

NORTH SUBURBAN INVESTMENTS PTY LTD
ATF NORTH SUBURBAN INVESTMENTS TRUST
(Vendor)

**CONTRACT OF SALE OF REAL ESTATE and
SECTION 32 VENDORS STATEMENT**

Ppty: Unit 10, 19 Positano Way, Lalor VIC 3075

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CONTRACT OF SALE OF REAL ESTATE

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Ppty: Unit 10, 19 Positano Way, Lalor VIC 3075

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

The terms of this contract are contained in the-

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

SIGNING OF THIS CONTRACT

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

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

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this Contract

The authority of a person signing-

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

..... on/...../20__

Print name(s) of person(s) signing

State nature of authority if applicable

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

SIGNED BY THE VENDOR

..... on/...../20__

DIRECTOR - NORTH SUBURBAN INVESTMENTS PTY LTD

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF THE PLAN

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

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

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

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

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

PAYMENT

Price \$

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

Balance \$ _____ payable at settlement

GST (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-48 of the **GST Act** or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

SETTLEMENT (general conditions 17 & 26.2)

is due on the _____ day of _____, 20__

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision; or
- 7 days after the vendor gives notice in writing to the purchaser issue of the Occupancy Permit.

LEASE (general condition 5.1)

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

If '**subject to lease**' then particulars of the lease are: Not Applicable.

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

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box and refer to general condition 30 and add any further provisions by way of special conditions.

LOAN (general condition 20)

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

Lender:

Loan amount

Approval date:

BUILDING REPORT

General condition 21 applies only if the box is checked.

PEST REPORT

General condition 22 applies only if the box is checked.

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

Special Conditions

SPECIAL CONDITIONS

Any Special Conditions written below which are inconsistent with the General Conditions hereinbefore contained shall modify or exclude such Conditions to the extent of such inconsistency.

INTERPRETATION

1. In this contract except where inconsistent with the context or subject matter words importing the singular shall include the plural words importing the plural shall include the singular words importing one gender shall include any other gender and if there is more than one purchaser then each purchaser shall be bound both severally and also jointly with every other purchaser by the terms and conditions of this contract to be performed and observed by the purchaser.

ACKNOWLEDGMENT OF STATEMENT

2. The purchaser hereby acknowledges that prior to signing this contract and prior to signing any other documents relating to the sale hereby effected he received a statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale.

REPRESENTATIONS

3. The Purchaser admits that this Contract constitutes the whole of the agreement made between the Vendor and the Purchaser. The Purchaser acknowledges that there are no conditions, obligations, representations, terms or warranties (except those contained herein) relating to the sale of the property, including any made by the Vendor or its agents unless these are set out in the Contract.

ACKNOWLEDGMENT AS TO INSPECTION OF PROPERTY

4. The purchaser acknowledges that the purchaser has inspected the property and Chattels in their present condition and state of repair and with any defects existing at the date thereof. The Purchaser agrees that the Vendor is under no liability or obligations to carry out repairs, renovations, alternations or improvements.

NOMINATION

5. If the contract states that the property is sold to a named purchaser "and/or nominee", the named purchaser may, at least fourteen (14) days prior to the settlement date, nominate an additional or substitute Purchaser, however the named purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract of Sale.
 - a) If the nominated Purchaser is a company then the named Purchaser shall deliver the guarantee herewith, signed by all the directors of the company to the Vendor's conveyance.

VENDOR'S LOSS AND DAMAGE

6. The purchaser breaching this Contract shall pay upon all demand all expenses incurred by the Vendor as a result of such breach notwithstanding:
 - That the purchaser may not be aware at the date of the Contract of the particular consequences which may flow from delay in settlement; and
 - That such damages could not have reasonably been foreseen by the Purchaser.

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent with their representative, the Vendor will or may suffer the following losses and expenses which the Purchaser moneys in accordance with the terms of the Contract: -

- a) The cost of obtaining bridging finance to complete the Vendor's purchaser of another property and interest charged on such bridging finance calculated from the due date of the settlement.
- b) Interest payable by the Vendor under any existing Mortgage over the property calculated from settlement;
- c) Accommodation expenses necessarily incurred by the Vendor;

- d) A fee for rescheduling settlement on the day of settlement or after set at \$550.00 per re-attendance;
- e) Legal and Conveyancing, representatives costs and expenses as between Vendor's solicitor/Vendor's representative and Vendor;
- f) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase of another property.

If the Vendor gives to the Purchaser a notice of default under this contract, the default will not be remedied until remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the Vendor's satisfaction.

DEFAULT INTEREST

- 7. Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of 14 per centum (14%) per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such monies are paid and shall be payable by the Purchaser to the Vendor upon demand without necessity for any notice in writing whether under General Condition 33 or otherwise. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise. The provisions of General Condition 33 shall not apply to this Contract.

MERGER

- 8. The provisions of this contract shall not merge in the transfer of the land and shall continue to bind the vendor and the purchaser to the extent that any of them require to be complied with after the Settlement Date.

SWIMMING POOL OR SPA

- 9. If the Property contains a swimming pool or spa the Building Regulations require suitable safety barriers to be established. The Purchaser acknowledges responsibility for this from the date of Contract and warrants to the Vendor it will comply with all building regulations and other requirements that may apply in relation to the swimming pool or spa.

NOTICES

- 10. The Purchaser will be responsible from the date of Contract for complying with any notice, order, declaration or report including payment of any new or special levy that may affect the Property.

The purchaser will indemnify and keep indemnified against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the vendor may suffer, sustain or incur in connection with or relating to any liability, claim or action, demand, suit or proceedings howsoever arising, made or incurred on or subsequent to settlement, or from events or occurrences happening or arising on or subsequent to settlement, in any way in connection with the Property or any act, matter or thing occurring thereon.

FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

- 11. The purchaser warrants to the vendor that any approval required under the Foreign Acquisition and Takeovers Act 1975 (as amended) or any real estate policy guidelines of the Commonwealth Government and/or the approval of The Reserve Bank of Australia under the banking (Foreign Exchange) Regulations to enter into this contract has been obtained or that a statement of non-objection in connection with the Foreign Acquisition and Takeovers act 1975 or such guidelines has been obtained. In the event that this warranty is untrue in any respect the purchaser hereby indemnifies and keeps indemnified the vendor against any loss (including consequential loss) which the vendor suffers as a result of the vendor having relied on this warranty at the time of entering into this contract.

Where the purchaser is not a resident and ordinary domiciled in Australia or a foreign company, the purchaser shall:-

- a) Within 60 days of request of the vendor produce to the vendor adequate proof of the Purchaser's ability to pay the residue of moneys owing in the form of
 - I. Written confirmation from an Australian bank showing funds on deposit being available for the settlement of the contract;
 - II. A letter of approval from an Australian bank in respect of any loan to be taken out by the purchaser for the settlement for the settlement of the contract;
 - III. Any other approval or confirmation approved by the vendor sufficient to show the ability of the purchaser to pay the residue owing.
- b) Any failure by the purchaser to comply with the provisions of this clause shall be deemed a material breach of this contract and the vendor shall be entitled to rescind this contract.

MULTIPLE PURCHASERS

12. If there is more than one purchase then:-

- a) The Purchasers obligations in this will bind all those persons jointly and severally;
- b) It is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property.
- c) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers responsibility to pay any additional duty which may be assessed as a result of the variation;
- d) The purchasers fully indemnify the vendor, the vendor's agent and representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- e) This special condition will not merge on completion.

EARLY POSSESSION

13. In the event that the Vendor allows the Purchaser to take possession of the subject property prior to the settlement then the Purchaser shall execute a licence agreement as prepared by the Vendor's representative and shall prior to taking possession pay the costs associated with the said preparation.

SUBJECT TO LEASE (if applicable)

14. If the property is being sold subject to a lease or receipt of their rents and profits.

The purchaser acknowledges being satisfied with all aspects of the lease and will not make any claim or objection in respect of the lease or any variation to it.

The rent and all outgoings payable by the tenant under the lease (the lease money) will be apportioned on the settlement date between the vendor and the purchaser as follows:

- a) The vendor will be entitled to all lease money payable in respect of the full period up to and including the settlement date and the purchaser will be entitled to all lease money payable from the date after that date.
- b) Where lease money has been paid to the vendor for a period expiring after the settlement date the vendor allow the purchaser a proportion that the number of days remaining in the period after settlement date bears to the total number of days in the period.
- c) If any lease moneys are in arrears the purchaser will allow those arrears to the vendor.

The purchaser agrees that after the settlement date the vendor will be entitled to commence proceedings in the name of the purchaser against the tenants under the lease to recover any rent which may be unpaid on the settlement date or to enforce the tenant's obligation to pay rates or other outgoings.

The purchaser must pay to the vendor any lease money received by the purchaser for any period up to the settlement date.

This condition will not merge on settlement but remain in operation for as long as is necessary to give effect to it.

PLAN OF SUBDIVISION (if applicable)

15. The Purchaser acknowledges that as at the Day of Sale the plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
- a) The vendor shall at his/her own cost and expense procure registration of the Plan of Subdivision.
 - b) If the Plan is not registered within (18) months after the Day of Sale, either the Purchaser or the Vendor may after the expiration of that (18) months but before the Plan of Subdivision is so registered rescind this Contract of Sale by notice in writing to the other party and the Deposit Money shall then be repaid to the Purchaser in full.
 - c) The Vendor reserves the right to make alternation to the Plan of Subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupation and otherwise on the ground that the Plan of Subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the property as inspected by the Purchaser.
 - d) Plans of Works intended to affect the natural surface levels of the land comprised in the Plan and the abutting land are annexed to the Section 32 Statement (if applicable). The Vendor reserves the right to alter the natural surface levels of the property any time after the Day of Sale. The Vendor Shall notify the Purchaser as soon as practicable of any changes to the works already disclosed in the Vendor's Section 32 Statement (if applicable).
 - e) Until such time as the Plan of Subdivision has been registered by the Registrar of Titles the Purchaser shall not lodge or cause permit to be lodged on the Purchaser's behalf any Caveat in respect of the Purchaser's interest in the property and the purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this provision.

OWNER BUILDER (if applicable)

16. The Purchaser acknowledges that prior to signing the contract, the purchaser has received a copy of the inspection report as prescribed in Section 137B of the Building Act 1993, and a copy of a certificate evidencing the existence of the required insurance.

The Vendor warrants that they have effected a Policy Insurance which indemnifies the purchaser (and any subject purchasers) against all losses and damage during the period of insurance which result from:

- a) Any breach of the Statutory Warranties under Section 137C of the Act; and
- b) Alternative accommodation, removal and/or storage costs reasonably and necessarily incurred as a result of any event under (a) above.

The Vendor warrants that 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.

The Vendor warrants that 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.

The Vendor warrants that domestic building work has carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Act and the regulations.

RATE CERTIFICATES

17. The Purchaser agrees to provide copies of all certificates issued within 60 days prior to settlement obtained by them to complete any adjustments to the Vendor's Representative if requested. The certificates must be in PDF format, not redacted in any way and must not be password protected. The Vendor will not be obliged to provide cheque details until this condition has been complied with.

STATEMENT OF ADJUSTMENTS

18. Further to General Condition 23, Adjustments must be prepared on behalf of the Purchaser and provided to Perfect Choice Conveyancing Services not less than 5 business days prior to the due date of settlement and any failure to do so, will cause the Purchaser to pay an administration fee to Perfect Choice Conveyancing of \$330.00 for the delay in receiving the Statement of Adjustments.
19. The provisions of this Contract shall apply and prevail over any statutory or implied conditions but only to the extent of any inconsistency and to the extent permissible at law.

AUCTION CONDITIONS (if applicable)

20. 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 in the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

DEPOSIT RELEASE

21. The purchaser agrees to release the deposit monies to the vendor via signed Section 27 Statement along with a copy of the Section 27 letter from the mortgagee (if applicable). The purchaser will not object to the release of deposit monies.

SUBJECT TO FINANCE

22. In the event that the contract of sale is subject to finance and the Purchaser's finance has not been approved by the due date, the Purchaser must:
 - (a) provide a declined letter from the lender (not the mortgage broker) stipulated on the Contract of Sale to confirm that the finance has been declined; and
 - (b) provide sufficient evidence and the circumstances as to why the finance was declined.

Should the declined letter and sufficient information not be provided in writing to our office, the Vendor will not instruct the selling agent or stakeholder to refund any deposit monies to the Purchaser until this is satisfied by the Vendor.

SETTLEMENT AGENT APPOINTMENT

23. The purchaser acknowledges that the Vendor has appointed Perfect Choice Conveyancing Services as its agent for the purpose of completing this transaction and for directing the payment of all moneys payable pursuant to the Contract. The purchaser and their representative acknowledge that they will not be entitled to request any further proof of this authority.

General Conditions

Contract Signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.5 The warranties in general conditions 6.3 to 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 Online 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 correct 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 provision folio under section 23 of the Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if :
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a refer 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 the 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 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 10.00am and 4.00pm 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 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.

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 keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold 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 :

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

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

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

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

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a Structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

23. ADJUSTMENTS

23.1 The 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 period 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 all copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount

in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the Performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements 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 to 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 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 adjustment 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 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 authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless provide 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 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 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 the 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 reasonable 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.

GUARANTEE AND INDEMNITY

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

I/We, _____ of _____
and _____ of _____

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

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

IN WITNESS whereof the parties hereto have set their hands and seals the _____ day of _____ 20____

SIGNED SEALED AND DELIVERED by the said _____)
in the presence of: _____)

.....witness

SIGNED SEALED AND DELIVERED by the said _____)
in the presence of: _____)

.....witness

Vendor Statement

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

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

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

Land	Unit 10, 19 Positano Way, Lalor VIC 3075
-------------	--

Vendor's name	Director – North Suburban Investments Pty Ltd	Date / /
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$7,000.00

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

- Unless contained in the attached certificate or statement, none to the Vendor's knowledge. The Vendor has no means of knowing all decisions of the Government and other Authorities unless such decisions have been communicated to the Vendor.

1.3 Terms Contract

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

- Not Applicable.

1.4 Sale Subject to Mortgage

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

- Not Applicable.

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

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

2. INSURANCE

2.1 Damage and Destruction

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

- Not Applicable

2.2 Owner Builder

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

- Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- Is in the attached copies of title documents.

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

- Not Applicable.

5. BUILDING PERMITS

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

- Not Applicable.

6. OWNERS CORPORATION

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

- See Attached.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

- Not Applicable.

8. SERVICES

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

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

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider prior to settlement and the Purchaser will have to have the services reconnected. It is the Purchaser's responsibility to check with the appropriate authorities as to the availability of and the costs of connecting or reconnecting to the property any of the services required. Unless the Purchaser contacts the supplier authority and takes over the existing service, final reading will be obtained and all services will be disconnected at settlement. It will be the Purchaser's responsibility to pay all costs of and incidental to connections or reconnections of the services required.

9. TITLE

Attached are copies of the following documents:

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- Not Applicable.

10.2 Staged Subdivision

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

- Not Applicable.

10.3 Further Plan of Subdivision

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

- Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):
 - Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- See attached.

13. ATTACHMENTS

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

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

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

--

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

Page 1 of 2

VOLUME 11619 FOLIO 918

Security no : 124130782307W
Produced 16/12/2025 06:58 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 720615V.
PARENT TITLE Volume 11257 Folio 119
Created by instrument PS720615V 04/12/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NORTH SUBURBAN INVESTMENTS PTY LTD of 5 THOMAS STREET ROXBURGH PARK VIC 3064
PS720615V 04/12/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV262868L 24/01/2022
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AF262180R 09/08/2007

DIAGRAM LOCATION

SEE PS720615V 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 19 POSITANO WAY LALOR VIC 3075

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 24/01/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS720615V

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

DOCUMENT END

INFORMATION ONLY

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AF262180R



Form 13

Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:5291439

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: part of Certificate of Title Volume 10066 Folio 975 and more particularly being Lot 1 on the proposed plan, a copy of which is attached and marked 'A' and part of Certificates of Title Volume 10962 Folio 347, Volume 10962 Folio 348 and Volume 10962 Folio 349 and more particularly being lots 1, 2 and 3 on the proposed plan, a copy of which is attached and marked 'B'

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

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: [Handwritten Signature]

Name of officer: DAVID TURNBULL

Office held: CHIEF EXECUTIVE OFFICER

Date: 16/7/07



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 256 Melbourne

Date **16, 7** /2007

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**Agreement under Section 173 of the
Planning and Environment Act 1987**

Amendment C71 Land

Whittlesea City Council

and

Jarrah Property Pty Ltd ACN 114 364 966

and

Abah Group Pty Ltd ACN 106 069 916

INFORMATION ONLY

Affiliated offices
Adelaide, Brisbane, Colombo, Dubai,
Hong Kong, Jakarta, Kuala Lumpur,
Manila, Mumbai, New Delhi, Perth,
Singapore, Sydney, Tianjin

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Agreement under Section 173 of the Planning and Environment Act 1987

DATE 16/7/2007

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BETWEEN

WHITTLESEA CITY COUNCIL
of Municipal Offices, Ferres Boulevard, South Morang

(Council)

AND

JARRAH PROPERTY PTY LTD ACN114 364 966
of 66 Kings Park Road, West Perth, WA

(Jarrah)

AND

ABAH GROUP PTY LTD ACN 106 069 916
of 39 Sandhurst Crescent Glenhaven NSW

(Abah)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme. Council is also the Planning Authority for the Amendment.
- B. Jarrah is the owner of the Jarrah Land.
- C. Abah is the purchaser of the Abah Land. The current registered proprietor of the Abah Land is V & M Loccisano Pty Ltd ACN 005303864. V & M Loccisano have consented to Abah entering into this Agreement.
- D. The Abah Land is subject to a registered mortgage no S319370Y in favour of Australian and New Zealand Banking Group Limited and to Abah in AE526981U (Mortgagees). The Jarrah Land is subject to registered mortgage no AE830034W in favour of Suncorp. (collectively the Mortgagees) The Mortgagees have consented to Jarrah and Abah entering into this Agreement.
- E. The Amendment rezones the Jarrah Land and the Abah Land to a Residential 2 zone and applies a Development Plan Overlay to the Subject Land.
- F. By resolution dated 15 August 2006, Council resolved to adopt the Amendment and to request the Minister for Planning to approve the Amendment on the condition that Jarrah and Abah enter into an agreement pursuant to section 173 of the Act to secure open space and development contributions (Council Resolution).
- G. Jarrah and Abah have agreed upon the amount and form of the open space and the development contributions to be made by each of them. The parties enter into this

agreement to secure the making of the Owners' obligations pursuant to the requirements of the Council resolution.

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THE PARTIES AGREE

1. DEFINITIONS

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

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

Abah Land means the land described in Certificate of Title Volume 10066 Folio 975 being Lot 1 on Plan of Subdivision 518239B;

Act means the *Planning and Environment Act 1987*;

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

Amendment means amendment C71 to the Planning Scheme;

Approval Date means the date that a Notice of Approval of the Amendment is published in the Government Gazette;

Business Day means a day that is not a Saturday or Sunday or that is wholly or partly observed as a public holiday throughout Victoria;

Community Contribution means a contribution towards the provision of community infrastructure as explained in the Guidelines for Development Contributions and published by Department of Sustainability and Environment June 2003;

Development Contribution means a contribution towards infrastructure that would normally be provided pursuant to a development contributions plan but does not include the provision of utility services normally associated with the development of land including, water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure, local and connector roads and local passive open space areas;

Indicative Staging Plan means the plan that relates to the Abah Land and prepared by Coomes Consulting and Roberts Day Town Planning and Design marked "Indicative Staging Plan" Reference No 141260, Revision 2 dated 15-07-06 or as otherwise amended by agreement between the parties from time to time.

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

Jarrah Land means the land described in Certificates of Title Volume 10962 Folio 347, Volume 10962 Folio 348, and Volume 10962 Folio 349 being lots 1, 2 and 3 on Plan of Subdivision 544515F;

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 Abah Land or the Jarrah Land or any part of it;

Owners mean Jarrah and Abah collectively;

Party or Parties means the Jarrah, Abah and Council under this Agreement as appropriate;

Pavilion means a building designed as a sports pavilion having a total internal floor area of 565sq.m and an external verandah/canopy area of 250sq.m.

Pavilion and Ovals Plan means the plan prepared by Coomes Consulting showing the layout of the Pavilion and Senior Football Ovals on the Abah Land at Annexure "B".

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

Residential Lot means a lot intended to be finally developed with a dwelling. It does not include a superlot, balance lot or the like which is intended to be further subdivided.

Responsible Authority means the person or body responsible for administering and enforcing the Planning Scheme over the Jarrah Land and the Abah Land;

Senior Football Oval means an oval with minimum boundary line dimensions of 165 metres by 130 metres and having a fence offset of 5 metres from the boundary line;

Statement of Compliance means a statement of compliance under the *Subdivision Act* 1988.

Subject Land means the Abah Land and the Jarrah land collectively.

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2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 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.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owners under this Agreement will take effect as separate covenants which are annexed to and run at law and equity with in the case of Abah,

the Abah Land and in the case of Jarrah, the Jarrah Land and this Agreement must be read and applied so that each owner of the land or part of the land is only responsible for those covenants and obligations which relate to the part of the land which it owns.

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3. SPECIFIC OBLIGATIONS OF ABAH

Abah covenants and agrees that:

3.1 Open Space Contribution

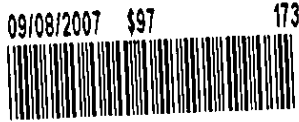
- 3.1.1 it will contribute to Council at no cost to Council, 6.79 hectares of the Abah land for drainage and open space purposes;
- 3.1.2 the land which must be contributed for drainage and open space purposes by Abah is the land shown as "open space", "drainage reserve", "recreation reserve" or the like on the plan at Annexure "A";
- 3.1.3 the land to be contributed by Abah to Council must be shown as a reserve on any plan of subdivision which contains that land except that in respect of the land identified as "recreation reserve" on the plan at Annexure "A" (**Recreation Reserve**), that land must be shown as a reserve on the plan of subdivision either:
- 3.1.3.1 for the subdivision for stage 8 of the development of the Abah Land as shown on the Indicative Staging Plan so as to vest in Council upon the registration of that plan of subdivision; or
- 3.1.3.2 for the subdivision that creates the 500th Residential Lot so as to vest in Council upon the registration of that plan of subdivision -
- whichever is the earlier;
- 3.1.4 until the Recreation Reserve is developed as a recreation reserve, an appropriate part of it must be suitably finished with topsoil and sown to grass and made available for passive open space purposes;

3.2 Recreation Reserve

- 3.2.1 notwithstanding clause 3.1.1, the Recreation Reserve:
- 3.2.1.1 must be in generally accordance with the Pavilion and Ovals Plan and be of a sufficient area so that it can accommodate
- 3.2.1.1.1 two Senior Football Ovals each separated from the other by no less than 10 metres from boundary line to boundary line and each being at least 10 metres from the edge of the recreation reserve; and
- 3.2.1.1.2 the Pavilion, 106 car parking spaces and appropriate buffer or separation distances from

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the edge of the Senior Football Oval to the edge of Recreation Reserve to the satisfaction of the Council.

3.3 Construction of Football Ovals and Car parking

3.3.1 unless Council agrees in writing to allow Abah to construct the Senior Football Oval and associated car parking, Abah will contribute the amount of \$400,000 exclusive of GST to Council for the purpose of constructing one Senior Football Oval on the Recreation Reserve in accordance with plans and specifications approved by Council;

3.3.2 the contribution referred to in clause 3.3.1 must be paid prior to the issue of a Statement of Compliance in respect of

3.3.2.1 Stage 8 as shown on the Indicative Staging Plan; or

3.3.2.2 the subdivision that includes the creation of the 500th Residential Lot so as to vest in Council upon the registration of that plan of subdivision

whichever is the earlier;

3.4 Contribution to cost of pavilion

3.4.1 unless Council agrees in writing to allow Abah to construct the Pavilion, Abah will contribute the amount of \$732,232 exclusive of GST to Council as a contribution to the cost of constructing a Pavilion on the Recreation Reserve ;

3.4.2 the said contribution must be paid:

3.4.2.1 no later than one year after the contributions pursuant to clauses 3.1 and 3.3 are satisfied; or

3.4.2.2 prior to the issue of a Statement of Compliance in respect of Stage 8 as shown in the Indicative Staging Plan -

whichever occurs first;

3.5 Contribution to road works

3.5.1 it will upgrade the Gillwell and Barry Road intersection to accommodate the provision of exclusive turn lanes as detailed in Schedule 1 of this Agreement in accordance with conforming plans and specifications approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority; (Road Upgrade)

3.5.2 the Road Upgrade must be completed prior to the issue of a Statement of Compliance in respect of Stage 1 on the Abah Land as shown on the Indicative Stage Plan;



3.6 Contribution to / provision of local roads around open space

- 3.6.1 it will construct the local roads around open space as detailed in the Pavilion and Ovals Plan and in Schedule 2 of this Agreement in accordance with conforming plans and specifications approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority; (**local road works**)
- 3.6.2 the local road works must be completed prior to the issue of a Statement of Compliance in respect of the stage of the subdivision in which the roads are contained;

3.7 On road car parking

- 3.7.1 it will construct the on road car parking as detailed in the Pavilion and Ovals Plan and in Schedule 2 of this Agreement in accordance with conforming plans and specifications approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority; (**on-road car parking works**) and
- 3.7.2 the on-road car parking works must be completed prior to the issue of a Statement of Compliance in respect of the stage of the subdivision in which the roads are contained.

4. SPECIFIC OBLIGATIONS OF JARRAH

Jarrah covenants and agrees that:

4.1 Open Space Contribution

- 4.1.1 it will contribute to Council at no cost to Council 2.31 hectares of the Jarrah Land for open space purposes;
- 4.1.2 the land to be contributed as the open space contribution by Jarrah is the land described as park, drainage reserve, reserve, stony knoll, open space or the like on the plan at Annexure "A";
- 4.1.3 the Jarrah Open Space Land will be shown as a reserve on the plan of subdivision for the relevant stage of the development of the Jarrah Land so as to vest in Council upon the registration of that plan of subdivision;

4.2 Contribution to improvement of Open Space

- 4.2.1 it will undertake works to the value of \$150,000 exclusive of GST to embellish the Jarrah Open Space Land in the area around the central stony knoll, including providing low fencing, landscaping, grass, seating and other improvements (**works**);
- 4.2.2 the works must be carried out in accordance with landscape plans and specifications first approved by Council;
- 4.2.3 the works must be undertaken prior to the issues of a Statement of Compliance for the subdivision of the land which includes the relevant Jarrah Open Space Land;



4.3 Contribution to cost of pavilion

4.3.1 it will contribute the amount of \$767,768 exclusive of GST to Council as a contribution to the cost of constructing a Pavilion on the Recreation Reserve on the Abah Land.;

4.3.2 the said contribution must be paid

4.3.2.1 no later than one year after the contributions pursuant to clauses 3.1 and 3.3 are satisfied; or

4.3.2.2 prior to the issue of a Statement of Compliance in respect of Stage 8 of the subdivision of the Abah Land as shown in the Indicative Staging Plan - -

whichever occurs first;

4.4 Contribution to / provision of road works

4.4.1 it will construct the road infrastructure associated with Deveny Road between Edgars Road and the northern boundary of the Jarrah Land as detailed in Schedule 3 of this Agreement (**Roadworks**) in accordance with conforming plans and specifications to the satisfaction of the Responsible Authority;

4.4.2 the Roadworks must be constructed prior to the issue of a Statement of Compliance in respect of the creation of the 237th lot on the Jarrah Land;

4.5 Contribution to / provision of Intersection works

4.5.1 it will construct the intersection works detailed in Schedule 4 of this Agreement including the provision of signals in accordance with conforming plans and specifications to the satisfaction of the Responsible Authority;

4.5.2 the said intersection must be constructed prior to the issue of a Statement of Compliance in respect of the creation of the 237th lot on the Jarrah Land;

4.6 Contribution to / provision of local roads around open space

4.6.1 it will construct the local roads around open space as detailed in Annexure A of this Agreement in accordance with conforming plans and specifications approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority;

4.6.2 the work must be undertaken prior to the issue of a Statement of Compliance for the subdivision of the land which includes the relevant Jarrah Open Space Land ;

4.7 Provision of Bike Path

4.7.1 it will construct the bicycle path from Edgars Road to the freeway generally as identified in Annexure A and as detailed in Schedule 5 of this Agreement in accordance with conforming plans and specifications

approved by Council and the said works must be carried out to the satisfaction of the Responsible Authority;

- 4.7.2 that portion of the said bicycle path from Edgars Road to Gillwell Road must be constructed at the same time that Deveny Road from Gillwell Road to Edgars Road is constructed.

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5. FURTHER OBLIGATIONS OF THE OWNER

5.1 Notice and Registration

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

5.2 Further actions

The Owner further covenants and agrees that:

- 5.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 5.2.2 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; and
- 5.2.3 if the Registrar of Titles refuses to register this Agreement on account of the length of or the quality of any attachment to this Agreement, then after Council advises the Owner that it proposes to do so, the attachment may be removed from the registration counterpart of this Agreement but the whole Agreement shall continue to comprise the said attachment as identified in the counterpart version of the Agreement kept by Council as required by the Act.

5.3 Costs of Agreement

The parties each agree to pay their own costs associated with the preparation, negotiation, drafting, finalisation, engrossment, execution and registration of this Agreement.

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5.4 Amounts Payable

The parties agree that:

- 5.4.1 If any amount due to be paid by a party to Council under this Agreement is not paid prior to the due date, the amount payable will accrue interest from the day the amount is due at the rate prescribed under section 227A of the *Local Government Act* 1989 until the amount is paid; and
- 5.4.2 until any amount specified in clauses 3 and 4 of this Agreement are paid or works are carried out to the equivalent value as the case may be, that amount must be adjusted by reference to the Building Materials Index for Buildings other than Dwellings as published by the Australian Bureau of Statistics on 1 July 2008 and then each year thereafter.

6. COUNCIL ACKNOWLEDGEMENTS

6.1 No further Community Contributions

Council acknowledges that the payment of the various contribution set out in this agreement provide the full and final extent of Community Contributions that are or may be required to be made by any person in respect of the Subject Land and the Council agrees not to impose or require such a Community Contribution to be made by any person at any time.

6.2 No further Development Contributions

Council acknowledges that except in respect of State infrastructure levies or the like, the obligations of Jarrah and Abah under this Agreement comprise the full and final extent of Development Contributions that are or may be required to be made by Council in respect of the Subject Land and the Council undertakes not to impose or require such a Development Contribution to be made by Council at any time.

6.3 Construction of Pavilion

Council agrees that if the Pavilion has not been commenced by the 5th anniversary of the date that the contributions in respect of the Pavilion were paid to Council, it will repay to Abah and Jarrah their respective contributions together with interest at the rate calculated by reference to section 227A of the *Local Government Act* 1989.

6.4 No further contributions

Council agrees that it will not propose, exhibit or adopt any future amendment to the Planning Scheme concerning development or open space contributions that is inconsistent with this Agreement.

7. 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 specifies the conditions pursuant to which the Subject Land may be used or developed for specified purposes.



8. OWNER'S WARRANTIES

- 8.1 Without limiting the operation or effect which this Agreement has, Jarrah warrant that apart from Jarrah and its Mortgagee, no other person has any interest, either legal or equitable, in the Jarrah Land which may be affected by this Agreement.
- 8.2 Except as disclosed, without limiting the operation or effect which this Agreement has, Abah warrant that apart from Abah and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Abah Land which may be affected by this Agreement.

9. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owners 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:

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

10. GENERAL MATTERS

10.1 Notices

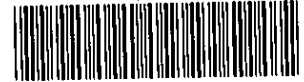
A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 10.1.1 by delivering it personally to that party;
- 10.1.2 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
- 10.1.3 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.

10.2 Service of Notice

A notice or other communication is deemed served:

- 10.2.1 if delivered, on the next following business day;
- 10.2.2 if posted, on the expiration of two business days after the date of posting; or
- 10.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.



10.3 No Waiver

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

10.4 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 will remain operative.

10.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council 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 Subject Land or relating to any use or development of the Subject Land.

11. COMMENCEMENT OF AGREEMENT

11.1 This Agreement commences immediately upon the Approval Date.

11.2 Except for clause 6.3, this Agreement ends, when each of the obligations have been completed or earlier by agreement between the Parties.

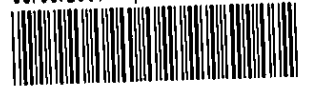
11.3 Council agrees, at the Owner's cost, to execute an application for the removal of a recording of this Agreement as against any lot contained in a certified plan of subdivision which is or is to be created as Residential Lot and will execute any application to achieve that purpose which is prepared by the Owners

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

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

K S Paulistis

Councillor

[Signature]

Chief Executive Officer

THE COMMON SEAL of JARRAH PROPERTY PTY LTD ACN 114 364 966 was affixed in the presence of authorised persons:

[Signature]

Director

PAUL SADLER

Full name

151 VINCENTS AVE WEMBLEY WA 6014.

Usual address

[Signature]

Paul Freedman

Director (or Company Secretary)

COMPANY SECRETARY

Full name

54 CROCOMBE WAY KARURINYU WA 6018

Usual address

Signed sealed and delivered for and on behalf of ABAH GROUP PTY LTD ACN 106 069 916 by its authorised representative in the presence of:

[Signature]

Signature of witness

[Signature]

Signature of authorised representative

[Signature] Director

Name of witness (BLOCK LETTERS)

TAMARA NICOLE BREZZI
RACV Tower, 485 Bourke Street
Melbourne Victoria 3000

[Signature]

Name of authorised representative (BLOCK LETTERS)

[Signature] Director

Address of witness
An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004.

AF262180R



V & M Loccisano PTY LTD ACN 005303864 as registered proprietor of the Abah Land consents to Abah entering into this Agreement.

THE COMMON SEAL of V & M)
LOCCISANO PTY LTD ACN 005 303 864)
was affixed in the presence of authorised)
persons:

.....	Director
.....	Full name
.....	Usual address
.....	Director (or Company Secretary)
.....	Full name
.....	Usual address

Mortgagee's Consent

Australian and New Zealand Banking Group Limited as Mortgagee of registered mortgage No. S319370Y consents to Abah 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.

.....

Mortgagee's Consent

Abah Group Pty Ltd as Mortgagee of registered mortgage No. AE526981U consents to Abah 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.

..... *[Signature]* Director. *[Signature]* Director.



V & M Loccisano PTY LTD ACN 005303864 as registered proprietor of the Abah Land consents to Abah entering into this Agreement.

Executed by V & M LOCCISANO PTY LTD ACN 005 303 864 in accordance with section 127 of the Corporations Act 2001:

_____ Director/company secretary	_____ Director
_____ Name of director/company secretary (BLOCK LETTERS)	_____ Name of director (BLOCK LETTERS)
_____ Usual address	_____ Usual address

Mortgagee's Consent

Australian and New Zealand Banking Group Limited as Mortgagee of registered mortgage No. S319370Y consents to Abah 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.~~

Mortgagee's Consent

Abah Group Pty Ltd as Mortgagee of registered mortgage No. AE526981U consents to Abah 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.

EXECUTED BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED by being SIGNED by its Attorney
Kevin Michael EVANS
under Power of Attorney dated 18/11/2002 a certified copy of which is filed in the permanent order Book Number 277 at Page 19 Item 7 in the presence of:

[5291439: 4988155v1]

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
by its Attorney

who hereby certifies that he is (a) SENIOR MANAGER

for the time being of AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED IN VICTORIA

V & M Loccisano PTY LTD ACN 005303864 as registered proprietor of the Abah Land consents to Abah entering into this Agreement.

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Executed by **V & M LOCCISANO PTY LTD**
ACN 005 303 864 in accordance with
section 127 of the *Corporations Act 2001*:

V & M Loccisano
Director/company secretary

V Loccisano
Director

Maria Loccisano
Name of director/company secretary
(BLOCK LETTERS)

V LOCCISANO
Name of director
(BLOCK LETTERS)

22 Lawley St Reservoir.
Usual address

22 Lawley St Reservoir
Usual address

Mortgagee's Consent

Australian and New Zealand Banking Group Limited as Mortgagee of registered mortgage No. S319370Y consents to Abah 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.

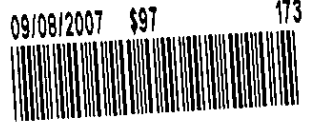
.....

Mortgagee's Consent

Abah Group Pty Ltd as Mortgagee of registered mortgage No. AE526981U consents to Abah 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.

.....

AF262180R



Mortgagee's Consent

Suncorp-Metway Limited as Mortgagee of registered mortgage No. AE830034W consents to Jarrah 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.

Executed by Suncorp-Metway Ltd ACN 010 831 722 by that parties attorney pursuant to Power of Attorney E763500 dated 15 November 1991 who states that no notice of revocation of the Power of Attorney has been received in the presence of

Richard Wallace
Witness
Richard Wallace
Name of Witness
266 St George's Tce
Address
Analyst
Occupation

MR [Signature]
Level 1 Attorney
MATTHEW ROGER SWINDALE
Name of Attorney

INFORMATION ONLY

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Annexure A

Plan identifying the open space, reserves, stony knolls etc

The plan which is annexure "A" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure A is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

AF262180R



Annexure B

Pavilion and Ovals Plan

The plan which is annexure "B" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure B is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

INFORMATION ONLY

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Annexure C

The plan which is annexure "C" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure C is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

INFORMATION ONLY

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Annexure D

The plan which is annexure "D" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure D is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

INFORMATION ONLY

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Annexure E

The plan which is annexure "E" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure E is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

INFORMATION ONLY

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Annexure F

The plan which is annexure "F" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure F is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

INFORMATION ONLY

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Annexure G

The plan which is annexure "G" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure G is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

INFORMATION ONLY

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**Schedule 1
Details of exclusive turn lanes per clause 3.5.1**

The road works are to be carried out in accordance with the plan which is attached to this Agreement and marked as Annexure C.

**Schedule 2
Details of local roads around per open space clause 3.6.2**

To the north and south of the recreation reserve, car parking is to be indented off street car parking.

To the east and west of the recreation reserve, the car parking is to be on street line marked car parking

The indented and on street car parking is illustrated on the Pavilion and Ovals Plan and typical cross sections are illustrated in the Coomes Consulting Plan which is attached to this Agreement and marked as Annexure D.

**Schedule 3
Details of road infrastructure of Deveny Road per clause 4.4.1**

The works are to be carried out in accordance with the Typical Section – Deveny Road Extension plan prepared by Coomes Consulting which is attached to this Agreement and marked as Annexure E.

Schedule 4 Details of intersection works per clause 4.5.1

The works are to be carried out in accordance with the Preliminary Plan drawing number 553284 which is attached to this Agreement and marked as Annexure F.

**Schedule 5
Details of bicycle path per clause 4.7.1**

The works are to be carried out in accordance with the Footpath cross section plan which is attached to this Agreement and marked as Annexure G.

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS720615V
Number of Pages (excluding this cover sheet)	5
Document Assembled	16/12/2025 06:58

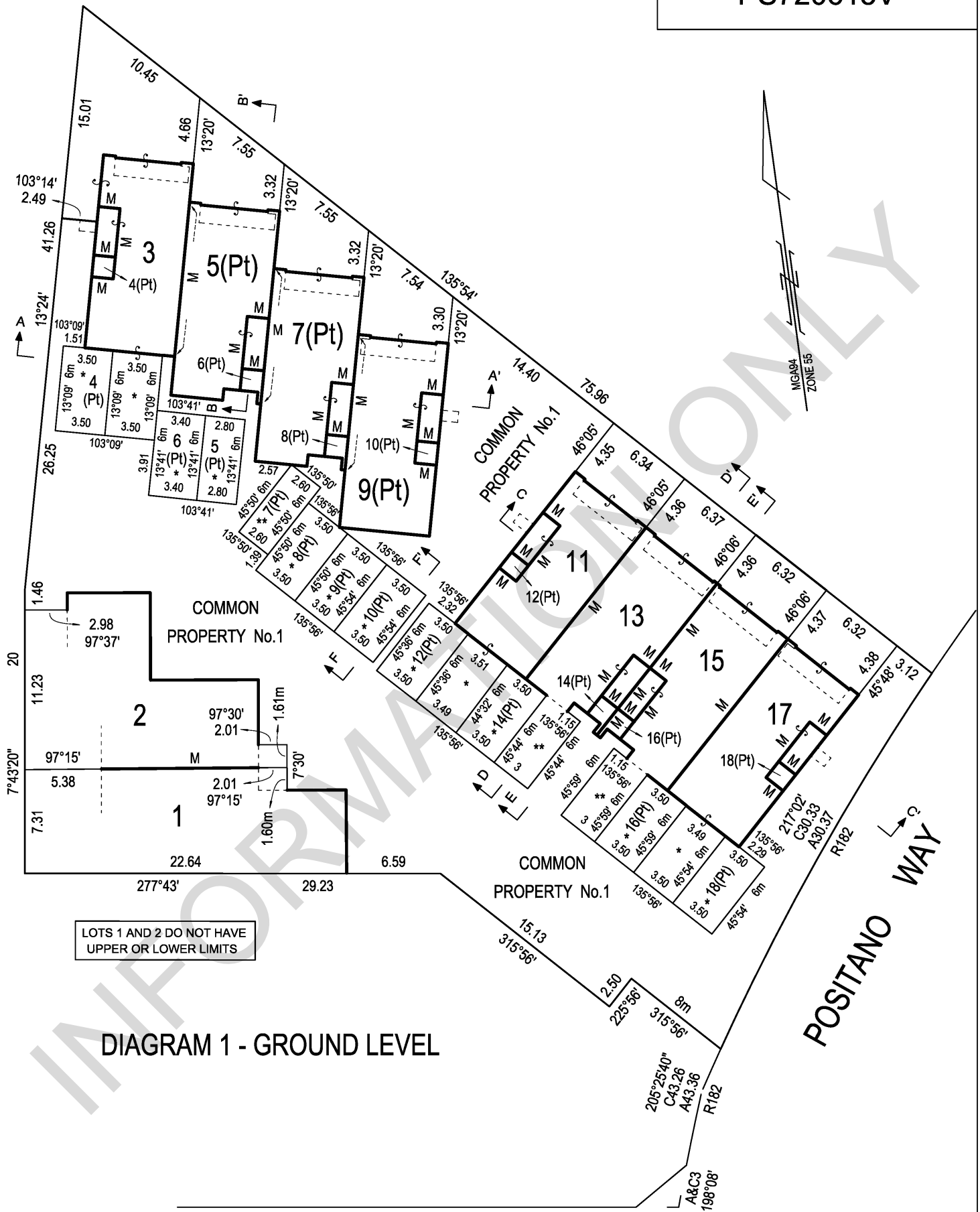
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PLAN OF SUBDIVISION		LV USE ONLY EDITION 1	PS720615V	
LOCATION OF LAND		COUNCIL NAME: WHITTLESEA CITY COUNCIL		
PARISH:	KEELBUNDORA	<p style="font-size: 2em; opacity: 0.1; transform: rotate(-30deg); position: absolute; top: 50%; left: 50%; pointer-events: none;">DRAFT ONLY</p> <p>BOUNDARIES SHOWN AS THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.</p> <p>LOCATIONS OF BOUNDARIES DEFINED BY BUILDINGS: - MEDIAN - BOUNDARIES MARKED "M" EXTERIOR FACE - ALL OTHER BOUNDARIES UNLESS OTHERWISE SHOWN</p> <p>THE LOWER BOUNDARY OF GROUND LEVEL LOTS IS TO THE UPPER SURFACE OF THE CONCRETE THE UPPER BOUNDARY OF TOP MOST LEVEL LOTS IS TO THE UPPER FACE OF THE PLASTER CEILING THE BOUNDARY BETWEEN GROUND LEVEL AND TOP MOST LEVEL LOTS IS TO THE MEDIAN OF THE STRUCTURE SEPARATING THE LEVELS AND ARE MARKED "M" ON THE SECTIONS ON SHEET 4.</p> <p>LOTS 1 AND 2 DO NOT HAVE UPPER OR LOWER LIMITS.</p> <p>COMMON PROPERTY No.1 IS ALL OF THE LAND IN THE PLAN EXCEPT FOR THE LOTS.</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORTS, INCLUDING RULES AND ADDITIONAL INFORMATION, FOR FURTHER DETAILS.</p>		
TOWNSHIP:	-			
SECTION:	-			
CROWN ALLOTMENT:	-			
CROWN PORTION:	24 (PART)			
TITLE REFERENCE:	VOLUME 11257 FOLIO 119			
LAST PLAN REFERENCE:	LOT B on PS632993B			
POSTAL ADDRESS: (At time of subdivision)	19 POSITANO WAY LALOR VIC 3075			
MGA94 Co-ordinates (of approx centre of land in plan)	E 322 473 ZONE: 55 N 5 829 477 GDA 94			
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
STAGING: THIS IS NOT A STAGED SUBDIVISION				
PLANNING PERMIT No.: 608887				
DEPTH LIMITATION: DOES NOT APPLY.				
THIS IS A SPEAR PLAN.				
SURVEY: THIS PLAN IS BASED ON SURVEY.				
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s): PM's 970 & 971 IN PROCLAIMED SURVEY AREA No.: -				
EASEMENT INFORMATION				
LEGEND:	A - APPURTENANT EASEMENT	E - ENCUMBERING EASEMENT	R - ENCUMBERING EASEMENT (ROAD)	
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
TERRAIN CONSULTING GROUP PTY LTD 12 PARKHILL ROAD KEW VIC 3101 PH 9853 3352 FAX 9853 8907		SURVEYORS FILE REF: 13220 PETER MICHAEL McCARTHY VERSION: 5	ORIGINAL SHEET SIZE: A3 PLAN REGISTERED TIME: 12:21pm DATE: 4/12/2015 D Godfrey Assistant Registrar of Titles	SHEET 1 OF 4

PS720615V



LOTS 1 AND 2 DO NOT HAVE UPPER OR LOWER LIMITS

DIAGRAM 1 - GROUND LEVEL

DARON LINK

TERRAIN CONSULTING GROUP PTY LTD
 12 PARKHILL ROAD
 KEW VIC 3101
 PH 9853 3352 FAX 9853 8907
 SURVEYORS FILE REF: 13220

SCALE 1:250
 2.5 0 2.5 5 7.5 10
 LENGTHS ARE IN METRES
 PETER MICHAEL MCCARTHY
 VERSION: 5

ORIGINAL SHEET SIZE: A3

SHEET 2

PS720615V

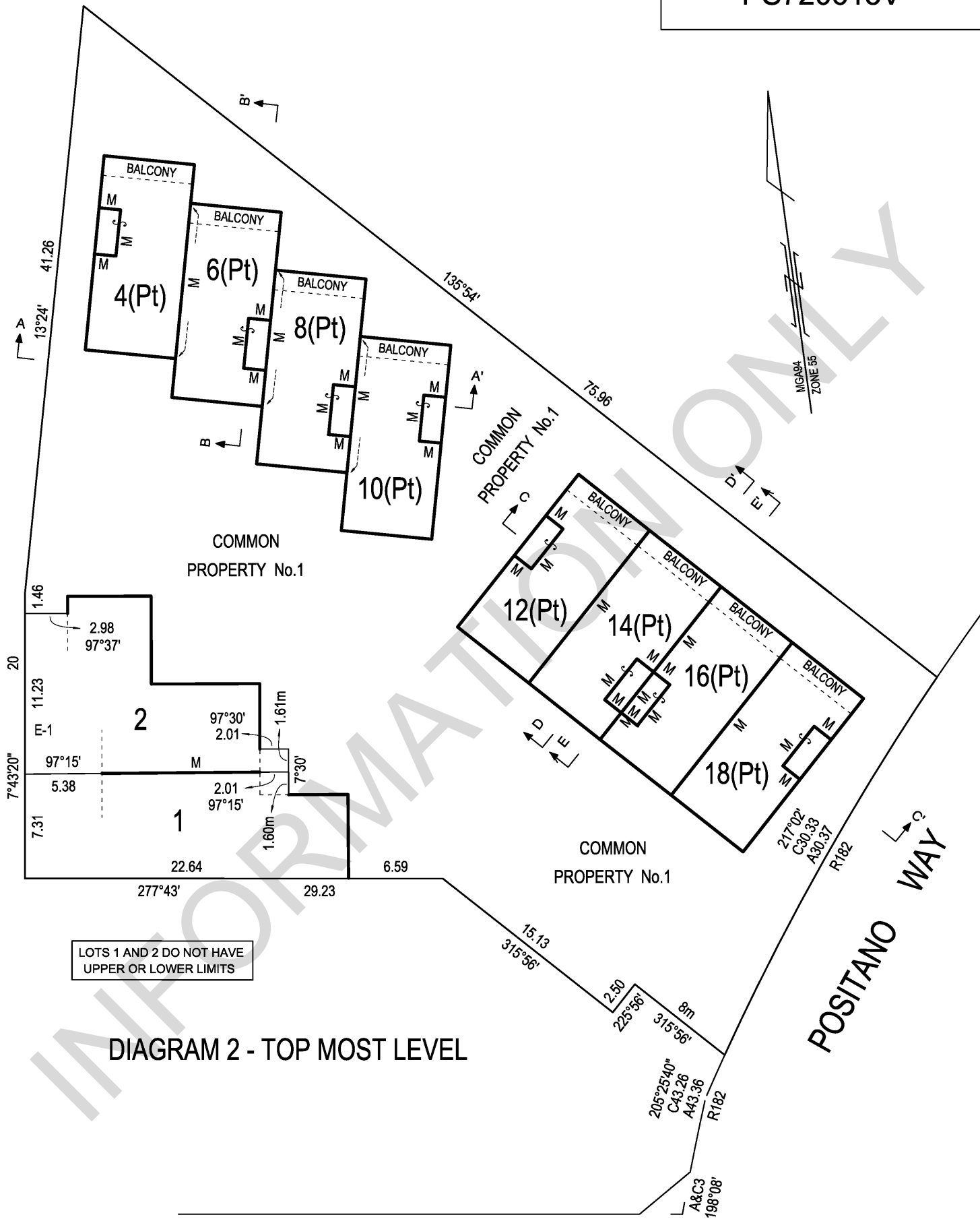


DIAGRAM 2 - TOP MOST LEVEL

DARON LINK

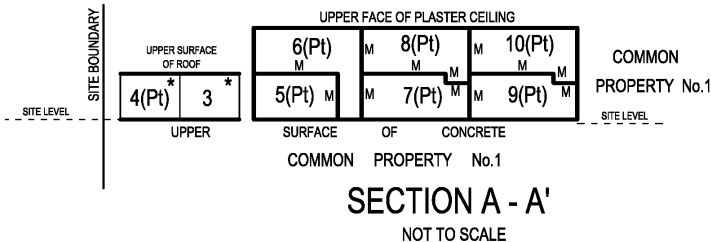
TERRAIN CONSULTING GROUP PTY LTD
 12 PARKHILL ROAD
 KEW VIC 3101
 PH 9853 3352 FAX 9853 8907
 SURVEYORS FILE REF: 13220

SCALE 1:250
 2.5 0 2.5 5 7.5 10
 LENGTHS ARE IN METRES
 PETER MICHAEL McCARTHY
 VERSION: 5

ORIGINAL SHEET SIZE: A3
 SHEET 3

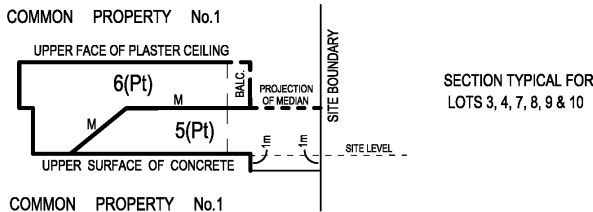
PS720615V

TOP MOST LEVEL - SEE DIAGRAM 2
GROUND LEVEL - SEE DIAGRAM 1



SECTION A - A'
NOT TO SCALE

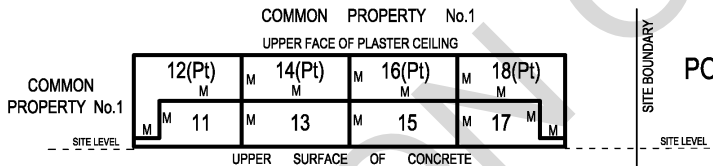
TOP MOST LEVEL - SEE DIAGRAM 2
GROUND LEVEL - SEE DIAGRAM 1



SECTION B - B'
NOT TO SCALE

SECTION TYPICAL FOR
LOTS 3, 4, 7, 8, 9 & 10

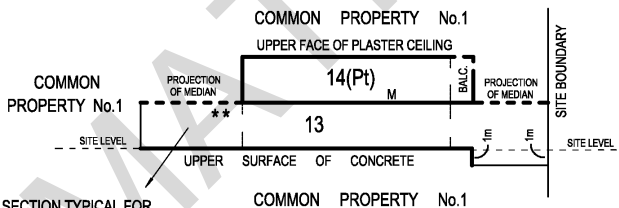
TOP MOST LEVEL - SEE DIAGRAM 2
GROUND LEVEL - SEE DIAGRAM 1



SECTION C - C'
NOT TO SCALE

POSITANO
WAY

TOP MOST LEVEL - SEE DIAGRAM 2
GROUND LEVEL - SEE DIAGRAM 1

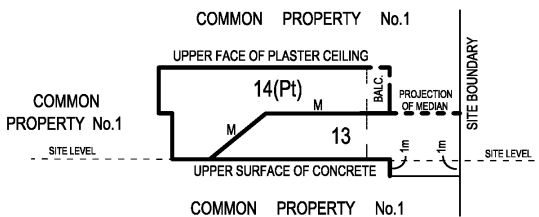


SECTION D - D'
NOT TO SCALE

SECTION TYPICAL FOR
LOTS 11 & 12, 15 & 16 & 17 & 18

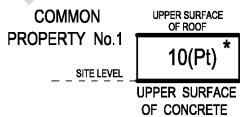
SECTION TYPICAL FOR
THOSE PARTS OF LOTS 7 & 15
MARKED: **

TOP MOST LEVEL - SEE DIAGRAM 2
GROUND LEVEL - SEE DIAGRAM 1



SECTION E - E'
NOT TO SCALE

SECTION TYPICAL FOR
LOTS 11 & 12, 15 & 16 & 17 & 18

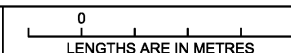


SECTION F - F'
NOT TO SCALE

SECTION TYPICAL FOR THOSE PARTS OF
LOTS 3, 4, 5, 6, 8, 9, 11, 12, 14, 16, 17 & 18
MARKED: *

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907
SURVEYORS FILE REF: 13220

SCALE
N.T.S.



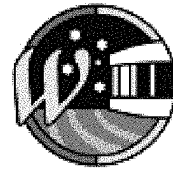
ORIGINAL SHEET
SIZE: A3

SHEET 4

PETER MICHAEL McCARTHY

VERSION: 5

**Plan of Subdivision PS720615V
Certifying a New Version of an Existing Plan
concurrently with Statement of Compliance (Form
12)**



**City of
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S066378M
Plan Number: PS720615V
Responsible Authority Name: Whittlesea City Council
Responsible Authority Permit Ref. No.: 608887
Responsible Authority Certification Ref. No.: 608887
Surveyor's Plan Version: 5

Certification

- This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 15/10/2015

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 not been made at Certification

Digitally signed by Council Delegate: Renee Kueffer
Organisation: Whittlesea City Council
Date: 03/12/2015



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 16/12/2025 06:58:49 AM

OWNERS CORPORATION 1
PLAN NO. PS720615V

The land in PS720615V is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 18.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

12/54 BAKERS ROAD COBURG NORTH VIC 3058

AX599731S 11/01/2024

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:

OC028383Y 04/12/2015

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	20	20
Lot 2	20	20
Lot 3	20	20
Lot 4	20	20
Lot 5	20	20
Lot 6	20	20



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/12/2025 06:58:49 AM

**OWNERS CORPORATION 1
PLAN NO. PS720615V**

Entitlement and Liability:

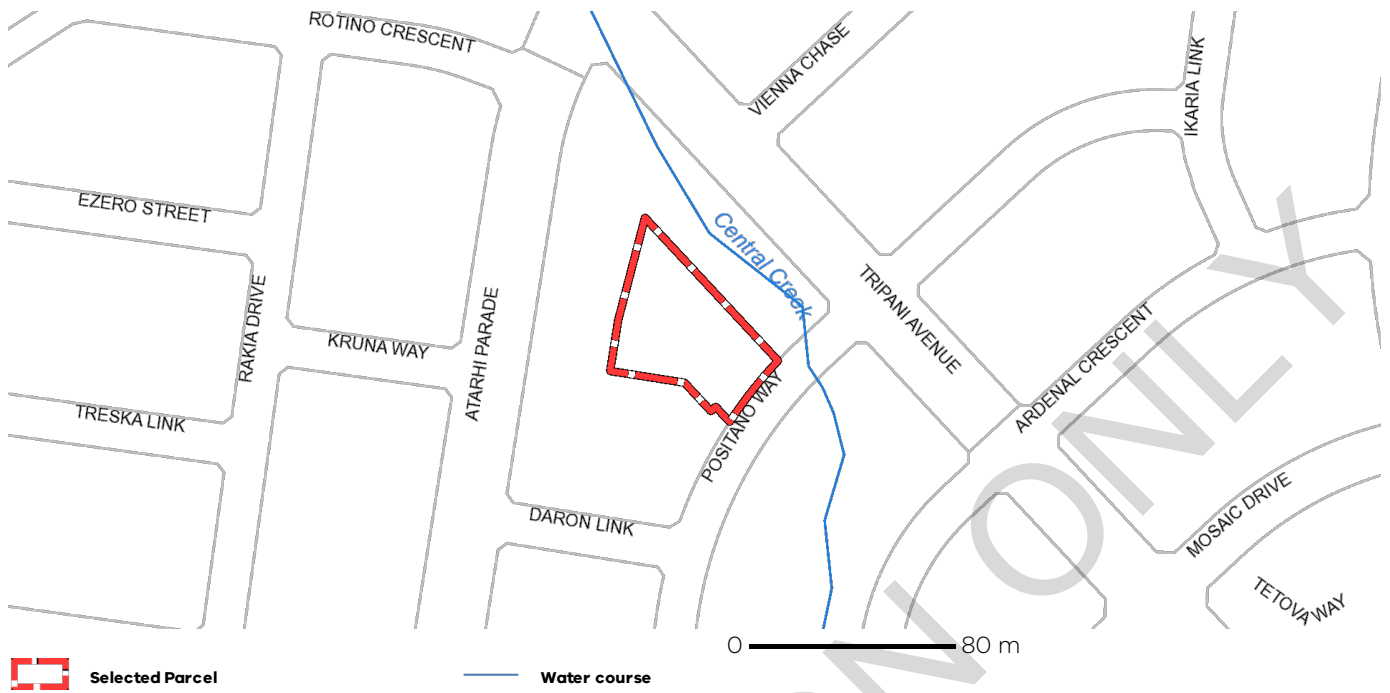
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	20	20
Lot 8	20	20
Lot 9	20	20
Lot 10	20	20
Lot 11	20	20
Lot 12	20	20
Lot 13	20	20
Lot 14	20	20
Lot 15	20	20
Lot 16	20	20
Lot 17	20	20
Lot 18	20	20
Total	360.00	360.00

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.

Area Map



Selected Parcel

Water course

From www.planning.vic.gov.au at 17 December 2025 10:23 AM

PROPERTY DETAILS

Lot and Plan Number: **Lot 1 PS720615**
Address: **G10/19 POSITANO WAY LALOR 3075**
Standard Parcel Identifier (SPI): **1\PS720615**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **948984**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 8 C3**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

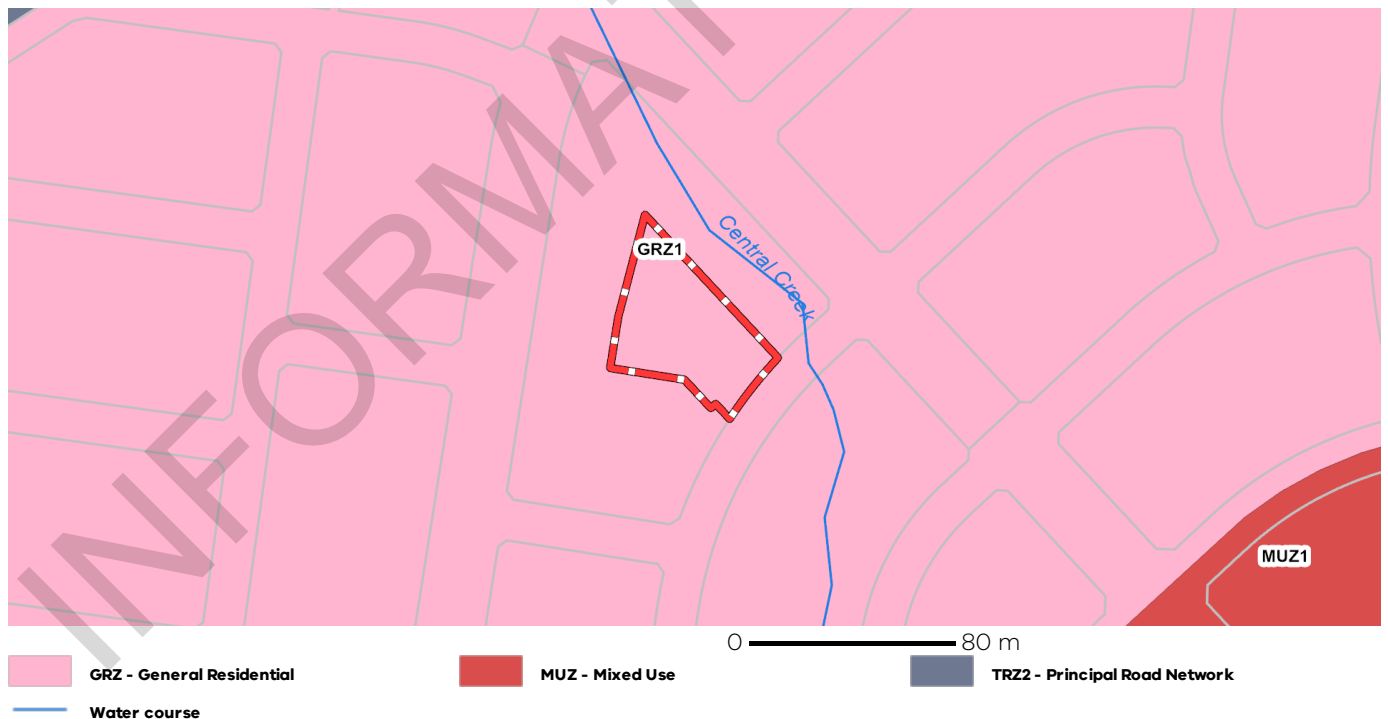
Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

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

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



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

Planning Overlays

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 20 \(DPO20\)](#)



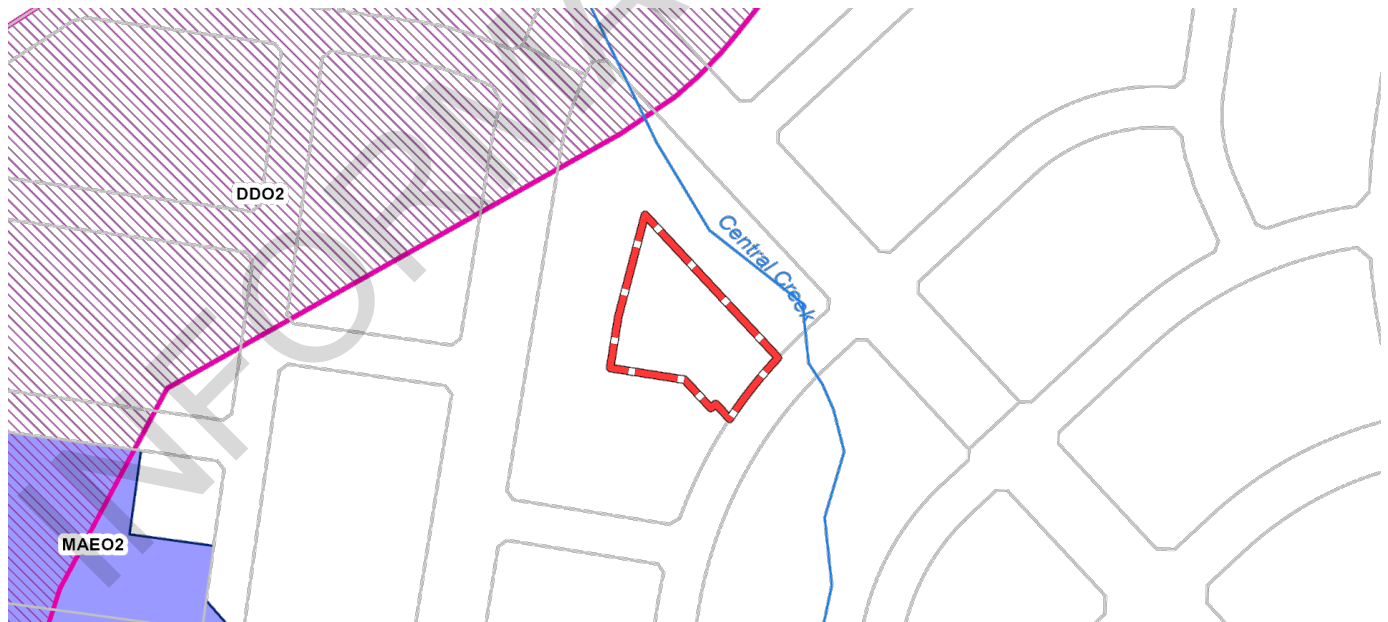
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[MELBOURNE AIRPORT ENVIRONS OVERLAY \(MAEO\)](#)



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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 17 December 2025.

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

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

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

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

**This parcel is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.**

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

16th December 2025

Perfect Choice Conveyancing Services C/- Triconvey
LANDATA

Dear Perfect Choice Conveyancing Services C/- Triconvey,

RE: Application for Water Information Statement

Property Address:	19 POSITANO WAY LALOR 3075
Applicant	Perfect Choice Conveyancing Services C/- Triconvey LANDATA
Information Statement	30998187
Conveyancing Account Number	7959580000
Your Reference	638708

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	G10/19 POSITANO WAY LALOR 3075
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	G10/19 POSITANO WAY LALOR 3075
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

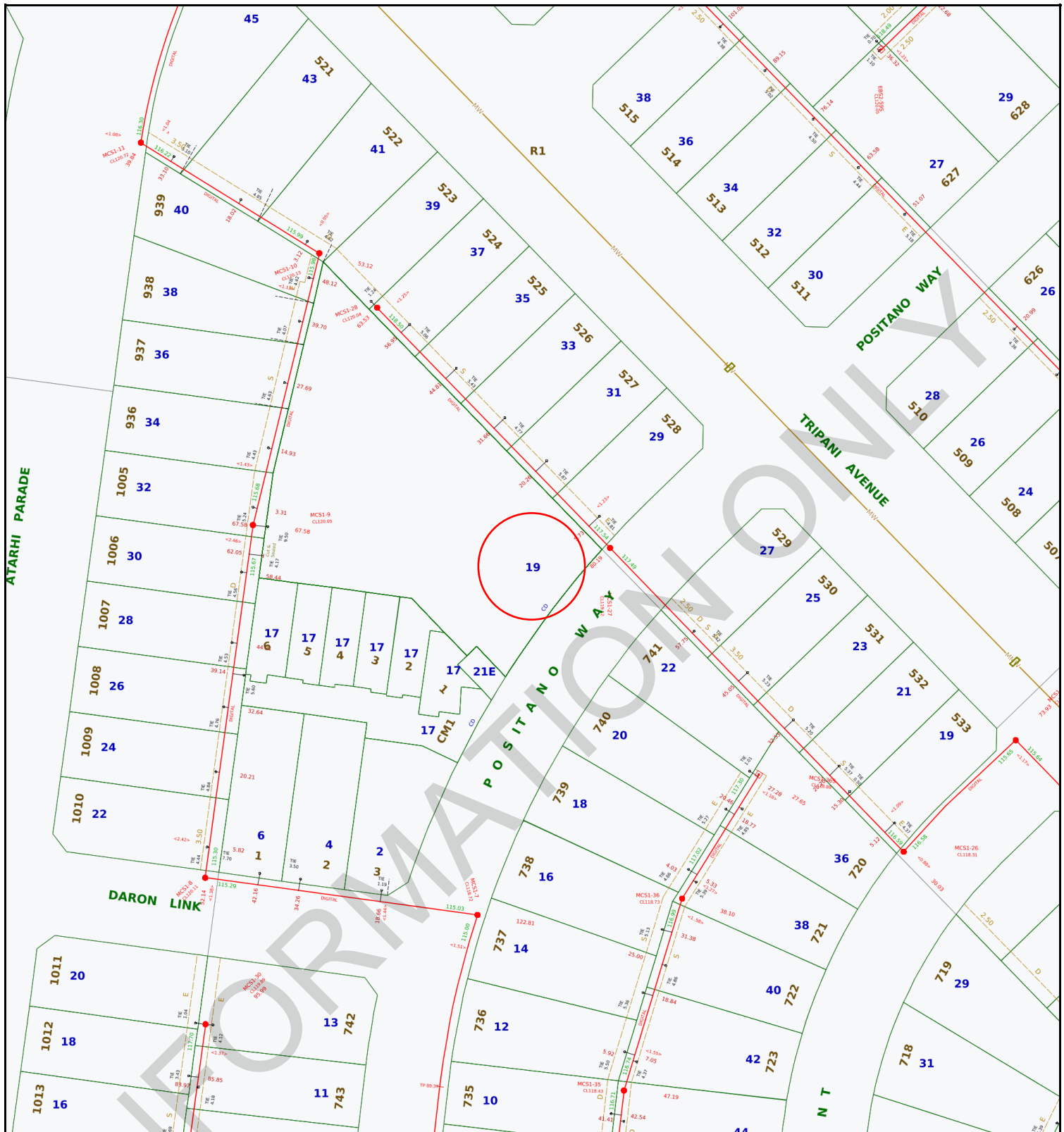
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30998187**

Address 19 POSITANO WAY LALOR 3075

Date 16/12/2025

Scale 1:1000



ABN 93 066 902 501

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

Perfect Choice Conveyancing Services C/- Triconvey
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3138451030
Rate Certificate No: 30998187

Date of Issue: 16/12/2025
Your Ref: 638708

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT G10/19 POSITANO WAY, LALOR VIC 3075	1\PS720615	5092837	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$0.00
Residential Usage Charge		\$0.00	\$0.00
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$0.00
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$0.00
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$0.00
Residential Water and Sewer Usage Charge		\$0.00	\$0.00

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		\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

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

activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

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

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

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

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

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

INFORMATION

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: 5092837

Address: UNIT G10/19 POSITANO WAY, LALOR VIC 3075

Water Information Statement Number: 30998187

HOW TO PAY



Billers Code: 314567
Ref: 31384510300

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / PERFECT CHOICE CONVEYANCING SERVICES

Your Reference:	NORTH SUBURBAN - 10/19 P
Certificate No:	94651104
Issue Date:	16 DEC 2025
Enquiries:	ESYSPROD

Land Address: 19 POSITANO WAY LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42612154	1	720615	11619	918	\$0.00

Vendor: NORTH SUBURBAN INVESTMENTS PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
NORTH SUBURBAN INVESTMENTS TRI	2025	\$110,000	\$1,375.50	\$0.00

Comments: Land Tax of \$1,375.50 has been assessed for 2025, an amount of \$1,375.50 has been paid.

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

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$470,000
-------------------------------	-----------

SITE VALUE (SV):	\$110,000
------------------	-----------

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

Notes to Certificate - Land Tax

Certificate No: 94651104

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$110,000

Calculated as \$975 plus (\$110,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,700.00

Taxable Value = \$470,000

Calculated as \$470,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 94651104

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 94651104

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / PERFECT CHOICE CONVEYANCING SERVICES

Your Reference:	North Suburban - 10/19 Positan
Certificate No:	94651104
Issue Date:	16 DEC 2025
Enquires:	ESYSPROD

Land Address: 19 POSITANO WAY LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42612154	1	720615	11619	918	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$470,000
SITE VALUE:	\$110,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94651104

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / PERFECT CHOICE CONVEYANCING SERVICES

Your NORTH SUBURBAN - 10/19

Reference: POSITAN

Certificate No: 94651104

Issue Date: 16 DEC 2025

Land Address: 19 POSITANO WAY LALOR VIC 3075

Lot	Plan	Volume	Folio
1	720615	11619	918

Vendor: NORTH SUBURBAN INVESTMENTS PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94651104

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 94651106

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 94651106

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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



North Suburban Investment Pty Ltd
PO Box 2109
ROXBURGH PARK VIC 3064

Assessment number: **0948984**

 To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: **E71C5BEA5Z**

Issue date: **05/08/2025**

Instalment 1

\$413.20

Due By 30/09/2025

* If full payment of the instalment 1 amount is not received by **30 September 2025**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$410.00**

Due By 30/11/2025

Instalment 3 **\$410.00**

Due By 28/02/2026

Instalment 4 **\$410.00**

Due By 31/05/2026

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$1,643.20**

Due By 15/02/2026

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.

Property Details Unit 10 19 Positano Way LALOR VIC 3075

LOT 1 PS 720615V

Owner: North Suburban Investment Pty Ltd

Ward: Lalor

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$100,000	\$470,000	\$23,500
Level of value date 01/01/2025	Valuation operative date 01/07/2025	
AVPCC 120.2 Single Strata Unit		

State Government Charges

ESVF Fixed charge (Res) 1 x 136.00	\$136.00
ESVF Variable Levy (Res) 470,000 x 0.00017300	\$81.31
Waste Landfill Levy Res/Rural 1 x 105.85	\$105.85

Please call 1300 819 033 for all questions about the Emergency Services & Volunteers Fund

Council Rates And Charges


General rate 23,500 x 0.04728680	\$1,111.24
Waste Service Charge (Res/Rural) 1 x 208.80	\$208.80
Total	\$1,643.20

Payments received after 5 Aug 2025 may not be included on this notice

How to pay

 whittlesea.vic.gov.au



 Phone **1300 301 185**



 **Council Offices**

See the back of this notice for opening hours and locations

BPAY



Bill Code: 5157
Ref: 0948984

BPAY this payment via internet or phone banking


FlexiPay

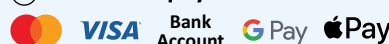


Set up your flexible payment options.



Scan the QR code or visit

 whittlesea-pay.enotices.com.au



Post Billpay



Billpay Code: 0350
Ref: 9489843

Pay in person at any post office:

 **131 816** or  postbillpay.com.au

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 9489843



*350 9489843

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2025/26 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2025. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2026.

Payment plans

You can apply for an interest free payment plan at whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Alternatively you can contact us about an interest free arrangement or payment plan, or a deferral by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Assessments with a current payment plan are not charged interest.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

Council has complied with the Victorian Government's rate cap of 3%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

17 June 2025

Emergency services and volunteers fund

Council must collect the Emergency Services and Volunteers Fund on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012* and section 20C of the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Bill 2025*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Emergency Services and Volunteers Fund purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence.

Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170.

Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as Farm Land, an application must be completed online between 1 February and 30 April. The application link can be found on Council's website whittlesea.vic.gov.au

You may also apply for a single farming enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2025 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Direct debit

You can set up a direct debit (annual, quarterly, monthly, fortnightly or weekly) at whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Direct debits end by 31 May 2026

Accepted payment methods

The payment methods shown on the front of this notice are the only accepted payment methods.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Access free and discounted waste disposal vouchers through Council's website. Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04728680	\$1,111.24
Farm*	0.02837208	\$666.74

* Eligible ratepayers can apply for farm rate. Please see Council's website for details on how to apply.



**City of
Whittlesea**

South Morang
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

Whittlesea
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

Locked Bag 1, Bundoora MDC VIC 3083

info@whittlesea.vic.gov.au

whittlesea.vic.gov.au



**Free telephone
interpreter service**

131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 11 Owners Corporations Regulations 2007
Subdivision Act 1988

As at 18/12/2025

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **18/12/2025**.
You should obtain an update over the phone immediately prior to settlement.

1. OWNERS CORPORATION DETAILS

Plan Number: **PS 720615V**
Address of Plan: **19 Positano Way, Lalor**
Lot Number this Statement relates to: **Lot 1**

2. CERTIFICATE DETAILS

Vendor: **North Suburban Investments Pty Ltd**

Purchaser:
Address:
Phone/Email:

3. CURRENT ANNUAL LEVY FEES FOR LOT 1

The present fees for the above Lot are **\$2,327.24** per annum.
For the year **(01/01/2025 - 31/12/2025)** paid **Quarterly**.

Period	Amount	Due Date	Status	Outstanding
01/01/2026	\$581.81	01/01/2026	Not yet due	\$0.00
01/04/2026	\$581.81	01/04/2026	Not yet due	\$0.00
01/07/2026	\$581.81	01/07/2026	Not yet due	\$0.00
01/10/2026	\$581.81	01/10/2026	Not yet due	\$0.00

If settlement should occur on or after any due date the next fee instalment will also be due and payable plus a top up fee if the budget increased at the AGM.

4. Unpaid fees and levies presently total **\$0.00**,
Plus penalty interest totalling **\$0.00**
Lot Credit: **\$0.00**

5. SPECIAL LEVIES

The following Special Levies have been raised and are payable on the dates indicated below:-

Due Date	Amount	Details	Status

6. OTHER CHARGES

There are currently no additional charges payable by Lot 1 that relate to work performed by the Owners Corporation or some other act that incurs additional charges.

7. FUNDS HELD BY OWNERS CORPORATION

The Owners Corporation holds the following funds as at 18/12/2025

Cash at Bank	Amount
Administrative Fund	\$5,094.94
Maintenance Fund	\$3,531.81

8. The Owners Corporation currently has the following insurance cover in place:

Policy No	Insurer	Type	Sum	Premium
HU0006122052 01/07/2025 - 01/07/2026	CHU Strata Insurance	Building/Common Property	\$7,010,000.00	\$17,456.28
		Loss of Rent/Temp Accommodation	\$1,051,500.00	15%
		Community Property	\$70,100.00	
		Public Liability	\$30,000,000.00	
		Voluntary Workers	\$200,000.00 (\$2,000.00 per week)	
		Fidelity	\$250,000.00	
		Catastrophe	\$1,051,500.00	
		Catastrophe	\$157,725.00	Rent/Temporary Accommodation (15%)
		Catastrophe	\$52,575.00	Escalation in Cost of Temporary Accommodation (5%)
		Catastrophe	\$52,575.00	Cost of Storage & Evacuation (5%)

9. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act. Where the Owners Corporation has done so, the date the resolution was made is .

10. CONTINGENT LIABILITIES

Are there any liabilities of the Owners Corporation that are not covered by annual fees, specials levies and repairs and maintenance as set out in (3) to (6) above? If so, then provide details: Any Occupational Health and Safety hazards or Essential Services repairs reported are not accounted for in the budget and may be funded by striking a special levy. - **NIL**

11. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

- Gardening Services - Common area lawns and gardens maintenance.
- Waste Management.

12. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The Owners Corporation has not granted any authorities or dealings affecting the Common Property.

13. AGREEMENTS TO PROVIDE SERVICES

The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows - **NIL**

14. NOTICES OR ORDERS

The Owners Corporation has no notices or been served orders in the last 12 months that have not been satisfied.

15. CURRENT OR FUTURE PROCEEDINGS

The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows - **NIL**

16. APPOINTMENT OF AN ADMINISTRATOR

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

17. PROFESSIONAL MANAGER DETAILS

Name of Manager:	GIA Owners Corporation Pty Ltd
Address of Manager:	PO Box 352, BATMAN VIC 3058
Telephone:	03 9355 8767
Email Address:	info@giaownerscorp.com.au

18. DOCUMENTS REQUIRED - To be attached to the Owners Corporation Certificate are:

A copy of the Minutes of the last Annual General Meeting of the Owners Corporation
A copy of the consolidated rules registered at Land Victoria
A copy of Schedule 3 of the Owners Corporation regulations 2007 entitled "statement of advice and information for prospective purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation register by making written application to the Manager.

*Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.*

IMPORTANT

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

*The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.*

Syed Mehdi

Date of Issue:

18/12/2025

Ph: 03 9355 8767
syed@giaownerscorp.com.au

Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation

Prepared By: Syed Mehdi

Payment Details:



**Bill Code: 96503
Ref: 28803016614041**

Mobile & Internet Banking - BPAY
Make this payment from your preferred bank account

**Owners Corporations Regulations 2007
SCHEDULE 2**

Form 2

Owners Corporations Regulations 2007 Reg. 12

**STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE
PURCHASERS AND LOT OWNERS**

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. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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.

GIA OWNERS CORPORATION

PO BOX 352, Batman VIC 3058

P. 03 9355 8767

info@giaownerscorp.com.au

www.giaowners corp.com.au



02 April 2025

MINUTES OF ANNUAL GENERAL MEETING OF OWNERS CORPORATION PS 720615V 19 Positano Way, LALOR, VIC 3075

The Annual General Meeting of the above-mentioned Owners Corporation was held on:

Date: Thursday, 27 March 2025

Time: 3:00PM

Location: Online via Microsoft Teams

ATTENDANCE, APOLOGIES AND PROXIES

- 1.1 Non-Member in Attendance: Syed Mehdi of GIA Owners Corporation.
- 1.2 Apologies: Nil.
- 1.3 Proxies: 2.
- 1.4 Attendance:

Lot No.	Member name	Lot No.	Member name
14	GIA Owners Corporation (As Proxy)	16	Mr. Simeon Debreceni (As Proxy)

AGENDA

1.0 ELECT A CHAIRPERSON OF THE MEETING

- 1.1 Mr Syed Mehdi chaired the meeting.
- 1.2 Mr Syed Mehdi as the OC Manager took the minutes.
- 1.3 The meeting commenced at 3:00 PM.
- 1.4 The manager confirmed that Quorum was not achieved. However, the members agreed to proceed with the meeting on the basis that all decisions made would be Interim decisions, actionable 29 days after the meeting and in compliance with S.78 of the OC Act 2006.

2.0 PREVIOUS MINUTES

The members present adopted the minutes of the previous Annual General Meeting as confirmed.

3.0 REPORTS

- 3.1 The Manager's Report was adopted as delivered.
- 3.2 No committee report was presented.
- 3.3 It was confirmed that no VCAT or legal matters affected the OC.
- 3.4 It was confirmed that no maintenance plan is in place.
- 3.5 It was confirmed that penalty interest was not waived during the past financial year. The manager would retain discretion over removal of penalty interest charges.

4.0 INSURANCE REVIEW

The current OC insurance policy documentation was noted as being delivered.

The manager advises that, the owners corporation is obliged to maintain reinstatement insurance sufficient to cover all costs involved in rebuilding the property to the same size and standards as to when new. This includes Architects/Engineers fees, Demolition, Debris removal, Town Planning charges, Connection of utilities and reinstatement of common services such as drainage.

It was confirmed a valuation was received on 10 JAN 2025 which means that The Owners Corporation will consider the matter in the 2030 AGM or earlier if needed.

Members are advised that in lieu of further instructions from the committee, the manager as required under Part 3 Division 6 of the Owners Corporations Act 2006, will continue the

insurance cover on all the land and property in which the Owners Corporation has an insurable interest. The cover will be placed by the manager based on the recommendation by the Insurer or Broker.

MEMBERS ARE REMINDED that.

- The Owners Corporation's Insurance policy does not cover contents or the owner's chattels including carpets and floating floors inside the units.
- Each Owner should maintain appropriate insurance cover including personal public liability.
- Landlords are also advised to have Landlords Contents Cover and should advise their tenants to obtain appropriate cover also.

5.0 FINANCIAL STATEMENTS

The Chairperson indicated that the financial statements had been provided as part of the AGM Notice and Agenda.

- 5.1 Statements of Financial Performance for the year ended 31.12.2024 for OC1 were adopted, and it was confirmed that the Financial Statements presented were an accurate record.

6.0 BUDGET – ADMINISTRATION FUND

- 6.1 The budget for the current financial year has been set and fees to the total sum (ex GST) of \$41,090.00 for OC1 will be struck to meet the anticipated expenses of the Owners Corporation for the year.

- 6.2 The administration budget will be levied in accordance with Section 23 of the *Owners Corporations Act 2006* based on lot liability, by notice from the manager, annually and in advance.

Note, an adjustment may be required to the periodic charges to enable the collection of the full amount of the agreed budget within the financial year.

- 6.3 Penalty interest is to be charged on fees in arrears greater than 30 days at the interest rate payable under the *Penalty Interest Rates Act 1983* (currently 10%).

- 6.4 Debt collection- The services of a debt collection agency and/or legal firm for the purpose of collecting overdue Owners Corporation fees would be engaged, and if required the matter can be filed with a court of competent jurisdiction which may include but not be limited to, the Victorian Civil Administrative Tribunal or the Magistrates Court of Victoria and the County Court of Victoria.

6.4.1 Members are advised that the costs incurred by the Owners Corporation, in recovering fees and levies due under Section 32 of the *Owners Corporations Act 2006*, will be fully recoverable.

6.4.2 The members of the Owners Corporation resolved that all costs and expenses arising out of any default or breach by a lot and/or the occupier of that lot, of an obligation imposed on that lot under the *Owners Corporations Act 2006*, the Regulations, these and any other Rules and all relevant laws, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise, shall be payable by the lot in default or breach.

6.4.3 The costs, charges, and expenses shall be due and payable as a debt due by the lot in default or breach to the Owners Corporation and this debt will be struck as a special levy against the lot in default.

6.4.4 The members resolved that all debts greater than \$1,000.00 will be eligible for recovery.

- 6.5 It was further resolved that a MAINTENANCE FUND will be established for the sum of \$3800.00 per annum which equates to \$200.00 per annum per lot. Fee notices will be issued during the course of the year to enable collection of this amount.

7.0 DELEGATIONS AND APPOINTMENTS

Pursuant to Section 11 of the Owners Corporations Act 2006;

- 7.1 Due to insufficient attendance, no committee was formed.

- 7.2 A Chairperson for the owners corporation was not confirmed.

- 7.3** Based on the terms of the contract of appointment, The Owners Corporation delegates to the Manager powers and functions to perform their duty as manager and secretary of the OC.
- 7.4** GIA Owners Corporation Management will continue to undertake its duties and functions as the Owners Corporation manager in line with the management agreement.

8.0 GENERAL BUSINESS

- 8.1** It was requested that a ballot be conducted seeking a special resolution to be passed appointing the Manger of the OC "TO PROVIDE A SERVICE". That service being, the potential collective repairs and ongoing maintenance of the balconies.

IT WAS ACKNOWLEDGED that the Owners Corporation is the Person in Control of a business undertaking with regard to the common property and for the purposes of OH&S Legislation.

With there being no further items in the agenda, the meeting was closed at 3:47pm

GIA OWNERS CORPORATION
ON BEHALF OF OC 720615V-1



MEETING CHAIRPERSON:
DATE: 02/04/2025

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 14 working 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*.

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 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

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