by the Member or Occupier to the Owners Corporation, including owners corporation fees and levies, which remains unpaid after the due date. Interest will be computed from the date on which the payment became due.

26. Owners Corporation consent

- (a)** where anything depends on the consent or approval of the Owners Corporation then, unless these Rules provide otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Owners Corporation.
- (b)** any consent or approval of the Owners Corporation means the prior written consent, approval or authority.
- (c)** a consent or approval of the Owners Corporation may be revoked.
- (d)** a conditional consent or revocation of consent made by the Owners Corporation may be evidenced by a minute of a resolution of the Owners Corporation.

27. Member complaints

A complaint or request for approval by a Member or Occupier made to the Owners Corporation must be in writing and sent to the managing agent, if there is one, or to the secretary of the Owners Corporation.

28. Member indemnity

The Member or Occupier of each lot must indemnify and hold harmless the Owners Corporation against all claims resulting from any damage, loss, death or injury in connection with that Member's or Occupier's lot, or their use and occupation of that lot or the Common Property except to the extent that such claims arise out of the negligence of the Owners Corporation.

29. Legal Action for The Recovery of any Fees, Levies, Costs and Charges

- 29.1** The manager is authorized to initiate legal action on behalf of the Owners Corporation in conjunction with the Owners Corporation Committee in the Magistrates Court or any other court of competent jurisdiction, including for the purpose of bankruptcy or winding up of a company for the recovery of any debt, due from the person or persons in default or breach, any outstanding or overdue fees, levies as well as costs or charges due incurred by the Owners Corporation (but excluding the personal time cost of any person action in an honorary capacity including the Chairperson, Secretary or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporation Act 2006 and Regulations or the Rules of the Owners Corporation.
- 29.2** The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this rule, rule 29, to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and /or the Committee.
- 29.3** This rule, rule 29, does not detract in any way from the power of the Owners Corporation Management to make an application to VCAT under Part 11 of the Owners Corporation Act 2006 and any subsequent amendments to that Act to recover fees levies and charges and other money due to the Owners Corporation or to enforce the Rules of the Owners Corporation.
- 29.4** A lot owner shall be liable on an indemnity basis to the Owners Corporation for all legal costs charges and disbursements incurred by the Owners Corporation or the Owners Corporation Manger, legal practitioners and mercantile agencies in recovering or attempting to recover monies outstanding from that lot owner to the Owners Corporation, or in relation to rectifying a default or breach of the Owners Corporation Act 2006, Regulations or Rules of the Owners Corporation.
- 29.5** A Fee Reminder Notice may be issued by the manager to the lot owner accompanied by a fee. This fee is to be invoiced to the Owners Corporation and then added as a charge to the owner's lot account where their lot account is in arrears for more than 7 days after the due date.

The cost of issuing the Fee Reminder Notice will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.

- 29.6** A Final Fee Notice issued in accordance with Section 32 of the Owners Corporation Act 2006 will be issued by the manager to an owner or owners whose lot account is in arrears for more than 28 days after the due date and any costs and charges associated with the issuing of the Final Fee Notice will be invoiced to the Owners Corporation and then added as a charge to the owner's lot account.

The cost of issuing the Final Fee Notice will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.

29.7 Any further costs, charges and disbursements associated with Solicitors, Magistrates Court, County Court, Supreme Court, VCAT hearings and or Mercantile Collection Agencies will be invoiced to the Owners Corporation and then added as a charge to the owner's lot.

30. Grievance Committee

The Committee of management are the grievance Committee of the Owners Corporation.

31. Restrictive Use

A Member or Occupier must Not:

- a) Use, or allow to be used, all or any part of the burdened land to be occupied or used in any manner where one or more of the activities of the occupation or use include the sale or provision of the following:
 - i. weaponry;
 - ii. pornography;
 - iii. sexual aids or services (other than which may be associated with the provision of medical services or medical advice);
 - iv. place of worship; or
 - v. panel beating services;
- b) store, or permit to be stored, any shipping containers or pallets outside any building on the burdened land;
- c) keep, or allow to be kept, any rubbish or debris on any part of the burdened land;
- d) allow the burdened land to be in an unsightly condition or be kept untidy; and
- e) leave, or allow to be left, any nature strips and vegetation forming the landscape of the burdened land unmaintained.

32. Negotiated Connection Contract

The members of Owners Corporation Plan No. PS 841198J acknowledge that NORTHERN CHARGERS PTY LTD (executed a contract known as the Negotiated Connection Contract with Powercor Australia Ltd (ABN 89 064 651 109) for the purpose the design, construction, distribution, and connection to electrical power.

My Global Strata Group
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www.myglobalstrata.com.au
PO Box 8109 Tarneit Victoria 3029

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

**Inaugural Meeting of Owners Corporation Plan of
Subdivision No - PS 841198J
Common Property 3 Units
12 CUTLER COURT, LALOR VIC 3075**

Date: 19/09/2025

Time: 11:00 AM

Place: Unit 10, 150 PALMERS ROAD, TRUGANINA, 3029

Present:

Lots	Members Name	Present/Proxy	Present
1-3	NARJODH SINGH BHULLA	Present	NARJODH SINGH BHULLA

It was noted that plan of subdivision PS904880B has been registered by the Land Titles Office, and that the registered proprietor of all Lots is NARJODH SINGH BHULLA, who is the only member of the Owners Corporation, the requirement for 14 days notice before an Annual General Meeting or Special General Meeting is hereby waived. Accordingly, NARJODH SINGH BHULLA has the capacity to exercise all of the powers of the Owners Corporation pursuant to the Subdivision Act 1988, Sale of Land Act 1963, Owners Corporations Act 2006 and Owners Corporations Regulations 2007.

Attendance: Prabal Tripathi of My Global Strata Group

1. Appointment of Chairperson of Meeting

That NARJODH SINGH BHULLA be the Chairperson

For: All present	Against: 0	Outcome: Passed
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2. Proxies

None

3. Tabling of Documents:

- a. The Owners Corporation Register
- b. Copy of Owners Corporation Act 2006 and Owners Corporation Regulations 2007.
- c. Copy of Plan of Subdivision, as-installed plans and other similar documents
- d. Insurance policies in force taken out under section 9AAA of the Sale of Land Act 1962.
- e. List of Trades people and/or suppliers who provided warranty or other guarantee on any matter for which the Owners Corporation are responsible and copies of all such warranties and guarantees
- f. The common seal for the Owners Corporation.
- g. Rules of the Owners Corporation.
- h. Budget and schedule of fees.

- i. Design Guides if applicable (Signage, external finishes, Moving in and out etc)

The following ordinary resolutions were passed:

4. Ordinary Resolution 1 - Appointment of Manager

That My Global Strata (Prabal Tripathi) be appointed manager for a term of 3 years in accordance with Section 119 of the Owners Corporations Act 2006 and that the Owners Corporation execute the following documents:

- a. Contract of Appointment Owners Corporation Manager
- b. Affix the common seal

For: All present	Against: 0	Outcome: Passed
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5. Ordinary Resolution 2 - Delegation

It was resolved unanimously that the Owners Corporation delegates to Claudio Romano the powers and functions set out in the instrument of delegation that was tabled at the meeting. Such delegation includes the power to sign on behalf of the Owners Corporation certificates in accordance with Owners Corporation Certificate and Notice of Address Change in the Schedule to the Regulations and any contracts or documents not requiring the seal of the Owners Corporation. Such delegation will also include the power of Owners Corporation to delegate the functions and duties set out in the instrument of delegation to the Manager so that such powers and functions may be exercised or performed by any employee of the Manager.

For: All present	Against: 0	Outcome: Passed
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6. Ordinary Resolution 3 – Quarantine of Decisions

Pursuant to section 82 of the Owners Corporation Act 2006 it was resolved that the following decisions, in the interests of all members of the Owners Corporation, can only be made at a general meeting:

1. Appointment of Manager
2. Termination of Manager

For: All present	Against: 0	Outcome: Passed
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7. Ordinary Resolution 4 - Owners Corporation Signs

It was confirmed that in accordance with Regulation 17 of the Owners Corporation Regulations 2007 that a sign displaying the managers name and mailing address of the Owners Corporation is displayed at the entrance to the property.

For: All present	Against: 0	Outcome: Passed
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8. Ordinary Resolution 5 –Adopting and Affixing the Common Seal

Pursuant to section 19 it was resolved to authorize the manager to obtain a common seal in the name of the Owners Corporation as follows:

Owners Corporation No. PS 841198J

Pursuant to section 20 and section 113 of the Owners Corporation Act 2006 the Committee can authorize the Manager to affix the common seal of the Owners Corporation on behalf of the Owners Corporation for all legitimate purposes consistent with the rules any resolutions passed from time to time by each Owners Corporation that require the fixing of the common seal.

For: All present	Against: 0	Outcome: Passed
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9. Ordinary Resolution 6 -Insurance

It was resolved to instruct the manager to arrange Insurance cover for the Owners Corporation as required by Part 3, Division 6 of the Owners Corporation Act 2006 effective 3rd May 2024, the premium to be adjusted by the purchasers of the lots at settlement, details of which are outlined below:

Name of Company:	Insurance
Policy Number:	HU0006154248
Policy 1 -Building Insurance	\$1,100,000
Policy 2 -Public Liability	\$20,000,000.00
Policy 3 -Voluntary Workers	\$3000.00/\$300,000.00
Policy 5- Fidelity	\$250,000.00
 Premium	 \$2973.59

Members may contact **Whitbread Insurance Brokers** directly to obtain a Certificate of Currency for their banks.

For: All present	Against: 0	Outcome: Passed
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10. Ordinary Resolution 7 - Insurance Disclosure

The Chairman brought to the attention of the Owners Corporation via the Financial Services Guide, that the Owners Corporation Manager would be receiving a commission not greater than 20% of the base premium from year to year.

Product Disclosure Statement

The Manager presented the new PDS from **Whitbread Insurance Brokers** for the insurance policy to the Chairperson of the Owners Corporation.

It was resolved to allow the Manager to receive the commissions.

For: All present	Against: 0	Outcome: Passed
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11. Ordinary Resolution 8 – Collection of Fees and Bank Account

It was resolved that the Manager (or the manager’s delegate), pursuant to its appointment as manager for the Owners Corporation, is authorised to collect the fees for the Owners Corporation and to operate a bank account on behalf of the Owners Corporation.

It was resolved that a bank account, of the Manager's choice, can be opened in the name of the Owners Corporation, and that the signatories on the bank account would be the Manager (or the manager's delegate).

For: All present	Against: 0	Outcome: Passed
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12. Ordinary Resolution 9 - Penalty Interest and Fee for Arrears

Pursuant to Section 29 of the Owners Corporation Act 2006 it was resolved that the Owners Corporation will charge the current penalty interest rate on any fees owed by a member of the Owners Corporation after the due date for fees and charges.

For: All present	Against: 0	Outcome: Passed
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13. Ordinary Resolution 10 – ABN & TFN Registration

Pursuant to Taxation Ruling No. IT 2505 and in accordance with Australian Tax Office requirements it was resolved that the Owners Corporation will:

- a) obtain an ABN
- b) obtain a TFN

For: All present	Against: 0	Outcome: Passed
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14. Ordinary Resolution 11 - Annual Budget & Owners Corporation Fees

Pursuant to Section 23 of the Owners Corporation Act 2006 it was resolved to accept the suggested budget at \$7,000.00 per annum (attachment 1) and set the levy period, due date and amounts based on lot liabilities as follows:

The Owners Corporation Financial Year will be 3rd May each year.

For: All present	Against: 0	Outcome: Passed
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15. Ordinary Resolution 12– Appointment of Chairperson and Secretary

Pursuant to Section 98 of the Owners Corporation Act 2006 it was resolved to appoint the following members to Chairperson/Secretary – Pavneet Singh Bindra

- a. Instrument of Delegation
- b. Affix the common seal

For: All present	Against: 0	Outcome: Passed
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16. Ordinary Resolution 13 – Set Up Costs

It was resolved that the set up costs for the Owners Corporation paid, by the vendor, will be adjusted by the purchasers at settlement.

NOTE: This is to be adjusted in favour of the vendors by the purchasers at settlement.

For: All present	Against: 0	Outcome: Passed
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17. Ordinary Resolution 14 - Appointment of Grievance Committee

Pursuant to Section 100 and 153 - 159 of the Owners Corporation Act 2006 it was resolved to appoint all members to the Grievance Committee.

For: All present	Against: 0	Outcome: Passed
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The following special resolutions were passed:

18. Special Resolution 1 – Special Resolution Owners Corporation Rules

Pursuant to Section 138 of the Owners Corporation Act 2006 it was resolved by a special resolution to adopt the Consolidated Rules as presented at the meeting.

19. Storm Water Maintenance Agreement

That the storm water maintenance agreement with **Atlan Stormwater** be adopted.

For: All present	Against: 0	Outcome: Passed
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20. General Business

Parking - Members are reminded that there is no parking in the common driveway. Members with Lessee (tenants) must advise their tenants. This is a breach of the Rules of the Owners Corporation. The new Owners Corporation enables an Owners Corporation to apply to VCAT for offenders to be fined \$300.00.

Debt Management – Agreed that all fees and charges/Penalty charges incurred by the Owners Corporation in the enforcement of levy payments will be recouped from the debtor.

Dumping of Rubbish – Members are reminded not to dump rubbish like car batteries and car parts on the common property. Offenders to be fined \$300.00.

THE MEETING CLOSED AT **11:30 AM.**



CHAIRPERSON SIGN

19/09/2025
DATE

APPENDIX 1

Suggested Budget for Owners Corporation No PS908340P

An Estimate of the expenses has been prepared.

Budget Item	Amount
Administrative Fees & Charges - postage	50.00
Bank Fees & Charges - DEFT fees	50.00
Garden/Lawn Maintenance	1,900.00
Insurance premium	3,500.00
Strata Manager - disbursements	500.00
Strata Manager - management fees	1,000.00
Electricity	00.00
Plumbing	00.00
General Cleaning	00.00
Water	00.00
Stormwater maintenance	00.00
Total	\$7,000.00

Budget Exclusions

The budget has been based on the information supplied in the documentation associated with the planned subdivision, current building plans and the Owners Corporation Regulations and is subject to change if either documentation changes.



03 7032 3984
 info@myglobalstrata.com.au
 www.myglobalstrata.com.au
 PO Box 8109 Tarnait Victoria 3029

OWNERS CORPORATION FEE NOTICE

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

NORTHERN CHARGERS PTY LTD
 12 Cutler Court
 Lalor Victoria 3075

Invoice

Invoice No: 0000003	Issue Date: 24/09/25
Net Amount Payable:	\$ 2,333,33
Due Date:	21/10/2025

The owner has an obligation to pay fees and charges within 28 days after the date of the notice.

New Charges for Owners Corporation for Plan No. PS 841198J

Lot No. 3 Unit 3	info@myglobalstrata.com.au	Previous Balance:	0.00	
OC Address: 12 Cutler Court, Lalor, Victoria 3075		Penalty Interest:	0.00	
Lot Liability: 317		Issued Levies Not Due:	0.00	
Description	Transaction Type	Fund	Gross	Totals
19/09/2025 to 18/09/2026 for total Levy of \$2,333,33 pa	Normal	Admin	2,333,33	2,333,33
Arrears/Issued at time of printing				0.00
Gross Amount				2,333,33
Net Amount Payable				\$ 2,333,33

The Owners Corporation currently does not charge penalty interest for overdue fees/charges.



DEFT
 PAYMENT SYSTEMS

DEFT Reference Number:
 0000 0000 0503 5960 0039

How to Pay

- Bpay:** Contact your bank, credit union or building society to make this payment from your account.
- Internet:** Visit www.deft.com.au and use the DEFT reference number supplied on this page.
- In person:** Present this page to make your payment by cheque or EFTPOS at any post office.

Payments by credit or debit card may attract a surcharge.
 Registration is required for payments from bank accounts.
 Registration forms available from www.deft.com.au.

Sun & Snow PTY LTD
 Lot No. 3 Unit 3
 12 CUTLER COURT, LALOR VIC 3075 - PS ...
 Invoice No: 0000003
 Net Amount Payable: \$ 2,333,33
 Due Date: 21/10/2025



Billers Code: 96503
 Reference: 0000 0000 0503 5960 0039



*496 00000000 50359600039

+ 50359600039<

000292744<3+



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006154248
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	19/09/2025 to 19/09/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 841198
Situation	12 CUTLER COURT LALOR VIC 3075

Sections

Section 1 – Insured Property

Building: \$1,100,000
Common Area Contents: \$11,000
Loss of Rent & Temporary Accommodation (total payable): \$165,000
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: \$330,000
Extended Cover - Loss of Rent & Temporary Accommodation: \$49,500
Escalation in Cost of Temporary Accommodation: \$16,500
Cost of Removal, Storage and Evacuation: \$16,500
Machinery Breakdown: Not Selected
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$20,000,000

Section 3 – Voluntary Workers

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

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

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



Flood Cover is included.

Date Printed

19/09/2025

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

INFORMATION ONLY

Date of issue
17/09/2025

Assessment No.
1137462

Certificate No.
176407

Your reference
007np24

Northpoint Conveyancing
23 Kathleen Street
PRESTON VIC 3072

Land information certificate for the rating year ending 30 June 2026

Property location: 3/12 Cutler Court LALOR 3075

Description: LOT: 3 PS: 841198J

AVPCC: 100 Vacant Residential Dwelling Site/Surveyed Lot

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$290,000	\$290,000	\$14,500

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

1. Rates, charges and other monies:

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

Rates & charges

General rate levied on 01/07/2025	\$685.66
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$50.17
Waste Landfill Levy General levied on 01/07/2025	\$15.45
Arrears to 30/06/2025	\$0.00
Interest to 17/09/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$887.28

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$887.28
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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

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 property may be subject to a supplementary valuation.

A fire hazard removal notice could be issued against this property. Please check with the Council on the date of settlement.

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.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1137462



Phone 1300 301 185
Ref 1137462



Billers Code 5157
Ref 1137462

26th September 2025

RA PROFESSIONAL SERVICES
NORTHPOINT CONVEYANCING

Dear RA PROFESSIONAL SERVICES,

RE: Application for Water Information Statement

Property Address:	3/12 CUTLER COURT LALOR 3075
Applicant	RA PROFESSIONAL SERVICES NORTHPOINT CONVEYANCING
Information Statement	30976478
Conveyancing Account Number	1860863757
Your Reference	007NP24

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. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	3/12 CUTLER COURT LALOR 3075
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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	3/12 CUTLER COURT LALOR 3075
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STATEMENT UNDER SECTION 158 WATER ACT 1989

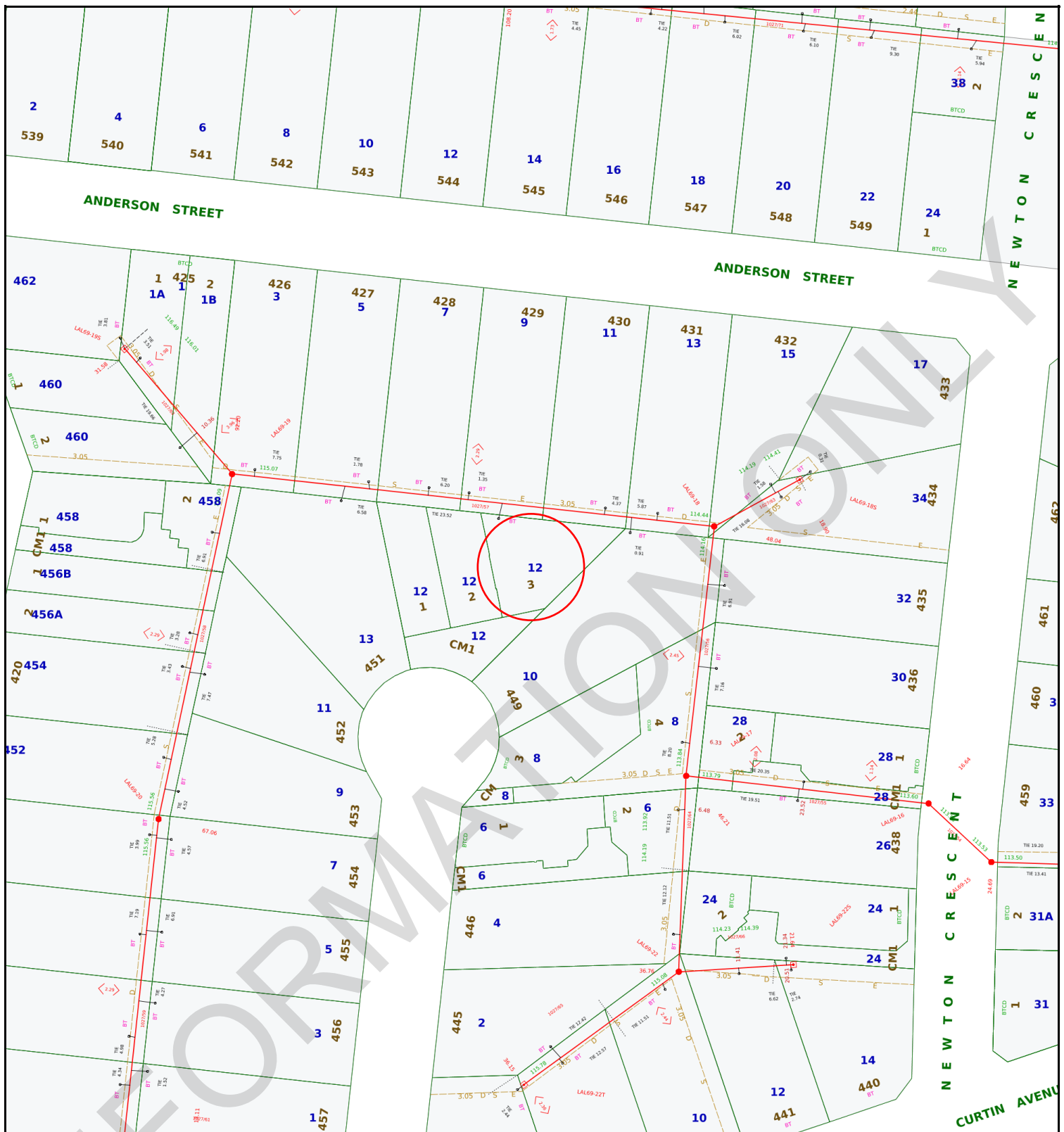
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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















**Yarra Valley Water
Information Statement
Number: 30976478**

Address	3/12 CUTLER COURT LALOR 3075
Date	26/09/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501



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

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

RA PROFESSIONAL SERVICES
NORTHPOINT CONVEYANCING
info@northpointconveyancing.com.au

RATES CERTIFICATE

Account No: 1490588693
Rate Certificate No: 30976478

Date of Issue: 26/09/2025
Your Ref: 007NP24

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 3/12 CUTLER CT, LALOR VIC 3075	3\PS841198	5236826	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge Step 1 – 5.000000kL x \$3.43420000 = \$11.51 Step 1 – 0.000000kL x \$3.57240000 = \$5.89 Estimated Average Daily Usage \$0.20	02-05-2025 to 29-07-2025	\$17.40	\$17.40
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$122.58
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$22.63
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$31.51
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$215.38



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.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 5236826

Address: UNIT 3/12 CUTLER CT, LALOR VIC 3075

Water Information Statement Number: 30976478

HOW TO PAY



Biller Code: 314567
Ref: 14905886931

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



NORTHPOINT CONVEYANCING

Your Reference: 007NP24

Certificate No: 93454591

Issue Date: 01 OCT 2025

Enquiries: MXH10

Land Address: UNIT 3, 12 CUTLER COURT LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48220654	3	841198	12290	927	\$0.00

Vendor: NORTHERN CHARGERS PTY LTD

Purchaser: INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
NORTHERN CHARGERS PTY LTD	2025	\$250,000	\$1,050.00	\$0.00

Comments: Land Tax of \$1,050.00 has been assessed for 2025, an amount of \$1,050.00 has been paid.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$250,000

SITE VALUE (SV): \$250,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE: \$0.00**

Notes to Certificate - Land Tax

Certificate No: 93454591

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$250,000

Calculated as \$975 plus (\$250,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$2,500.00

Taxable Value = \$250,000

Calculated as \$250,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93454591

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 93454591

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



NORTHPOINT CONVEYANCING

Your Reference: 007NP24
Certificate No: 93454591
Issue Date: 01 OCT 2025
Enquires: MXH10

Land Address: UNIT 3, 12 CUTLER COURT LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48220654	3	841198	12290	927	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$250,000
SITE VALUE:	\$250,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93454591

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



NORTHPOINT CONVEYANCING

Your Reference: 007NP24

Certificate No: 93454591

Issue Date: 01 OCT 2025

Land Address: UNIT 3, 12 CUTLER COURT LALOR VIC 3075

Lot	Plan	Volume	Folio
3	841198	12290	927

Vendor: NORTHERN CHARGERS PTY LTD

Purchaser: INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
3000133259	GC252L	\$0.00	\$0.00	\$0.00	\$0.00

Comments: No Windfall Gains Tax applicable

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 93454591

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 93454593

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 93454593

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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