

Contract of Sale of Land

Property

UNIT 9, 62 ANZAC DRIVE, WOLLERT, 3750



Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property within 3 clear business days after a publicly advertised 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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Particulars of Sale

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Vendor's Estate Agent			
Name:	Stone Real Estate		
Address:	1/75 Church Street Whittlesea 3757		
Telephone:	9716 2000 0438130473	Fax:	
Email:	Jenniterhaar@stonerealestate.com.au	Ref:	Jenni Ter Haar
Vendor			
Name:	JAYA DANIEL WIRAWAN		
Address:	9/62 Anzac Drive Wollert 3750		
ABN/ACN			
Email:			
Vendor's legal practitioner or conveyancer			
Name:	Ian McCubbin & Associates		
Address:	40 Chute Street Diamond Creek 3089		
Telephone:	9438 2855	Fax:	
Email:	cate@mccubbin.com.au	Ref:	Cate Morgan
Purchaser's Estate Agent			
Name:			
Address:			
Telephone:		Fax:	
Email:		Ref:	
Purchaser			
Name:			
Address:			
ABN/ACN			
Email:			
Purchaser's legal practitioner or conveyancer			
Name:			
Address:			
Telephone:		Fax:	
Email:		Ref:	

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11470 Folio 929	16	717929P
Volume Folio		
Volume Folio		

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: 9/62 Anzac Drive, Wollert 3750

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

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****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 ____/____/____ with ____ options to renew, each of ____ years
- OR
- a residential tenancy for a fixed term ending on ____/____/____
- 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: _____

(or another lender chosen by the purchaser)

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

Special Conditions

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Instructions: *It is recommended that when adding further 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.*

PLANNING

- 1.1 The Purchaser buys subject to any restriction on the use of the land under any Town Planning Act or Scheme in any legislation, or imposed by any authority empowered by legislation, to control the use of the land.

SECTION 32 STATEMENT

- 2.1 The Purchaser acknowledges that prior to the execution of this contract he has been given by the vendor's agent a statement signed by the vendor containing the particulars required by Section 32 of the Sale of Land Act.

WARRANTIES

- 3.1 The purchaser acknowledges that the vendor's agent named herein has acted as agent of the vendor and that no information, representation or warranty of the vendor or the vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and that no such information representation or warranty has in fact been relied upon and that this contract is the sole and full repository of the agreement between the vendor and the vendor's agent of the one part and the purchaser of the other part.

DIRECTOR'S GUARANTEE

- 4.1 If the purchaser is or includes a corporation then:
- (a) The person who executes this contract for the purchaser must also execute the attached guarantee when signing this contract, and
 - (b) The purchaser must deliver to the vendor a copy of the guarantee properly completed and signed by all other directors (if any) of such corporation within seven days of the day of sale.

IMPROVEMENTS

- 5.1 The purchaser acknowledges that the improvements erected upon the property and any chattels included in the sale are sold as inspected and the vendor makes no warranty as to their condition, fitness or compliance with building regulations or any other legislation. The purchaser shall not make any requisition or objection or claim any damages or compensation for any defect deficiency or non-compliance of the improvements and chattels.

GENERAL CONDITIONS

- 6.1 General Condition 35.4 (a) is deleted and replaced with the following:
- 35.4 (a) The greater of 10% of the price and the deposit is forfeited to the vendor as the vendor's absolute property; whether 10% of the purchase price or the deposit has been paid or not; and
- 6.2 General conditions 31.4, 31.5 and 31.6 are deleted
- 6.3 General condition 12.4 is added:
- "Where the purchaser is deemed by Section 27 (7) of the Sale of Land Act 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 objections to title."
- 6.4 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 1962 applies.

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

FOREIGN INVESTMENT REVIEW BOARD

- 7.1 The purchaser warrants to the vendor that:
- 7.1.1 the purchaser has not breached Section 26A of the Foreign Acquisition and Takeovers Act 1975 (Cth) in entering into this contract; and
 - 7.1.2 the purchaser has obtained
 - 7.1.2.1 any authority of the Reserve Bank of Australia required under the Banking (Foreign Exchange) Regulations (Cth); and
 - 7.1.2.2 any other approval required from any authority under any law to enter into this contract.
- 7.2 If any warranty in special condition 7.1 is untrue in any way;
- 7.2.1 the purchaser will be in default under this contract; and
 - 7.2.2 the purchaser will indemnify the vendor against all claims suffered by the vendor as a result of the vendor having relied on this warranty; and
 - 7.2.3 the warranties and conditions contained in this special condition do not merge upon settlement.
- 7.3 This warranty and indemnity shall not merge upon settlement.

GST NOTICE TO THE PURCHASER (pursuant to Section 14-265 Schedule 1 Taxation and Administration Act 1953 (Cwlth))

- 8.1 The property described is either an existing residential premises, or commercial residential premises and therefore the purchaser is not required to withhold GST
- 8.2 The purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of this property.

DEFAULT BY PURCHASER

- 9.1 The vendor gives notice to the Purchaser that in the event that the purchaser fails to complete the purchase of the property by 4.00 pm on the date specified in this contract between the vendor and the purchaser, the vendor will or may suffer the following losses and expenses as a consequence of such a breach of contract which the purchaser will be required to pay to the vendor in addition to interest payable in accordance with the terms of the contract:
- 9.1.1 All costs associated with obtaining finance to complete the vendor's purchase of another property, and interest charged of such bridging finance;
 - 9.1.2 Interest payable by the vendor under any existing mortgage over the property calculated from the due date for settlement;
 - 9.1.3 Accommodation expenses necessarily incurred by the vendor;
 - 9.1.4 Legal costs and expenses as between solicitor and client arising from any default by the purchaser;
 - 9.1.5 Penalties suffered by the vendor occasioned by any delay in completion of the vendor's purchase of another property.

EXCLUDED SETTLEMENT DATES

- 10.1 Notwithstanding any other provisions of this Contract of Sale, if settlement has not taken place on or before 19th December 2025 then both parties agree that settlement of this Contract of Sale will be set on 13th January 2026.
- 10.2 Neither party may issue a default notice on the other party between 19th December 2025 and 13th January 2026 arising from or in connection with the failure to complete this Contract of Sale between the dates outlined in this special condition.

PRIORITY OF CONDITIONS

11. To the extent that there is any inconsistency between the Special Conditions and the General Conditions then the Special Conditions prevail over the General Conditions.

AUCTION

- 12.1 If the property is sold by public auction, then the following special condition 12.1 shall apply.
- 12.2 The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in 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 one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4 NOMINEE

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

Title

5 ENCUMBRANCES

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

6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without

limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

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

7 IDENTITY OF THE LAND

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

8 SERVICES

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

9 CONSENTS

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

10 TRANSFER & DUTY

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

11 RELEASE OF SECURITY INTEREST

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

- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

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

Money

14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

15 DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17 SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18 ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic 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 by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (a) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic 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:
- the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - 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
 - 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
 - the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- 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
 - 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':
- the parties agree that this contract is for the supply of a going concern; and
 - the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - '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:
- immediately applied for the loan; and
 - did everything reasonably required to obtain approval of the loan; and
 - 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
 - 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:
- obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - 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:
- obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23 ADJUSTMENTS

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25 GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract * consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26 TIME & CO-OPERATION

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

27 SERVICE

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

28 NOTICES

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

29 INSPECTION

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

30 TERMS CONTRACT

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

- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

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

35 DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

**IAN McCUBBIN & ASSOCIATES
SOLICITORS**

40 CHUTE STREET, DIAMOND CREEK, 3089

TELEPHONE: (03) 9438 2855

SECTION 32 STATEMENT

VENDOR: JAYA DANIEL WIRAWAN

PROPERTY: Unit 9, 62 Anzac Drive, Wollert, 3750

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962**

VENDOR: JAYA DANIEL WIRAWAN

PROPERTY: Unit 9, 62 Anzac Drive, Wollert, 3750

IMPORTANT NOTICE TO PURCHASERS

If you fail to complete the purchase of this property on the Settlement Date specified in the Contract, the Vendor will or may suffer the following losses and expenses as a consequence of such a breach of contract:

- (a) *Interest and other costs of obtaining bridging finance to complete the Vendor's purchase of another property;*
- (b) *Interest payable by the Vendor under any existing Mortgage (if any) over the property calculated from the due date for settlement;*
- (c) *Accommodation expenses necessarily incurred by the Vendor;*
- (d) *Legal costs and expenses as between Solicitor and Client arising from any default by the Purchaser;*
- (e) *Penalties payable by the Vendor occasioned by any delay in completion of the Vendor's purchase of another property.*

Any such consequential loss suffered by the Vendor is payable by the Purchaser in addition to penalty interest payable in accordance with the terms of the Contract.

1. **RESTRICTIONS** - other than as disclosed by any copy documents annexed hereto, there are no easements, covenants or other similar restrictions (registered or unregistered) affecting the Property and no existing failure to comply with their terms.
2. **PLANNING** - details of planning instruments affecting the Property are:-
 - 2.1 Planning Instrument: As per attached certificate
 - 2.2 Responsible Authority: As per attached certificate
 - 2.3 Zoning and/or Reservation: As per attached certificate
3. **OUTGOINGS** - The amount of rates, taxes, charges or other similar outgoings affecting the Property **AND** any interest payable on any part of them which is unpaid (including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale of the Property and which the vendor might reasonably be expected to have knowledge of) are:

As per attached certificates

There are no amounts for which the purchaser may become liable as a consequence of the sale of this property of which the vendor might reasonably be expected to have knowledge which are not included above.
4. **STATUTORY CHARGES** - Details of any charge (whether registered or not) over the Property imposed by or under any Act to secure an amount due under that Act, including the amount owing under that charge are:-

Other than as disclosed by any copy documents annexed hereto, Nil.
5. **SERVICES** - Details of services which are **not** connected to the Property-

Telephone

 - 5.1 The purchaser should check with the appropriate authorities as to the availability and cost of providing any service (essential or otherwise) not connected to the property.

6. **NOTICES** - Details of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property (including any notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act 1986) which the vendor might reasonably be expected to have knowledge of are as follows:-
Other than as disclosed by any copy documents annexed hereto - **NIL**
7. **CONTAMINATION RESTRICTIONS** - Details of any current land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals (Control of Use) Act 1992 due to contamination are as follows:-
Nil.
8. **TITLE** - Attached are copies of (or reproductions of or statements of information as to) the following document/s concerning the title of the Property:
 - the Register Search Statement and the document, or part of the document, referred to as the diagram location, in the Register Search Statement that identifies the land and its location.
 - the Section 173 Agreement AH113884U
 - the Section 173 Agreement AK043721M
9. **LAND USE** - a description of any easement or covenant or other similar matter affecting the land (whether registered or unregistered) is contained in the attached documents
 - Particulars of any existing failure to comply with that easement covenant or restriction are :
To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
10. **ROAD ACCESS AND BUSHFIRE-PRONE PROPERTY**
 - There is access to the Property by road.
 - Whether or not the property is or is not within a designated bushfire-prone area is disclosed in the attached Certificate
11. **BUILDING APPROVALS & INSURANCE** - Particulars of any building permit granted during the past 7 years under the Building Act 1993 (required only where the Property includes a residence) are:
 - Nil.

Particulars of any required **insurance** effected in the past six years and six months under the Building Act 1993 (required only where the Property includes a residence constructed by an **owner-builder** to which Section 137B of the Building Act 1993 applies) are:

- Not applicable.

12. OWNERS CORPORATION ACT 2006

- 12.1 This land is affected by an owners corporation and a copy of the current Owners Corporation Certificate issued under the Owners Corporation Act 2006 is attached to this statement.
- 12.2 Attached to the current Owners Corporation Certificate is:
 - A copy of the Owners Corporation Rules applicable to this property.
 - A copy of the *Statement of Advice and Information for Prospective Purchasers and Lot Owners* prescribed by the regulations.
 - A copy of all resolutions made at the last annual general meeting of the owners corporation (if any).
 - A copy of any other documents of a prescribed kind (if any).
- 12.3 Further information on prescribed matters can be obtained by inspection of the owners corporation register.

13. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

The land is not land in respect of which a GAIC is imposed

14. ENERGY EFFICIENCY INFORMATION

Not applicable

15. GST NOTICE TO THE PURCHASER pursuant to Section 14 - 265 Schedule 1 Taxation and Administration Act 1953 (Cth)

- The property described within is either existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

The purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation and Administration Act 1953 (Cwth) in relation to the supply of this property.

16. MATERIAL FACTS DISCLOSURE

The Vendor hereby declares that there are no material facts related to the property that must be disclosed by a vendor to a purchaser pursuant to Section 12(d) of the Sale of Land Act 1962

17. LAND SUBJECT TO TAX REFORM SCHEME

Is the land tax reform scheme land within the meaning of The Commercial and Industrial Property Tax Reform Act 2024?

No

the AVPCC (Australian Valuation Property Classification Code as defined in The Commercial and Industrial Property Tax Reform Act 2024) most recently allocated to the land is 110

Signature *Jaya Wirawan*
of

vendor:.....

Dated 09/03/2025

The undersigned purchaser hereby acknowledges being given a duplicate of this statement signed by the vendor before the purchaser signed any contract.

Signature
of

purchaser:.....

Dated / /20

WARNING TO VENDORS

- Terms Contracts.** This Vendors Statement **is not** to be used where the Property is to be sold on a **terms contract**, or, subject to a mortgage that **is not** to be discharged before the purchaser becomes entitled to possession. An additional Vendors Statement is required in these circumstances.
- GST.** If you are registered for **GST** and the sale of this Property represents a "taxable supply", then you must ensure that any Contract of Sale includes appropriate conditions to deal with liability for payment of GST. If there are no conditions, the vendor is liable to pay any GST.
- Vendor's Insurance.** This Vendors Statement had been prepared for use with the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008 that provides for the property to remain at the risk of the vendor until settlement. If you intend to use a contract that does not provide for the property to remain at the risk of the vendor until settlement then full particulars of the vendor's insurance in respect of any damage or destruction to the property must be attached. If any of the above circumstances apply to you then please contact Ian McCubbin & Associates so we may upgrade this Vendors Statement to cover these circumstances.

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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.

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

VOLUME 11470 FOLIO 929

Security no : 124122430800W
Produced 28/02/2025 07:42 AM

LAND DESCRIPTION

Lot 16 on Plan of Subdivision 717929P.
PARENT TITLE Volume 11390 Folio 950
Created by instrument PS717929P 04/02/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JAYA DANIEL WIRAWAN of UNIT 9 62 ANZAC DRIVE WOLLERT VIC 3750
AU452139Y 15/06/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU452140Q 15/06/2021
COMMONWEALTH BANK OF AUSTRALIA

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
AH113884U 23/03/2010

AGREEMENT Section 173 Planning and Environment Act 1987
AK043721M 23/11/2012

DIAGRAM LOCATION

SEE PS717929P 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 9 62 ANZAC DRIVE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 15/06/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS717929P

DOCUMENT END



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Document Type	Plan
Document Identification	PS717929P
Number of Pages (excluding this cover sheet)	5
Document Assembled	28/02/2025 07:44

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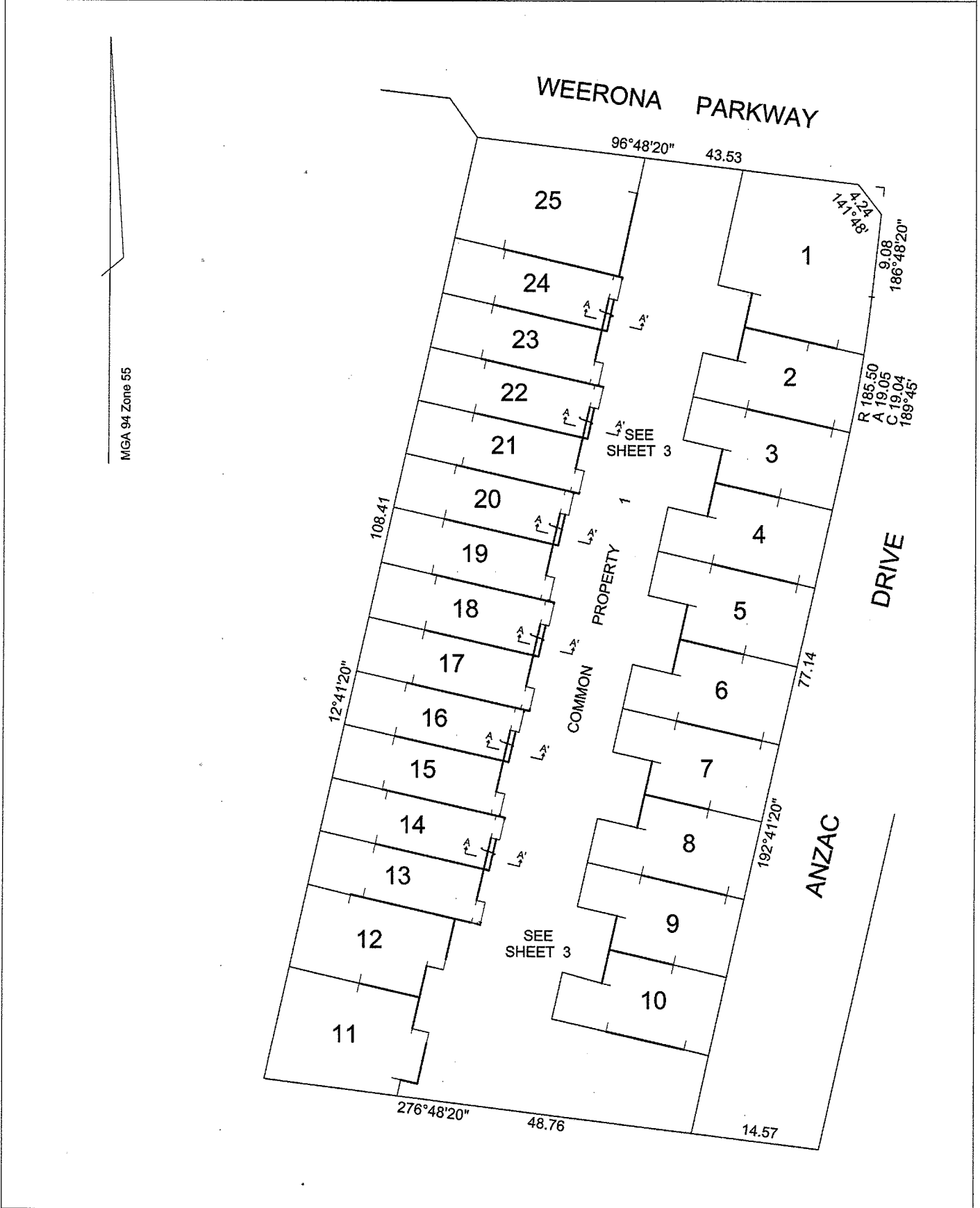
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Signed by Council: Whittlesea City Council, Council Ref: 608305, Original Certification: 14/01/2014, S.O.C.: 14/01/2014

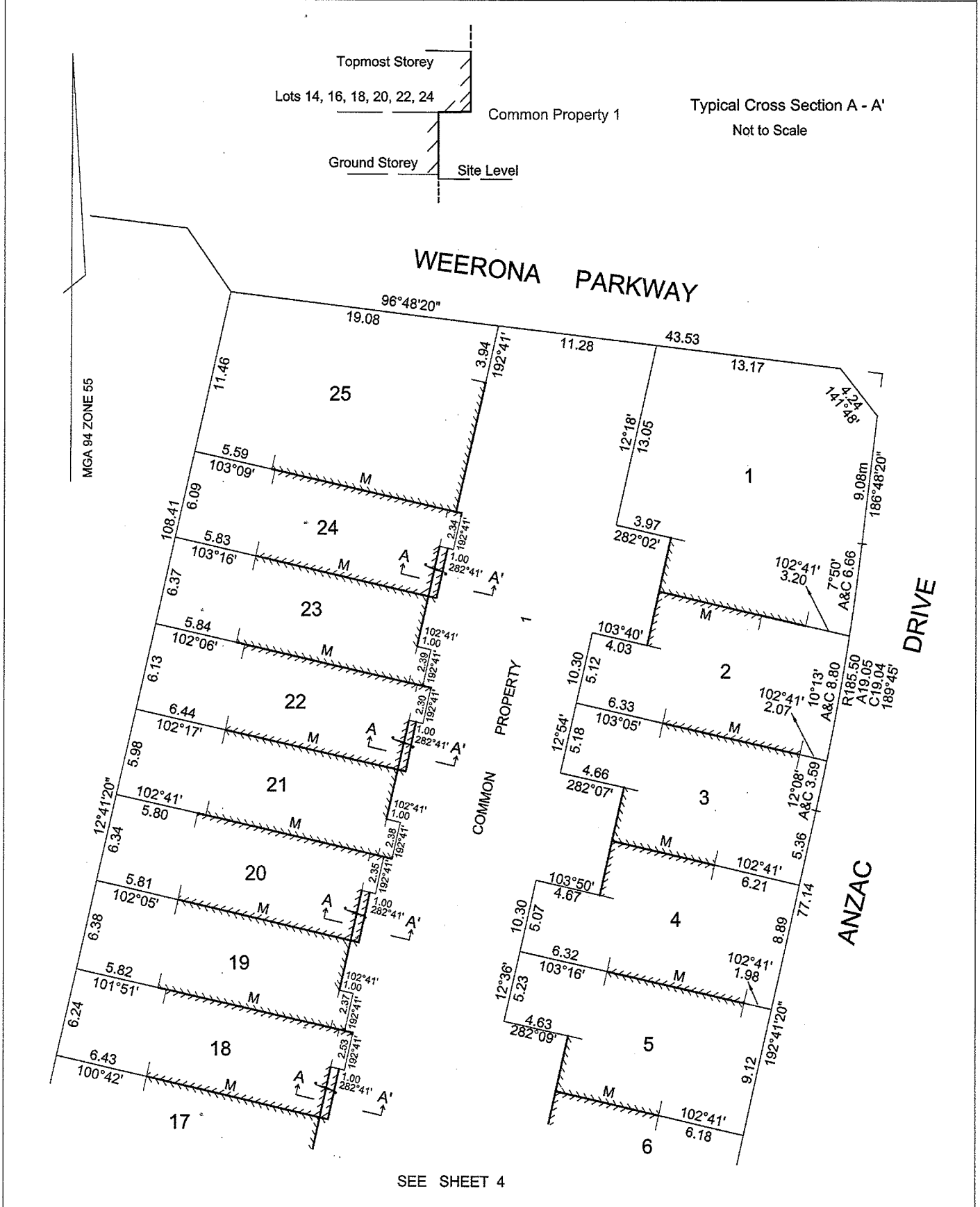
PLAN OF SUBDIVISION		Stage No.	LRS Use Only EDITION 1	Plan Number PS 717929P
LOCATION OF LAND Parish: Wollert Township: Crown Portion: 1 (Part) Crown Allotment: Section: 11 Title References: Vol. 11390 Fol. 950 Last Plan Ref.: Lot A on PS 646755Q Postal Address: 1A Anzac Drive Wollert, 3750. MGA Co-ordinates: E 327 160 Zone 55 (of approx. centre of land in plan) N 5 834 880		COUNCIL CERTIFICATION COUNCIL NAME: City of Whittlesea REF: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. PUBLIC OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has/has not been satisfied (iii) The requirement is to be satisfied in Stage (iv) The requirement has been satisfied for Council delegate Council seal Date: / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date: / /		
VESTING OF ROADS OR RESERVES				
Identifier	Council / Body / Person			
Nil	Nil			
LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS		Boundaries shown by thick continuous hatched lines are defined by buildings. Location of boundaries defined by buildings:- Median:- Boundaries shown M Exterior Face:- All other boundaries Common Property 1 is all the land in the plan except Lots 1 to 25 (Both Inclusive). Survey This plan is based on survey. This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.		
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		LRS use only		
Section 12(2) of the Subdivision Act 1988 Applies to the land herein				
Easement Reference	Purpose	Width (metres)	Origin	Land Benefited/In favour Of
Di MASE BERRY & Co Pty Ltd 142A Sydney Road, BRUNSWICK 3056 Tel 9387 7577 Fax 9387 8813				Licensed Surveyor (print): Geoffrey Berry Signature: DIGITALLY SIGNED Date: / / Surveyors Ref: 12611 Version: 4
Statement of compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 22/01/2014				LRS use only PLAN REGISTERED TIME: 11:00 DATE: 04/02/2014 Anthony Haynes Assistant Registrar of Titles
Sheet 1 of 4 Sheets				Council Delegate Signature Date: / / Original Sheet Size A3

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 717929P
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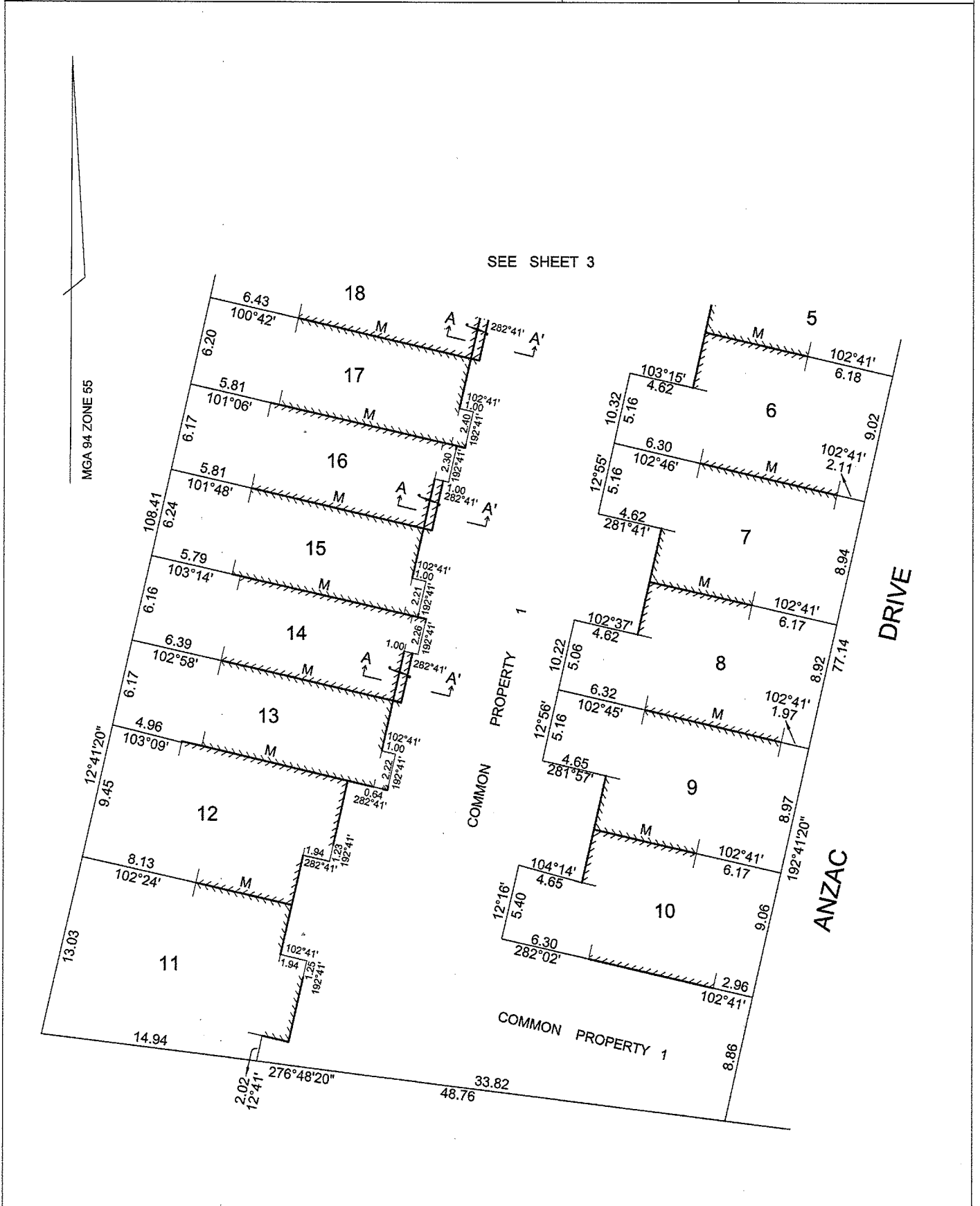
Di MASE BERRY & Co Pty Ltd 142A Sydney Road, BRUNSWICK 3056 Tel 9387 7577 Fax 9387 8813	SCALE Lengths are in Metres A3 1 : 400 Original Sheet Size: Original Scale:	Licensed Surveyor: Signature: Surveyors Ref: 12611 Version: 4	Sheet 2 of 4 Sheets Council Delegate Signature Date: / /
	Print Date: / /		

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 717929P
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Di MASE BERRY & Co Pty Ltd 142A Sydney Road, BRUNSWICK 3056 Tel 9387 7577 Fax 9387 8813	SCALE 2.5 0 2.5 7.5 Lengths are in Metres A3 1 : 250 Original Sheet Size: Original Scale:	Licensed Surveyor: Signature: Surveyors Ref: 12611 Version: 4	Sheet 3 of 4 Sheets Council Delegate Signature Date: / /
	Print

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 717929P
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Di MASE BERRY & Co Pty Ltd 142A Sydney Road, BRUNSWICK 3056 Tel 9387 7577 FAX 9387 8813	SCALE 2.5 0 2.5 7.5 Lengths are in Metres A3 1:250 Original Sheet Size: Original Scale:	Licensed Surveyor: Print Signature: / / Surveyors Ref: 12611 Version: 4	Sheet 4 of 4 Sheets Council Delegate Signature Date: / /
	Signed by: Geoffrey Berry (Di Mase Berry & Co Pty Ltd) Surveyor's Plan Version (4) SPEAR Ref: S036150V 17/12/2013		

**Plan of Subdivision PS717929P
Concurrent Certification and Statement of
Compliance (Form 3)**



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S036150V
Plan Number: PS717929P
Responsible Authority Name: Whittlesea City Council
Responsible Authority Reference Number 1: 608305
Surveyor's Plan Version: 4

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Carolyn Leatham
Organisation: Whittlesea City Council
Date: 14/01/2014



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS717929P

The land in PS717929P is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 25.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
LEVEL 9 3 BOWEN CRESCENT MELBOURNE VIC 3004

AX561196B 04/01/2024

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:
OC020935D 04/02/2014

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
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/02/2025 07:44:30 AM

OWNERS CORPORATION 1

PLAN NO. PS717929P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Total	2500.00	2500.00

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.

Statement End.



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Document Type	Instrument
Document Identification	AH113884U
Number of Pages (excluding this cover sheet)	11
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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987



AH113884U

23/03/2010 \$102.90 173



Form 18

Lodged by:

Name: MADDOCKS
 Phone: 9288 0555
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
 Ref: TGM:5403317
 Customer Code: 1167E

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

Land: Volume 10089 Folio 675 and 676

Authority: Whittlesea City Council of Municipal Offices, 25 Ferres Boulevard, South Morang, Victoria

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

A copy of the Agreement is attached to this Application

Signature for the Authority:

David Turnbull

Name of officer:

DAVID TURNBULL

Position held:

CEO

Date:

10/3/10



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555

Date / /2010

AH113884U



Agreement under Section 173 of the Planning and Environment Act 1987

**Subject Land: Epping North East Local Structure Plan Area
30 Harvest Home Road, Epping**

Purpose: Fixing of land values

Whittlesea City Council

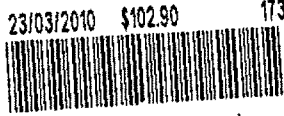
and

Stockland Development Pty Ltd ACN 000 064 835



Maddocks

AH113884U



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12. **Ending of agreement** 7



Maddocks

- 3.2 for the purpose of this Agreement, the Land Value of the Subject Land is fixed at the rate of \$500,000 per hectare on a pro rata basis; .
- 3.3 the Land Value will be adjusted upwards on 1 July each year after the execution of this Agreement by an amount determined by multiplying the Land Value by the CPI in the previous 12 month period;
- 3.4 unless an alternative time is agreed between the parties in writing, the Land Value is payable to the Owner within 28 days of the Infrastructure Land being either transferred to Council or any other road authority or vested in Council or any other road authority as evidenced by the registration of a Plan of Subdivision by the Registrar of Titles;
- 3.5 the provisions of this Agreement in relation to the Land Value are intended to fix the market value and replace any other measure or category of compensation payable to the Owner under the Land Acquisition and Compensation Act 1987, the Act or any other legislation or regulation;
- 3.6 no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition Compensation Act 1987; and
- 3.7 Council will use the Infrastructure Land for the purposes of the Infrastructure Project to which it relates.

Valuation of Land for purposes of calculating the Public Open Space Contribution

- 3.8 where the Owner is liable to pay a public open space contribution to Council under the Planning Scheme or any document incorporated into the Planning Scheme, the valuation of the land for the purposes of calculating the amount payable is to be fixed at the Land Value specified in clause 3.2 of this Agreement as adjusted by clause 3.3 of this Agreement.

4. Further obligations of the owner

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

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5. Further obligations of council

Council acknowledges and agrees that Council will pay the Owner's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement.

6. Agreement under section 173 of the act

Council and the Owner agree that 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 pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

7. Owner's warranties

Without limiting the operation or effect which this Agreement has, 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.

8. Successors in title

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

- 8.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.2 execute a deed agreeing to be bound by the terms of this Agreement.

9. General matters

9.1 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:

- 9.1.1 by delivering it personally to that party;
- 9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 9.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

AH113884U

23/03/2010 \$102.90 173





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11. Commencement of agreement

This Agreement commences on the execution of this Agreement by both parties.

12. Ending of agreement

- 12.1 This Agreement ends when the obligations of Council to pay the Owner in respect of any Infrastructure Land being part of the Subject Land have been fully and finally satisfied under this Agreement and any other Act or Regulation as evidenced by a letter signed by the Owner to that effect.
- 12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.
- 12.3 If prepared and sought by the Owner, Council will execute and hand back to the Owner an application under section 183(2) of the Act to cancel the recording of this Agreement as against any land which is subdivided so as to be finally used for the purpose of a dwelling provided the land is not Infrastructure Land.

AH113884U

23/03/2010 \$102.90 173





Maddocks

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL OF WHITTLESEA CITY COUNCIL was hereunto affixed in the presence of:

[Handwritten signature]

Chief Executive Officer

.....

Councillor

Executed by STOCKLAND DEVELOPMENT PTY LTD ACN 000 064 835 by its Attorney *BRAD GADWIN* under a Power of Attorney dated *28/1/09* in the presence of:

[Handwritten signature]

[Handwritten signature]

Witness

CHRIS WILKINS

Full name of Witness

~~Mortgagee's Consent~~

~~Bendigo Bank Ltd as Mortgagee of registered mortgage No. AF473700Q 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.~~

[Handwritten signature]

.....

AH113884U

23/03/2010 \$102.90 173





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AK043721M

23/11/2012 \$110.30 173


Form 18

Application by a responsible authority for the making of a recording of an Agreement

Section 181 Planning and Environment Act 1987

Lodged by:

Name: Stockland Development
Phone: 9095 5076
Address: Level 7, 452 Flinders Street, Melbourne
Reference: Stage 26 Eucalypt
Customer Code: 2944C

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

Volume 11390 Folio 950 Lm 29.11.12

Land: Lot A on Plan of Subdivision 646755Q and being part of the land more particularly described in Certificate of Title Volume 11348 Folio 053

Responsible Authority: Whittlesea City Council of Ferres Boulevard, South Morang, 3752

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

A copy of the agreement is attached to this application:

Date: *21/11/2012*

Signature for responsible authority: *Roger Susic*

Name of Officer: *ROGER SUSIC*

Office held: *MANAGER GROWTH AREA DEVELOPMENT ASSESSMENT*

CLAYTON UTZ



Agreement under Section 173 of the Planning and Environment Act 1987

Stockland Development Pty Ltd (ACN 71 000 064 835)
(Owner)

Whittlesea City Council
(Responsible Authority)

Stage 26 Eucalypt Ridge

Clayton Utz
Lawyers
Level 18 333 Collins Street Melbourne VIC 3000 Australia
DX 38451 333 Collins VIC
T +61 3 9286 6000 F +61 3 9629 8488

www.claytonutz.com

Our reference 210/14826/80127180

Legal\306671938.1

AK043721M

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AK043721M



14 November 2012
20017

This Agreement made on

Parties: **Stockland Development Pty Limited (ACN 000 064 835)** of Level 7, 452
Flinders Street Melbourne Vic 3000

("Owner")

Whittlesea City Council of Ferres Boulevard, South Morang 3752

("Responsible Authority")

Background

- A. The Owner is registered as proprietor of the Lots.
- B. The Responsible Authority is the responsible authority under the Scheme.
- C. The Responsible Authority has issued the Permit for development of the Lots and adjacent land in accordance with the Permit and as set out on the Plan of Subdivision.
- D. Condition 17 of the Permit requires the Owner to enter into this Agreement in respect of the future maintenance and repair of all fences abutting open space or tree reserves.
- E. The Owner and the Responsible Authority have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.
- F. The parties enter into this Agreement:
 - (a) to give effect to the requirements of the Permit; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Development Land.

Operative Provisions

1 Definitions

The following words have these meanings in this Agreement unless the contrary intention appears:

Act means the **Planning and Environment Act 1987** and includes any relevant regulations.

Agreement means this Agreement and includes any agreement executed by the parties expressed to be supplemental to this Agreement.

Lots mean Lot A on the Plan of Subdivision being part of the land more particularly described in Certificate of Title Volume 11348 Folio 053.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Lot or any part of the Lot.

Owner means the party registered or entitled to be registered under the Transfer of Land Act 1958 as the proprietor from time to time of any of the Lots or part of the Lots to which this Agreement applies and includes a mortgagee in possession.

Permit means planning permit no. 711401 issued under the Scheme.

AK043721M

Plan of Subdivision means plan of subdivision no. PS646755Q.

23/11/2012 \$110.30 173


Reserve means the reserved land abutting the boundaries of the Lots.

Scheme means the Whittlesea Planning Scheme.

2. Interpretation

In this Agreement, unless the context admits otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a gender includes a reference to each other gender;
- (c) a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- (d) if a party consists of more than one person, this Agreement binds them jointly and each of them severally;
- (e) a term used in this agreement 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;
- (f) A reference to an act, regulation or planning scheme includes any acts regulations or amendments amending, consolidating or replacing the act, regulation or planning scheme;
- (g) the Recitals to this Agreement are and will be deemed to form part of this Agreement.

3. Covenants

3.1 Erection and maintenance

The Owner covenants and agrees that the Owner:

- (a) will construct, at no cost to the Responsible Authority, all fences adjoining the Reserve, to the satisfaction of the Responsible Authority; and
- (b) must maintain and repair (excluding the removal of graffiti or similar maintenance) the fence abutting the Reserve to the satisfaction of the Responsible Authority and will not seek any contribution from the Responsible Authority towards such cost, except where the damage is caused to the fence by the Responsible Authority or its representatives while it is undertaking maintenance works to the Reserve.

AK043721M



3

4. Planning and Environment Act 1987

4.1 Section 173

The Responsible Authority and the Owner agree that 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 pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Lots may be used and developed pursuant to the Permit.

4.2 Section 181

- (a) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Lots.
- (b) The Owner further covenants and agrees that:
 - (i) the Owner will do all things necessary to give effect to this Agreement;
 - (ii) the Owner will consent to the Responsible Authority making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificates of Title of the Lots in accordance with Section 181 of the Act and do all things necessary to enable the Responsible Authority to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

5. Notices

- (a) A notice, approval, certificate, consent or other communication in connection with this Agreement must be in writing and:
 - (i) left at the address of the addressee; or
 - (ii) sent by prepaid ordinary post to the addressee's address or if the addressee notifies another address to that address; or
 - (iii) by facsimile to the facsimile number nominated for that purpose by the party.
- (b) Unless a later time is specified in the communication, a communication takes effect from the time it is received.
- (c) A communication is taken to be received on the third day after posting, if it is by post, or the time and date indicated in the transmission report, if it is by facsimile.

6. Costs

The Owner further covenants and agrees that the Owner will immediately pay to the Responsible Authority, the Responsible Authority's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which are and until paid will remain a debt due to the Responsible Authority by the Owner.



7. General

7.1 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

7.2 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative. The parties shall use their best endeavours to renegotiate the severed provisions, where possible.

7.3 Governing Law

- (a) This Agreement is governed by the law of Victoria.
- (b) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

7.4 Owners warranties

Without limiting the operation or effect which this Agreement has, 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 Lot which may be affected by this Agreement.

7.5 Successors in title

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

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

7.6 No Waiver

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

7.7 No fettering of the Responsible Authorities Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Lot or relating to any use or development of the Lot.

5

7.8 Commencement of agreement

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



6

EXECUTED as a deed.

AK043721M



Executed on behalf of **STOCKLAND DEVELOPMENT PTY LTD (ACN 71 000 064 835)** by

under Power of Attorney registration dated _____ who declares that he has no notice of revocation of the said Power of Attorney in the presence of:

Signature

Signature of Witness

Name of Witness in full

The Common Seal of **WHITTLESEA CITY COUNCIL** was hereunto affixed on the day of 14/11/2012 with the authority of Council



Roger Susic
Councillor - COUNCIL DELEGATE

ROGER SUSIC
Name (print)

Chief Executive

Name (print)

Executed for and on behalf of Stockland Development Pty Ltd by its attorney MICHAEL COLVIN DAVIS under the power of attorney dated 11th May 2011 A certified copy of which is filed in the Permanent Order book No. 277 Page 030 Item 28.

WITNESS: MADE ARKEMAN
SIGNATURE: [Signature]

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1115307

APPLICANT'S NAME & ADDRESS

IAN MCCUBBIN & ASSOCIATES, CARE OF LANDCHECKER C/
- LANDATA
DOCKLANDS

VENDOR

WIRAWAN, JAI

PURCHASER

FOR SALE PURPOSES

REFERENCE

WIRAWAN

This certificate is issued for:

LOT 16 PLAN PS717929 ALSO KNOWN AS 9/62 ANZAC DRIVE WOLLERT
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 GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 21
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 2

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/>

28 February 2025

Sonya Kilkenny
Minister for Planning

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.

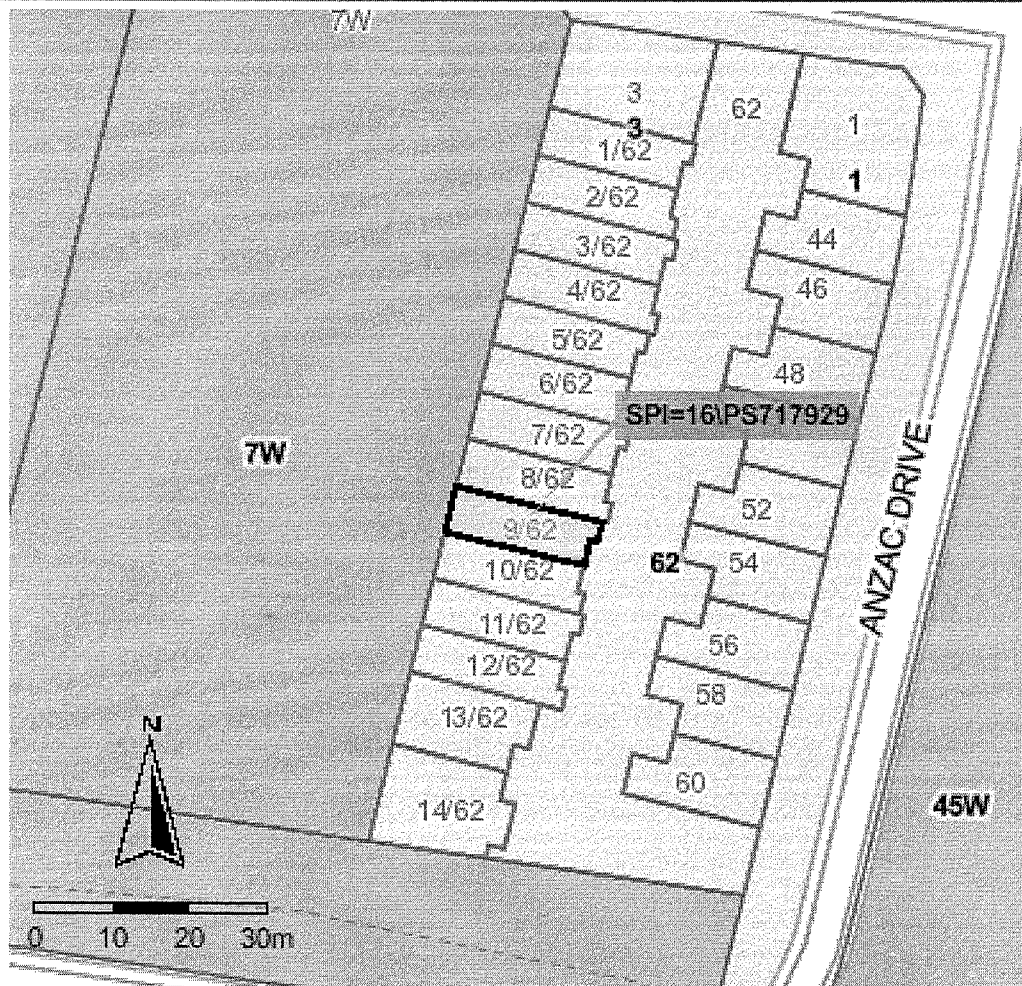
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.

Date of issue 03/03/2025	Assessment No. 883223	Certificate No. 169542	Your reference 76006573-019-8
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Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 9/62 Anzac Drive WOLLERT 3750
Description: LOT: 16 PS: 717929P
AVPCC: 120.2 Single Strata Unit

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$410,000	\$90,000	\$20,500

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (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 01/07/2024	\$960.13
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$35.67
Waste Landfill Levy General levied on 01/07/2024	\$16.65
Arrears to 30/06/2024	\$0.00
Interest to 03/03/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,144.45
Balance of rates & charges due:	\$0.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$0.00
--	---------------

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

Council Offices

25 Ferris 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:

Full private waste management service



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 883223



Phone 1300 301 185
Ref 883223



Bill Code 5157
Ref 883223



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

28th February 2025

Ian McCubbin & Associates, care of Landchecker C/-
LANDATA

Dear Ian McCubbin & Associates, care of Landchecker C/-,

RE: Application for Water Information Statement

Property Address:	9/62 ANZAC DRIVE WOLLERT 3750
Applicant	Ian McCubbin & Associates, care of Landchecker C/- LANDATA
Information Statement	30921867
Conveyancing Account Number	7959580000
Your Reference	WIRAWAN

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
ABN 93 068 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	9/62 ANZAC DRIVE WOLLERT 3750
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

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.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	9/62 ANZAC DRIVE WOLLERT 3750
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

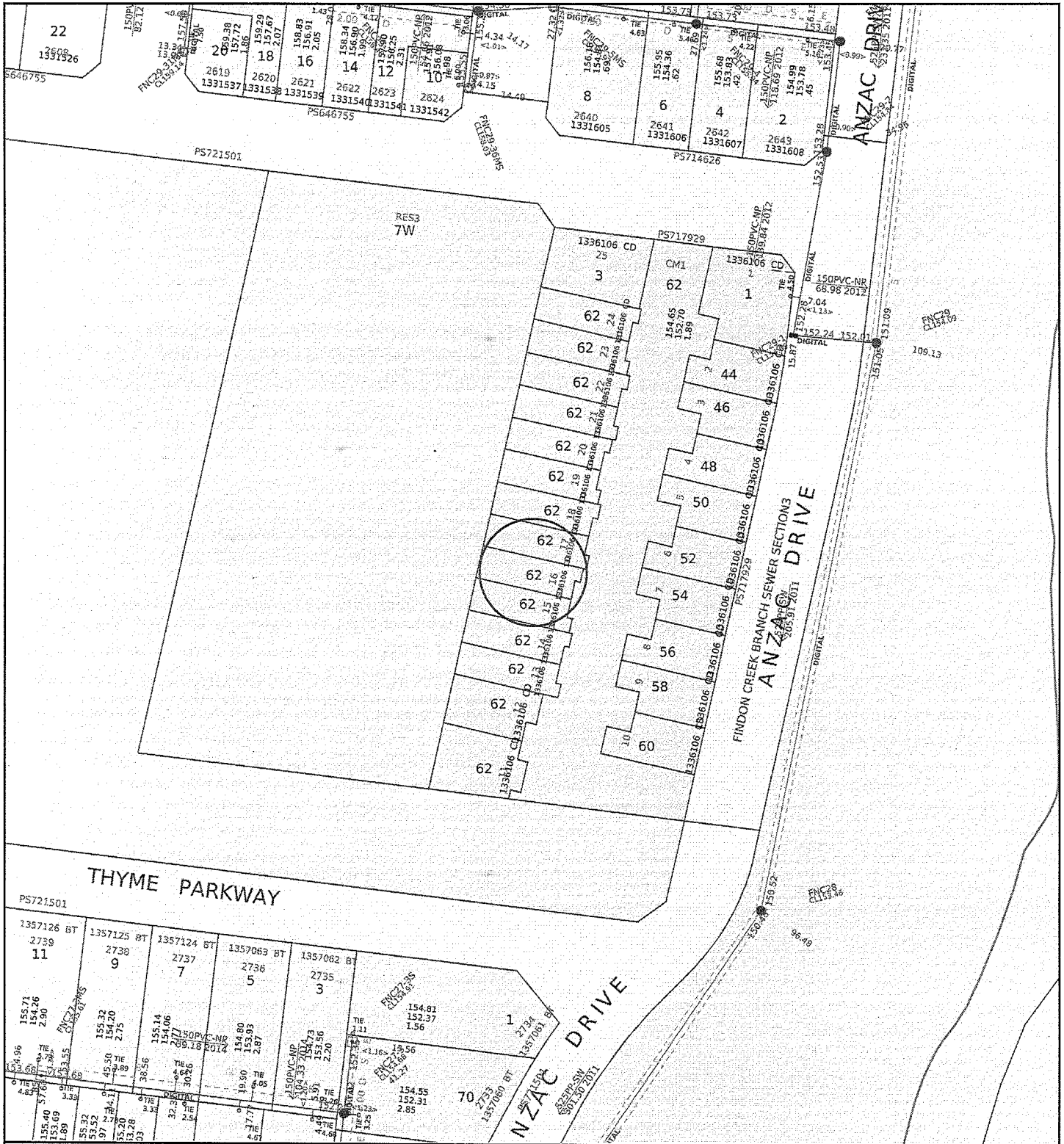
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

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

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

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



**Yarra Valley Water
Information Statement
Number: 30921867**

Address	9/62 ANZAC DRIVE WOLLERT 3750
Date	28/02/2025
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;



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Ian McCubbin & Associates, care of Landchecker C/
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9311228724
Rate Certificate No: 30921867

Date of Issue: 28/02/2025
Your Ref: WIRAWAN

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 9/62 ANZAC DR, WOLLERT VIC 3750	16\PS717929	5082434	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Water and Sewer Usage Charge <i>Step 1 – 15.000000kL x \$3.43420000 = \$51.51</i> Estimated Average Daily Usage \$0.55	12-11-2024 to 14-02-2025	\$51.51	\$51.51
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 3.000000kL x \$1.92590000 = \$5.78</i>	12-11-2024 to 14-02-2025	\$5.78	\$5.78
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
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		\$246.20

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. 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.
3. 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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

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

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

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

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

Recycled water is available at this property

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

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: 5082434

Address: UNIT 9/62 ANZAC DR, WOLLERT VIC 3750

Water Information Statement Number: 30921867

HOW TO PAY



Billor Code: 314567
Ref: 93112287240

Amount
Paid

Date
Paid

Receipt
Number

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No: Owners Corporation on Plan No. 717929P
Property Address: Lot 16 at 1A Anzac Drive, WOLLERT VIC 3750
Current Owner: Jaya Daniel Wirawan
Postal Address: 9/62 Anzac Drive WOLLERT VIC 3750
Applicant for the certificate is InfoTrack on behalf of First Class Legal
Applicant Reference: 25/01128
Date of Issue: The information in this certificate is issued on 06th March 2025

IMPORTANT: Pursuant to Section 150 of the Owners Corporation Act 2006, the owners corporations register may be inspected for additional information upon application from the current owner, mortgagee, purchaser or the representative of the Lot Owner.

- This certificate remains valid for the date of issue **only**.
- All content contained within this certificate is subject to change without notice
- All information contained within this certificate is provided to the best of our knowledge at the time of issue
- All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to certificate@turnbullcook.com.au
- A new certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.
- Please contact Turnbull Cook and request a Settlement Statement at certificate@turnbullcook.com.au prior to settlement adjustments to ensure that all liabilities are captured and current.

SETTLEMENT PAYMENT DETAILS

BPAY PAYMENT DETAILS

Bill Code: 96503

DEFT Reference Number: **203665682 216053**

- (a) The current annual fees for the lot total **\$1,500.00** and is payable in **six-monthly** instalments (Administration Fund: **\$1,500.00** & Maintenance Fund: **\$0.00**).

These figures are set in accordance with the budget approved at each Annual General Meeting and are subject to change following review of the budget at each Annual General Meeting. An adjustment levy may be incurred for any fees already issued within the budget year where the Annual General Meeting has not yet been held.

- (b) The date up to which the fees for the lot have been paid is **24 Aug 2025**.

- (c) The total of any unpaid fees or charges for the lot is:

Administrative Fund		Maintenance Fund	
Amount owing	\$0.00	Amount owing	\$0.00
Interest owing	\$0.00	Interest owing	\$0.00
Total amount owing	\$0.00	Total amount owing	\$0.00

As the values specified are subject to change, you are required to contact Turnbull Cook to request a Final Settlement Statement to confirm the status of liabilities prior to settlement.

Other Owner Invoices:

- A \$80.00 fee is applicable for administration and compliance upon confirmation of settlement payable by the purchaser.

- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **None**
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?: Nil at this time. Please refer to the most recent AGM minutes as attached for further information.
- (f) The owners corporation has the following insurance cover:

Policy No.	LNG-STR-20174532 Longitude Insurance Pty Ltd		
Type:	Strata	Broker: COVERFORCE Level 2, 476 St Kilda Road, Melbourne VIC 3004	
Premium:	\$14,102.30	Paid on:	16/07/2024 Policy start date: 22/07/2024 Next due: 22/07/2025
Cover	<i>Sum insured</i>	<i>Excess</i>	
.Building & Contents - All Claims	\$11,037,000.00	\$2,000.00	
.Temp Accommodation & Loss of Rent	\$1,655,550.00	\$2,000.00	
.Catastrophe - All claims	insured	\$2,000.00	
.Floating Floorboards	Included	\$2,000.00	
.Flood	Included	\$2,000.00	
.Public/Legal Liability	\$50,000,000.00	\$2,000.00	
.Fidelity Guarantee	\$100,000.00	\$2,000.00	
.Office Bearer's	\$1,000,000.00	\$2,000.00	
.Voluntary Workers	Insured	\$0.00	
.Government Audit Costs	\$30,000.00	\$500.00	
.Legal Defence Expenses	\$50,000.00	\$1,000.00	
.Workplace Health & Safety Breaches	\$150,000.00	\$500.00	
.Lot Owner's Fixtures & Improvements	\$300,000.00	\$2,000.00	
.Common Area Contents	\$110,370.00	\$2,000.00	

The Owners Corporation has resolved that insurance excess costs will be reviewed on a claim by claim basis and may be on charged to a Lot Owner, subject to the cause of the claim.

- (g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act?: Not at this time.
- (h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.
- (i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?: None at this time to our knowledge.

- (j) Are there any current contracts, leases, licences or agreements affecting the common property?:

Contracts & Service Agreements

- Turnbull Cook – Owners Corporation Management Services

Leases & Licences

- None to our knowledge at this time.

Other Agreements

- None to our knowledge at this time.

- (k) Are there any current agreements to provide services to lot owners, occupiers or the public? : None to our knowledge at this time.
- (l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? There are no notices or orders as at 06th March 2025.
- (m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?: None to our knowledge at this time.
- (n) Has the owners corporation appointed, or resolved to appoint, a manager?: The Manager is:

Turnbull Cook Strata Management Pty Ltd
Level 6, 3 Bowen Crescent Melbourne VIC 3004
Phone: (03) 8697 0600 Email: info@turnbullcook.com.au

- (o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.
- (p) Any other information:
- None to our knowledge at this time
- (q) Documents required to be attached to the owners corporation certificate are:
- A copy of the latest financial statements
 - A copy of the minutes of the last annual general meeting of the owners corporation
 - A copy of the Model Rules/Consolidated Rules registered at Land Victoria
 - A copy of the insurance Certificate of Currency
 - A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled “*Statement of Advice and Information for Prospective Purchasers and Lot Owners*”

PLEASE NOTE:

Section 134 (Address of new owners) of the Owners Corporations Act 2006 specifies that:

The Vendor and purchaser must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

Section 135 (1) of the Owners Corporations Act 2006 specifies that:

A lot owner who does not occupy the lot or who will be absent from the lot for more than three months must advise the owners corporation of the lot owner’s mailing address in Australia for service of notices and any changes to it as soon as possible.

Failure to comply with the above requirements may result in fee notices and Owners Corporation communications being issued to incorrect postal details, potentially resulting in penalty charges for the late payment of fees, non-receipt of important correspondence and meeting notices.

Purchasers are urged to contact Turnbull Cook within the first 3 business days following settlement.

This owners corporation certificate was prepared by:

Date: **06th March 2025**

The Common Seal of Owners Corporation Plan No 717929P 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 Corporation Act 2006.

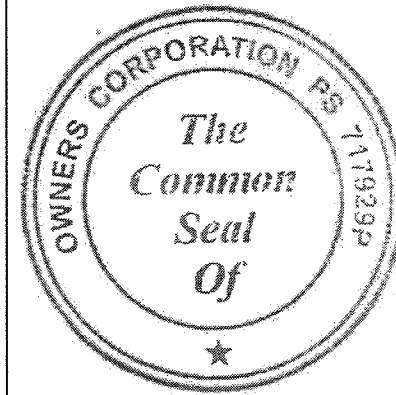
Signed on behalf the Owners Corporation on Plan No 717929P by:



Registered Manager Signature

Melanie Rivett

Turnbull Cook Strata Management Pty Ltd
Level 6, 3 Bowen Crescent Melbourne VIC 3004
Phone: (03) 8697 0600



In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation, further information can be obtained by an inspection of the Owners Corporation Register.

- All content contained within this certificate is subject to change without notice.
- This certificate remains valid for not more than 30 days.
- All information contained within this certificate is to the best of our knowledge at the time of issue.

A new Certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.

Please contact Turnbull Cook and request a Settlement Statement at certificate@turnbullcook.com.au prior to settlement adjustments to ensure that all liabilities are captured and current.

If any aspect of this certificate content is not clear, please contact Turnbull Cook for clarification. All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to certificate@turnbullcook.com.au



Turnbull Cook
 ABN 79 092 465 987
 Level 6, 3 Bowen Crescent, Melbourne VIC 3004
 PO Box 6076, St Kilda Road, Central VIC 3008
 03 8697 0600
 info@turnbullcook.com.au

Owner Ledger

Start Date: 01/03/2023
 End Date: 31/03/2027
 Owners: One only

The Owners of OC--PS717929P

1A Anzac Drive, WOLLERT VIC 3750

Lot 16 Unit 9 Jaya Wirawan

UE / AE: 100.00 / 2,500.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Maintenance Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00								
1	14/04/2023	Once-off	Opening balance arrears	448.00	448.00	0.00	0.00	0.00	0.00%	Standard	Normal	None
2	01/08/2023	Six-monthly	O/C Contributions 01/08/23 to 31/01/24	797.25	797.25	0.00	0.00	80.16	0.00%	Standard	Normal	None
3	17/10/2023	Once-off	Lot 16: Debt recovery Stage 1	20.00	20.00	0.00	0.00	0.00	0.00%	Owner Invoice	Normal	None
4	01/01/2024	Once-off	Special Levy: Landscape Works	540.00	540.00	0.00	0.00	33.92	0.00%	Special	Normal	None
5	16/01/2024	Once-off	Lot 16: Debt recovery Stage 1	20.00	20.00	0.00	0.00	0.00	0.00%	Owner Invoice	Normal	None
6	01/02/2024	Six-monthly	O/C Contributions 01/02/24 to 31/07/24	678.65	678.65	0.00	0.00	42.54	0.00%	Standard	Normal	None
7	01/02/2024	Once-off	Lot 16: Debt recovery Stage 2	75.00	75.00	0.00	0.00	0.00	0.00%	Owner Invoice	Normal	None
8	17/04/2024	Once-off	Lot 16: Prepare VCAT Application	120.00	120.00	0.00	0.00	0.00	0.00%	Owner Invoice	Normal	None
9	17/04/2024	Once-off	Cancelled: Lot 16: Debt recovery Stage 1	20.00	0.00	0.00	0.00	0.00	0.00%	Owner Invoice	Cancelled	None
10	02/07/2024	Once-off	Lot 16: Professional Fees	1,330.00	1,330.00	0.00	0.00	0.00	0.00%	Owner Invoice	Normal	None
11	01/08/2024	Six-monthly	O/C Contributions 01/08/24 to 31/01/25	678.65	678.65	0.00	0.00	14.55	0.00%	Standard	Normal	None
12	01/01/2025	Six-monthly	Bdgt Increase Levy for 01/02/24 to 31/01/25	142.70	142.70	0.00	0.00	0.00	0.00%	Standard	Normal	None
13	01/02/2025	Six-monthly	Cancelled: O/C Contributions 01/02/25 to 31/07/25	750.00	0.00	0.00	0.00	0.00	0.00%	Standard	Cancelled	None
14	25/02/2025	Six-monthly	O/C Contributions 01/02/25 to 31/07/25	750.00	750.00	0.00	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00 Levy arrears & owner invoices due \$0.00 Interest on levy arrears \$0.00

The Owners of OC--PS717929P

1A Anzac Drive, WOLLERT VIC 3750

Lot 16 Unit 9

Jaya Wirawan

UE / AE: 100.00 / 2,500.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Maintenance Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid	Interest			
12/06/2023	2	Receipt	Banked		448.00	0.00	0.00	0.00	0.00	0.00	448.00		1
17/06/2024	95	Receipt	Banked		50.00	0.00	0.00	0.00	0.00	0.00	50.00		3, 5, 7
24/06/2024	96	Receipt	Banked		50.00	0.00	0.00	0.00	0.00	0.00	50.00		7
01/07/2024	98	Receipt	Banked		100.00	0.00	0.00	0.00	0.00	0.00	100.00		7, 8
11/07/2024	104	Receipt	Banked		100.00	0.00	0.00	0.00	0.00	0.00	100.00		8, 10
25/07/2024	109	Receipt	Banked		100.00	0.00	0.00	0.00	0.00	0.00	100.00		10
01/08/2024	115	Receipt	Banked		1,863.36	145.29	0.00	0.00	0.00	0.00	2,008.65		2, 6, 4, 10
09/08/2024	119	Receipt	Banked		297.10	2.90	0.00	0.00	0.00	0.00	300.00		2, 6, 4
20/08/2024	122	Receipt	Banked		296.93	3.07	0.00	0.00	0.00	0.00	300.00		6, 4
05/09/2024	127	Receipt	Banked		290.32	9.68	0.00	0.00	0.00	0.00	300.00		6, 4, 11
19/09/2024	129	Receipt	Banked		295.74	4.26	0.00	0.00	0.00	0.00	300.00		6, 11
03/10/2024	134	Receipt	Banked		296.87	3.13	0.00	0.00	0.00	0.00	300.00		6, 11
17/10/2024	137	Receipt	Banked		298.00	2.00	0.00	0.00	0.00	0.00	300.00		11
31/10/2024	141	Receipt	Banked		221.23	0.84	0.00	0.00	77.93	0.00	300.00		11
12/11/2024		Unalloc money allocation		Levy Posting	77.93	0.00	0.00	0.00	(77.93)	0.00	0.00		12
14/11/2024	143	Receipt	Banked		300.00	0.00	0.00	0.00	0.00	0.00	300.00		12, 13
28/01/2025		Invoice cancellation		Cancel Levy Posting	(235.23)	0.00	0.00	0.00	235.23	0.00	0.00		13
28/01/2025		Unalloc money allocation		Levy Posting	235.23	0.00	0.00	0.00	(235.23)	0.00	0.00		14
27/02/2025	187	Receipt	Banked		514.77	0.00	0.00	0.00	0.00	0.00	514.77		14

Balance Sheet

As at 06/03/2025

The Owners of OC--PS717929P

1A Anzac Drive, WOLLERT VIC 3750

Current period

Owners' funds

Operating Surplus/Deficit--Admin	16,203.31
Owners Equity--Admin	28,545.87
	44,749.18
Operating Surplus/Deficit--Sinking	0.00
	0.00
Net owners' funds	\$44,749.18

Represented by:

Assets

Cash at Bank	31,465.42
Receivable--Levies	13,021.41
Receivable--Levies (Special)	271.34
Receivable--Owners	851.48
Total assets	45,609.65

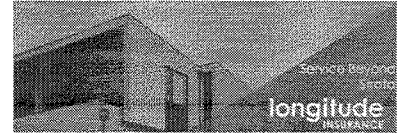
Less liabilities

Prepaid Levies--Unallocated	0.90
Suspense--Admin	500.00
Total liabilities	500.90

Net assets

\$45,108.75

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.



Issue date: 24 February 2025

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	Owners Corporation 717929P	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	62 ANZAC DRIVE, WOLLERT, VIC 3750	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$11,037,000.00 Common Contents - \$110,370.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$1,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$50,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20174532	
PERIOD OF INSURANCE:	17 February 2025 expiring on 22 July 2025 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

MINUTES OF THE ANNUAL GENERAL MEETING

OWNERS CORPORATION: 717929P

Annual General Meeting of the Owners Corporation for 1A Anzac Drive, WOLLERT VIC 3750

HELD ON: Tuesday, 24 September 2024

COMMENCING AT: 11:00 AM

LOCATION: Virtual Meeting Via Teams

IN ATTENDANCE

Lot #	Unit #	Attendance	Owner Name Representative
25	3	Yes	Byrne, Kirsti
11	14	Yes	Karen Conlon
14	11	Yes	Derzotis, Garyfalia
1	1	Yes	Warda Waqar & Ali Khan Waqar
7	54	Yes	Winberg, Leif

Avinash Trilochun representing Turnbull Cook Strata Management Pty Ltd.

1 Quorum

There was no quorum for the meeting as 50% of the total lots or the total lot entitlement were **not** present in person or by proxy.

Therefore, the resolutions in these minutes are interim resolutions. These interim resolutions represent notice of those decisions. Unless a special general meeting is called within 28 days from the date of the meeting, these decisions will become resolutions of the owners corporation.

Interim resolutions do not apply to unanimous resolutions or special resolutions, when less than 50% of the total lots were not present in person or by proxy.

2 Chairperson of Meeting

It was resolved that Avinash Trilochun from Turnbull Cook be appointed to conduct and chair the proceedings at this meeting.

3 Confirm Minutes of Last Annual General Meeting

It was resolved that the minutes of the previous Annual General Meeting of the Owners Corporation held on **21/03/2023** were an accurate record of the proceeding at that meeting.

4 Financial Statements

It was resolved that the financial statements for the period ended **31/01/2024** as distributed be tabled and adopted.

5 Committee Report

The committee did not present a report to the Owners Corporation however Kirsti Byrne furnished a verbal report to the members present at the meeting.

6 Election of Owners Corporation Committee

It was resolved that the following members of the Owners Corporation or proxies for members are elected as members of the new committee:

- Karen Woolfe (Lot 3) - Chairperson
- Leif Winberg (Lot 7)
- Kirsti Byrne (Lot 25)

It was resolved that the Owners Corporation delegates, to the Committee of the Owners Corporation, all the powers and functions in accordance with the Act.

7 Valuation

It was resolved to obtain an independent valuation insurance report.

It was resolved that in the event the valuation report determines an increase/decrease in the building sum insured, the current policy be endorsed to reflect the recommended building sum insured.

8 Insurance

It was **noted** that the Owners Corporation existing insurance cover is:

Policy No.LNG-STR-20174532
 Longitude Insurance Pty Ltd
 Type : Strata
 Broker : COVERFORCE
 Premium : \$14,102.30 Paid on : 16/07/2024 Start : 22/07/2024 Next due : 22/07/2025

Cover	Sum Insured	Excess
Building & Contents - All Claims	\$8,831,162.00	\$2,000.00
Common Area Contents - All Claims	\$88,312.00	\$2,000.00
Flood	Included	\$2,000.00
Lot Owner's Fixtures & Improvements	\$300,000.00	\$2,000.00
Temp Accommodation & Loss of Rent	\$1,324,674.00	\$2,000.00
Floating Floorboards	Included	\$2,000.00
Catastrophe - All claims	insured	\$2,000.00
Voluntary Workers	Insured	\$0.00
Office Bearer's	\$1,000,000.00	\$2,000.00
Fidelity Guarantee	\$100,000.00	\$2,000.00
Public/Legal Liability	\$50,000,000.00	\$2,000.00
Government Audit Costs	\$30,000.00	\$500.00
Workplace Health & Safety Breaches	\$150,000.00	\$500.00
Legal Defence Expenses	\$50,000.00	\$1,000.00

It was resolved that the Owners Corporation manager obtain quotations for insurance cover prior to the renewal date and submit these to the Chairperson for approval. **It was resolved** that if a response is not received from the Chairperson prior to the renewal date, that the manager is authorised to place insurance with the broker's recommendation.

Please note that the Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. Owners should consult the policy PDS for full coverage details. To receive a copy of the PDS please contact your Owners Corporation Manager.
Owners are strongly advised to obtain contents insurance including public liability for their lot. Where a lot is not occupied by the owner, the tenant or occupier should be advised to take out insurance for their goods, chattels and any liability arising from the use of the lot.

9 Insurance Excess

It was resolved that if an excess is applied to any claim made on an insurance policy held by the Owners Corporation the excess will be payable by the party causing the damage and for the avoidance of doubt the following will apply:

. Where damage is caused by an event or action on common property and rectification to common property and/or a lot or lots is required because of that action the Owners Corporation will meet the excess; or

• Where damage is caused by an event or action from within a lot and rectification is required to common property and/or a lot or lots the owners corporation will apply the benefit principle pursuant as set out section 24 of the Owners Corporations Act 2006 and require that the lot causing the damage meets that amount and that Owners Corporation may require that the excess is paid either to the Owners Corporation or the Contractor undertaking the works prior to commencement.

10 **Expenditure Authority**

It was resolved that the Owners Corporation delegates the manager authority to undertake necessary works to common property up to the value of **\$1,000** without the authority of the Owners Corporation.

11 **Other Business**

It was resolved that there was no other business.

The following was **noted** in relation to cyclical maintenance:

- Garden Maintenance
- Gutter Cleaning (yearly)

12 **Budget**

The proposed annual budget was amended and it was then **resolved** that the annual budget for the period ending **31/01/2025** be adopted as below:

- **Administration: \$37,500.00**
- **Maintenance: \$0.00**

13 **Annual Owners Corporation Fees**

It was resolved that fees are to be paid in advance in Six-monthly instalments.

It was resolved that as the collection of fees for the year has already commenced, the budget increase will be levied as a **once off adjustment notice due and payable with the next levy instalment.**

It was **noted** that the fees are based on lot liability, as per the registered plan of subdivision, in accordance with the Owners Corporation Act Section 23 (1).

14 **Recovery of Owners Corporation Fees**

It was resolved that Turnbull Cook may pursue outstanding fees payable to the Owners Corporation by engaging a debt collection professional and that any costs incurred by the Owners Corporation resulting from a lot owner owing fees will be borne by the lot owner.

It was resolved that the Owners Corporation charge interest 28 days after the due date, at the maximum rate of interest in accordance with the Penalty Interest Rates Act 1983.

It was resolved that Turnbull Cook may pursue legal action in a court of competent jurisdiction, against a registered and equitable owner to recover unpaid fees, levies, interest, administration fees, legal fees and breaches of the Owners Corporation Act 2006.

Those fees are to be on-charged to the lot in arrears and are listed below:

- Overdue Levy Reminder Notice - Debt Recovery Stage 1 - \$20
- Initial Final Fee Notice - Debt Recovery Stage 2 - \$75
- Notice of VCAT application issued to lot owner - Debt Recovery Stage 3 - \$120

NOTE: Section 135 of the Owners Corporation Act 2006 stipulates that a Lot Owner who does not occupy the lot or will be absent from the Lot for more than 3 months must advise the Owners Corporation of the lot owner's mailing address for service of notices and any changes to it immediately.

15 **Acknowledge Manager's Report**

The manager tabled a report to the members of the Owners Corporation as per section 126 & 159 of the Owners Corporation Act 2006.

16 Common Seal

It was resolved to destroy and dispose of the common seal of the Owners Corporation as per Section 18A of the Owners Corporation Act.

It was further resolved that the common seal of the Owners Corporation will no longer be affixed to any official documents, contracts, or agreements of the Owners Corporation.

17 Contractors

The manager advised the meeting:

- it maintained a register of contractors who have provided details of their licensing and public liability insurance and the Manager only engages such contractors on behalf of the Owners Corporation;
- if the owners Corporation wish to engage a contractor who does not have appropriate licensing or public liability it may be exposed to claim arising from the actions of the contractor.

It was resolved that if the Owners Corporation appoints a contractor who is not on the panel of contractors maintained by the Manager and a claim arises from the works undertaken by the contractor including any arising from omission or faulty workmanship, the Owners Corporation will not make any claim upon the Manager and further will indemnify the Manager should any claim be made by a third party arising from or in connection with that work or the conduct of the contractor.

18 Set date for next meeting

It was resolved that the next annual general meeting be tentatively scheduled for **Tuesday 25th March 2025**.

The manager will liaise with the committee prior issuing the notice of Annual General Meeting to all owners with at least 14 days prior notice.

19 Close of Meeting

It was resolved that the meeting closed at **12:17 PM**.

Proposed Budget to apply from 01/02/2024

The Owners of OC--PS717929P

1A Anzac Drive, WOLLERT VIC 3750

Administrative Fund

Proposed budget

Revenue

143000	Levies Due--Admin	37,500.00
	<i>Total revenue</i>	37,500.00

Less expenses

159100	Insurance--Premiums	20,500.00
167800	Maint Bldg--Gutters & Downpipes	2,000.00
178400	Maint Grounds--Lawns & Gardening	3,500.00
154000	Management Fees	6,000.00
154107	Management Fixed Charges	1,250.00
154103	Management Services - Professional Fees	500.00
153809	Trade Compliance/Archive/Key Charges	200.00
	<i>Total expenses</i>	33,950.00

Surplus/Deficit

	3,550.00
Opening balance	28,545.87

Closing balance

	\$32,095.87
--	-------------

Total units of entitlement	2500
Levy contribution per unit entitlement	\$15.00

Schedule 2—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.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

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

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

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

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Owners Corporation

Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

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.

Request for Copy of Certificate OR Company Disclosure Statement

Owners Corporations Act 2006 Section 151, Owners Corporations Regulations 2007 and Owners Corporation Rules OC 22 (12/07)

Plan Number of Owners Corporation OR Company Name of Company Share or Stratum Property: PS 717929P Date of Application: 28-02-2025

Applicant (Your Details)
Name(s): IAN MCCUBBIN + ASSOCIATES

Address: 40 CHUTE STREET DIAMOND CREEK 3089

Postal Address (if different from above):

Telephone number: 03 94 38 2855 Email Address: cert@mcubbin.com.au

Fax number: — Your Reference Number (if Applicable): 0422512

I am/we are a: (tick applicable box)
 A Lot Owner of lot number(s):
 An authorised person (proxy holder) of a Lot Owner to act on their behalf:
 Other (please specify): SOLICITOR

Address certificate or disclosure statement is to be issued for:
I/We request a copy of the Owners Corporation Certificate/Company Disclosure Statement for the lot:
Lot number(s): 16 Name on Title (if different to above): JAYA DANIEL WIRAWAN

Lot address (if different from above): UNIT 9 62 ANZAC DRIVE WOLLERT 3750

How to lodge and pay: The fees for a copy of the documents are as follows:

TYPE	PRIORITY	TIMEFRAME	COST			CONDITIONS OF PURCHASE
			SINGLE	EVERY ADDITIONAL	OR	
OC CERTIFICATE	Standard	10 business days	\$173.16	<input type="checkbox"/>	\$95.20	Standard* (see payment conditions below below).
	Urgent	5 business days	\$259.74	<input checked="" type="checkbox"/>	\$142.81	Subject to availability - Contact office directly prior to request
	Priority	2 business days	\$311.66	<input type="checkbox"/>	\$171.37	Strictly subject to availability. Phone confirmation must be given prior to request.
COMPANY DISCLOSURE STATEMENT	Standard	10 business days	\$275.00	<input type="checkbox"/>	N/A	Standard* (see payment conditions below below).
	Urgent	5 business days	\$485.00	<input type="checkbox"/>	N/A	Subject to availability - Contact office directly prior to request
	Priority	2 business days	\$565.00	<input type="checkbox"/>	N/A	Strictly subject to availability. Phone confirmation must be given prior to request.

NB: All prices are GST inclusive. All prices are correct as at 01.07.2024. Additional Certificates must be purchased in same transaction for discount.

<p>Turnbull Cook Body Corporate Management Pty Ltd BSB: 183 334 Account Number: 3037 68766 Reference: Please quote 151 followed by your OC Number along with your Lot number as your reference eg. 151.0001A1</p>	<p>IMPORTANT INFORMATION FOR SETTLEMENT: Please utilise the bank details provided within your Owners Corporation Certificate for payment of funds at settlement. Do not make payment to the account you may have used to order your certificate. Funds that are sent to an incorrect account may not be able to be identified leading to delays with settlement funds being allocated to the lot.</p>
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Lodge this form by:

In Person: Level 6, 3 Bowen Street, Melbourne VIC 3004
Post: PO Box 6076, St. Kilda Road Central VIC 8008
Email: certificate@turnbullcook.com.au

When lodging request via Fax or Email, proof of payment must be provided with request and office must be in receipt of payment prior to issue of Certificate.

What happens then? Your certificate or disclosure statement will then be issued within your purchased timeframe from the date of receiving your full application and proof of payment, pending receipt of payment by office. All certificates are issued via email unless otherwise requested.
Applications received to the office after midday or on a non-business day, will receive a lodgment date of the following business day.

Payment submitted



Paid \$173.16 to turnbull cook body corporate ma 183-334 3037 68766

Receipt no N222857440967

From office
063-594 1011 7384

Description 151 ps717929P 16

Reference WIRAWAN

On Fri 28 Feb 2025 at 09:27 AM (Syd/Melb)

Pay faster. Set a default account to pay from and we'll automatically choose it when you make payments.

[Set default account](#)



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From www.planning.vic.gov.au at 05 March 2025 09:17 AM

PROPERTY DETAILS

Address: **9/62 ANZAC DRIVE WOLLERT 3750**
Lot and Plan Number: **Lot 16 PS717929**
Standard Parcel Identifier (SPI): **16\PS717929**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **883223**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 182 E3**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **MILL PARK**

OTHER

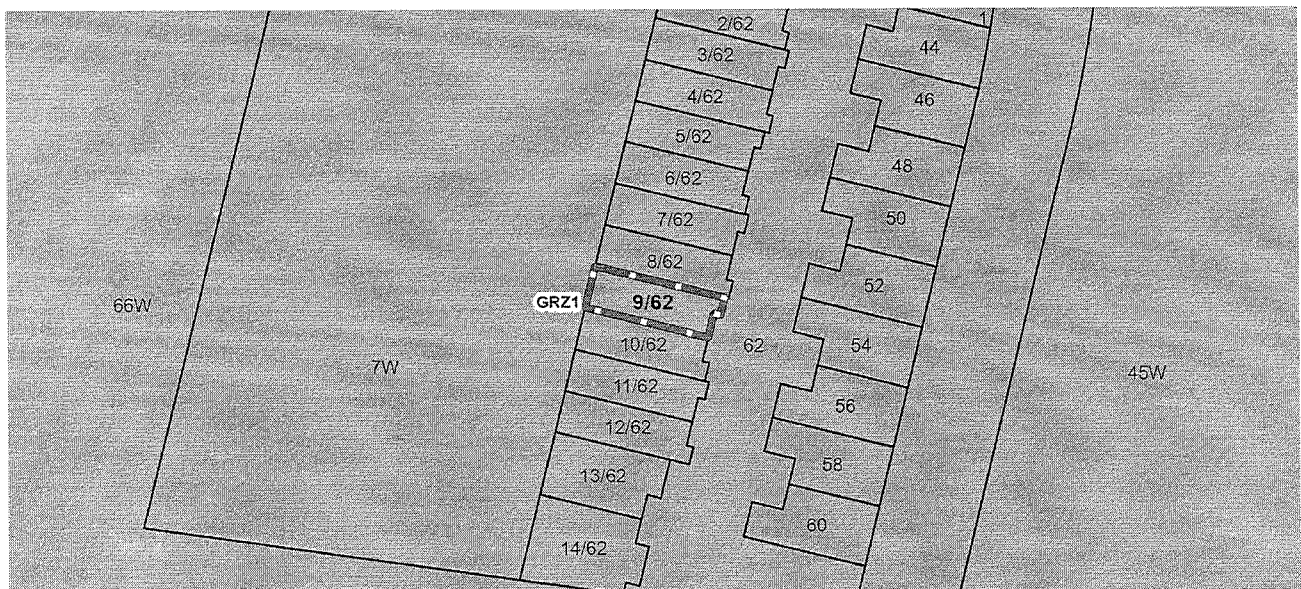
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

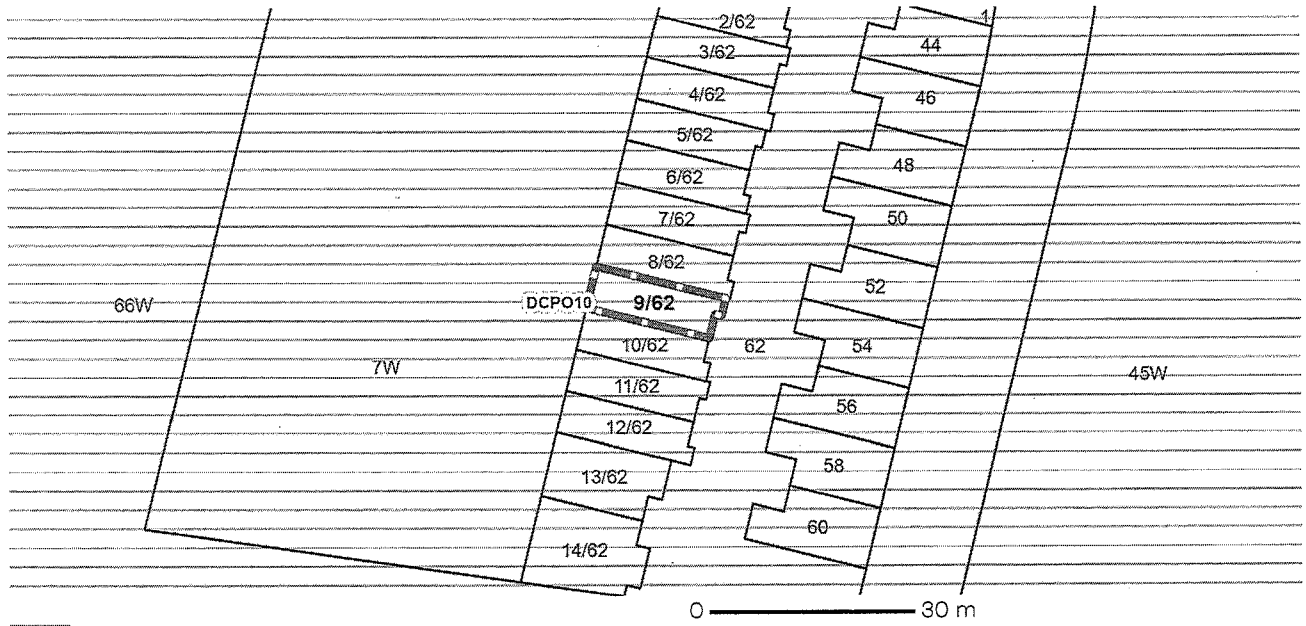
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Planning Overlays

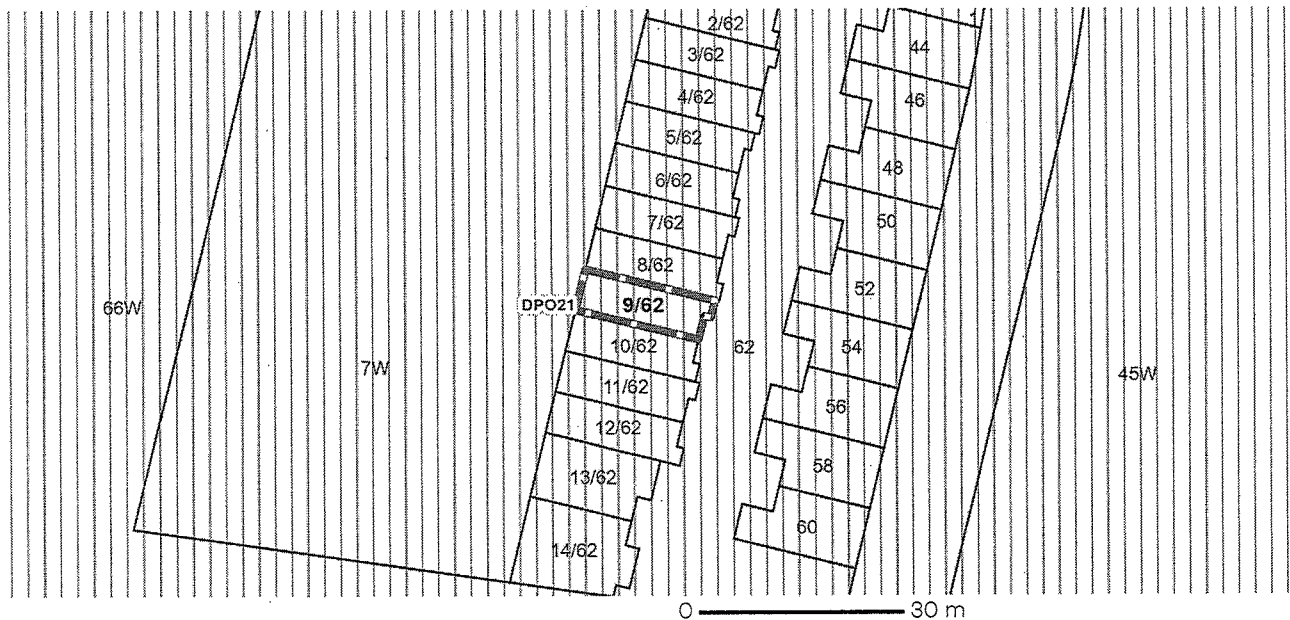
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 (DCPO10)



DCPO - Development Contributions Plan Overlay

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

DEVELOPMENT PLAN OVERLAY (DPO)
 DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 (DPO21)



DPO - Development Plan Overlay

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

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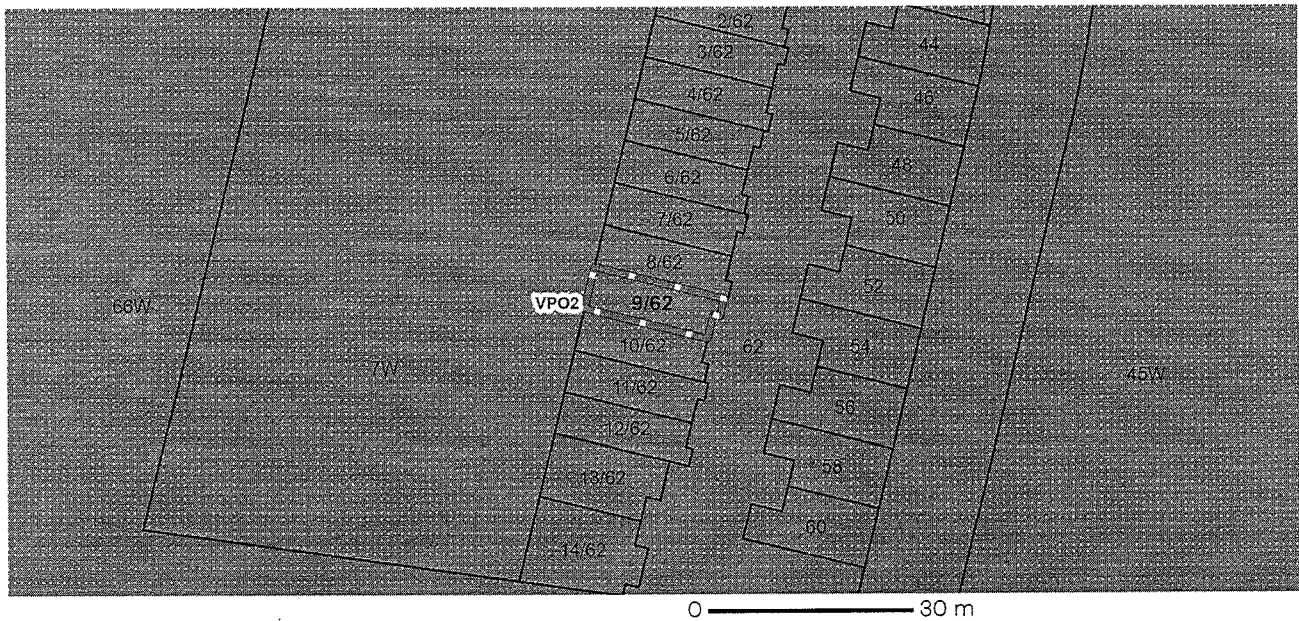
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Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



 VPO - Vegetation Protection Overlay

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

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Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

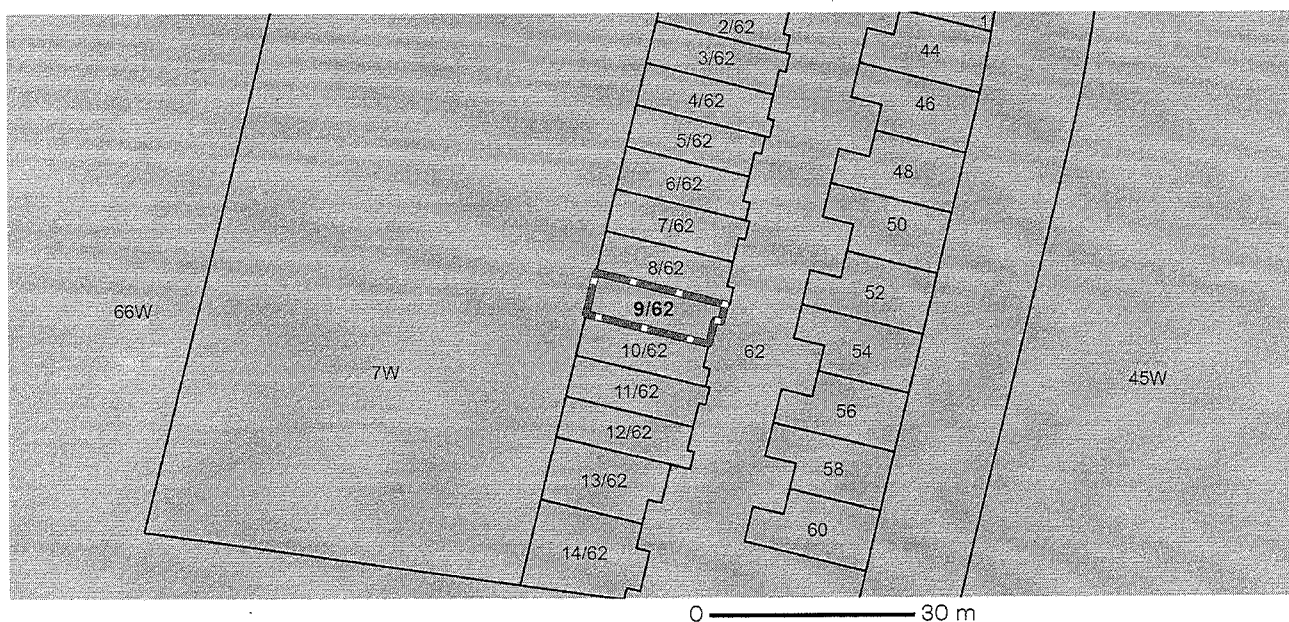
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.oav.nrms.net.au/oavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Aboriginal Cultural Heritage

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Further Planning Information

Planning scheme data last updated on 27 February 2025.

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

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

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

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

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

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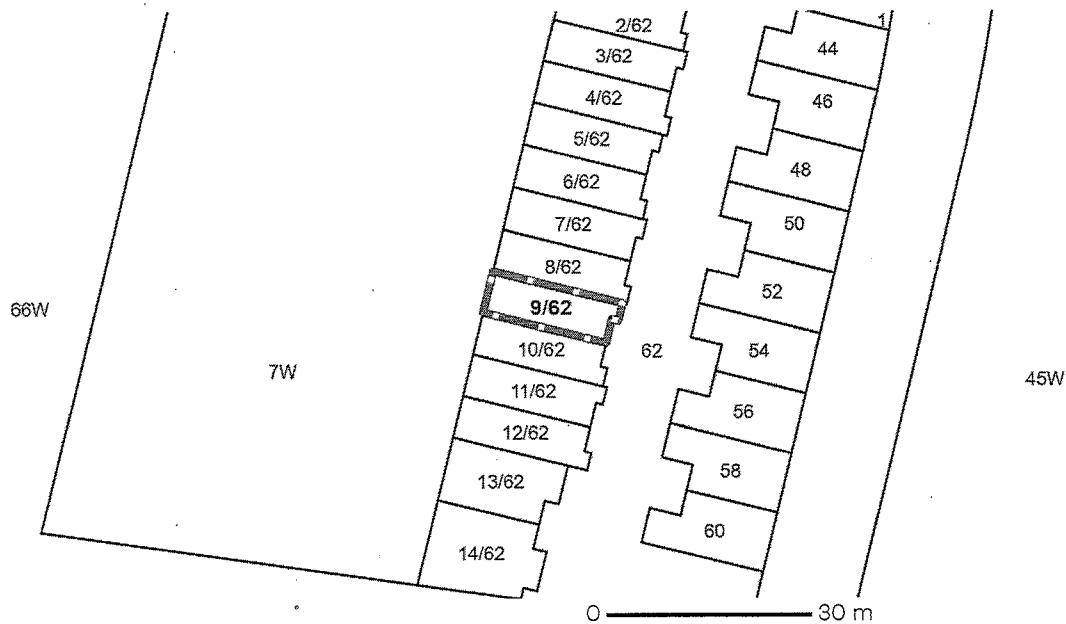
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Designated Bushfire Prone Areas

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 Bushfire Prone Areas

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/vicolan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

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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.

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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.