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CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 31 79 Lancefield Drive CAROLINE SPRINGS VIC 3023

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

* Particulars of sale; and
* Special conditions, if any; and
* General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the 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 of person signing: ……

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") ……..

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

SIGNED BY THE VENDOR…… on …..../…..... /20……

Print name of person signing MOHAMED YABUDEEN BIN MOHAMED SALAHUDEEN

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") ……..

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period Section 31
Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that your 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.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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.

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PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

XYNERGY REALTY
114-116 Queen Street ALTONA VIC 3018

Tel: Fax: Ref: ENDRU YAO Email: endru@xynergy.com.au

VENDOR

MOHAMED YABUDEEN BIN MOHAMED SALAHUDEEN

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-23/27724 Email: settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11446/458	31	PS 706426E

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
31 79 Lancefield Drive Caroline Springs Vic 3023

GOODS SOLD WITH THE LAND
(general condition 6.3(f))

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

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PAYMENT

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business'** or '**going concern'** in this box:

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

SETTLEMENT (general condition 17 & 26.2)

Is due on

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

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

LEASE (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are:
Residential tenancy agreement for a fixed term ending
Periodic residential tenancy agreement determinable by notice
Lease for a term ending…….with…….option to renew, each of…… years

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) – **NOT APPLICABLE AT AUCTION**

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

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SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

1. Purchaser's inspection and investigation.

1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

1.1.1 Has made investigations and accepts the structures, improvements and land as to the current nature, quality, condition and state of repair.

1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.

1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and

1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.

1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

1.2 The Vendor gives no warranty:

1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.

1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use

1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations

1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.

1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering into this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering into this Contract.

CLAIMS BY PURCHASER

1.4 The Purchaser shall make no objection, claim compensation or delay settlement or payment of the balance of the purchase price because of anything in connection with:

1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.

1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.

1.4.3 The nature of quality and classification of the soil and subsoil of the land.

1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable 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.

2.2 The nominee must pay the additional professional fees to Vendor's Conveyancers of $220.00 for the nomination.

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3. Extension request

The Purchaser shall pay to the Vendor's representative the sum of $220.00 for each extension made to the finance and/or deposit payment due date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.

4. Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or request an extension or variation to the Due Date, the Purchaser must pay the Vendor's representative $220.00 at the at the settlement for each request.

5. Adjustments

Statement of Adjustments and all relevant certificates must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of $220.00 for the delay in receiving the Statement of Adjustments and all relevant certificates.

6. Default not remedy

General conditions 35.4 of the contract of sale is added:
Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

6.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
6.2 Penalties, interest and charges incurred as a result of not being settle a purchase of another property; and
6.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

7. Amendments

General Condition 6.1 is deleted.

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Contract of Sale of Land - 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 be half, 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 nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

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(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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date for settlement.

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

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This

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general condition 11.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

13.3 The vendor is taken to 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.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

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(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16. BANK GUARANTEE

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

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16.2 In this general condition:

(a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

(a) the electronic lodgement network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic 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 lodgment.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;

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

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

19. GST

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

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

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after

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settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late

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payment of the amount.

25. GST WITHHOLDING

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

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

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

despite:

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

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

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

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

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

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

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgment network.

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

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

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

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

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32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

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GUARANTEE and INDEMNITY

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

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

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

(a) any neglect or forbearance on the part of the Vendor 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 for any such payment performance or observance;

(d) by reason of the Vendor 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 me/us, my/our executors or administrators.

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....) .....
in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....) .....
in the presence of:) Director (Sign)
)
Witness.....)

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SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	MOHAMED YABUDEEN BIN MOHAMED SALAHUDEEN
Property:	31 79 Lancefield Drive CAROLINE SPRINGS VIC 3023

VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING
Shop
328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133
Fax: 03 9364 0022
Email: settlement2@easylinkconveyancing.com.au

Ref: HN-23/27724

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SECTION 32 STATEMENT

31 79 LANCEFIELD DRIVE CAROLINE SPRINGS VIC 3023

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

Their total does not exceed $5,000.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

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(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: MELTON PLANNING SCHEME
Responsible Authority: MELTON CITY COUNCIL
Zoning: GRZ General Residential Zone
Planning Overlay/s: See attached reports

32D NOTICES

(a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Owners Corporation in respect of the land is INACTIVE. It has not, in the past 15 months, had an Annual General Meeting, fixed any fees or held any insurance.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

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32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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 before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

(a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
(b) In any other case, a copy of -
(i) the last conveyance in the Chain of Title to the land; or
(ii) any other document which gives evidence of the Vendors title to the land.
(c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
(d) In the case of land that is subject to a subdivision -
(i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
(ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
(e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
(i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
(ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
(iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
(iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
(f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
(i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
(ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

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SECTION 32 STATEMENT

31 79 LANCEFIELD DRIVE CAROLINE SPRINGS VIC 3023

DATE OF THIS STATEMENT [ ] / [ ] /20 [ ]

22/9/2023

Name of the Vendor

MOHAMED YABUDEEN BIN MOHAMED SALAHUDEEN

Signature/s of the Vendor

x DocuSigned by: Mohamed Yabudeen Bin Mohamed Salahudeen 2C89CCC2DC1D444...

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT [ ] / [ ] /20 [ ]

Name of the Purchaser

Signature/s of the Purchaser

x

.

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Register Search Statement - Volume 11446 Folio 458

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

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

VOLUME 11446 FOLIO 458 Security no : 124107206418N
Produced 28/06/2023 12:56 PM

LAND DESCRIPTION

Lot 31 on Plan of Subdivision 706426E.
PARENT TITLE Volume 11210 Folio 743
Created by instrument PS706426E 13/09/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MOHAMED YABUDEEN BIN MOHAMED SALAHUDEEN of 85 LOROUG MAAROF BAUGSAR PARK 59100 KUALA LUMPUR MALAYSIA
AK646399C 10/10/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK646400W 10/10/2013
WESTPAC BANKING CORPORATION

COVENANT PS706426E 13/09/2013
Expiry Date 01/07/2023

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
AK538481W 20/08/2013

DIAGRAM LOCATION

SEE PS706426E 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 31 79 LANCEFIELD DRIVE CAROLINE SPRINGS VIC 3023

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ADMINISTRATIVE NOTICES

NIL

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

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS706426E

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 28/06/2023, for Order Number 80098204. Your reference: HN-23/27724.

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© St DocuSign Envelope ID: F3996567-FA1F-41EA-8ADB-591084BD560A / process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

AK538481W 13
20/08/2013 $113 173 198

The informa
under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Planning and Environment Act 1987

Lodged by:
Name: TISHER LINER FC LAW
Phone: 8600 9333
Address: Level 2, 333 Queen Street, Melbourne, 3000
Ref: JT/WL 120016
Customer Code: 1662T

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

Land: *(insert name and address)*

Certificate of Title Volume 11210 Folio 743

Authority: *(insert name and address)*

Melton City Council of 232 High Street, Melton, 3337

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 Responsible Authority:

.....

Name of Officer *(full name)*: .....Steven Finlay.....

Date:

The 7th **day of** August **2013**

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Agreement under Section 173 of the Planning & Environment Act 1987

AK538481W
20/08/2013 $113 173

DATED 23 / 07 /2013

MELTON CITY COUNCIL

AND

SELLER'S MARKIT NEWLOOK DEVELOPMENTS PTY LTD (ACN 148 968 469)

Subject Land: 79-89 Lancefield Drive, Caroline Springs, 3023

TISHER, LINER FC LAW
Lawyers
Level 2, 333 Queen Street
MELBOURNE VIC 3000
Tel: 8600 9333
Fax: 9670 6359
DX 181 Melbourne
Ref: JT:WL:120016

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Agreement under Section 173 of the Planning and Environment Act 1987

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It is agreed that: 1

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Agreement under Section 173 of the Planning and Environment Act 1987

THIS AGREEMENT is made the 23rd day of July 2013

Parties

MELTON CITY COUNCIL
of 232 High Street, Melton, Victoria 3337

AK538481W
20/08/2013 $113 173

("Council")

AND

SELLER'S MARKIT NEWLOOK DEVELOPMENTS PTY LTD (ACN 148 968 469)
of 18 Lawson Way, Caroline Springs, 3023

("Owner")

Background

A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.

B. The Owner is the registered proprietor of the Subject Land.

C. On 4 April 2012, Council issued Planning Permit No. PA2011/3447 ("the Permit") allowing the Subject Land to be developed into 35 Dwelling consisting of 19 Triple Storey Dwellings and 16 Double Storey Dwellings and the Subject Land to be subdivided into 35 lots in accordance with the Endorsed Plan. Conditions 8, 9 and 10 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in those conditions.

D. Conditions 8, 9 and 10 provide that:

"8. Before the occupation of the development starts, and prior to the issue of a statement of compliance for the subdivision, the area(s) set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:

- Constructed
- Properly formed to such levels that they can be used in accordance with the plans
- Sealed with a concrete or asphalt surface
- Drained
- Linemarked to indicate each car space and all access lanes
- Clearly marked to show the direction of traffic along access lanes and driveways to the satisfaction of the Responsible Authority. Car spaces, access lanes and driveways must be kept available for these purposes at all times

9. Two (2) visitor car-parking spaces must be provided on the site in stage 1 and clearly marked as such to the satisfaction of the Responsible Authority prior to the issue of a Statement of Compliance for the subdivision of stage 1.

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10. Five (5) visitor car-parking spaces must be provided on the site in stage 2 and clearly marked as such to the satisfaction of the Responsible Authority prior to the issue of a Statement of Compliance for the subdivision of stage 2."

E. The Owner of the Land must enter into a Section 173 Agreement to require the development of the land in accordance with Planning Permit No. PA2011/3447. The Statement of Compliance will not be issued until a Dealing Number from the Titles Office is provided to Council to ensure its registration on each lot authorised by this Permit.

F. The Owner and the Council enter into this Agreement:

- to give effect to the Conditions in the Permit;
- to enable requirements specified in the Permit as set out in these recitals to be deemed to be met upon execution of this Agreement.
- To achieve and advance the objectives of planning in the State of Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

It is agreed that:

1. Definitions

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

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

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

"**Endorsed Plan**" means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the planning permit;

"**Lot**" means a lot shown on the Plan of Subdivision;

"**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 Subject Land or any part of it;

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

"**Party**" or "**Parties**" means the Owner and Council under this Agreement as appropriate;

"**Planning Permit**" means the Permit referred to in Recital C of this Agreement;

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"**Planning Scheme**" means the Melton Planning Scheme and any other planning scheme which applies to the Subject Land;

"**Plan of Subdivision**" means plan of subdivision number PS706426E;

"**Subject Land**" means the land referred to in Certificate of Title Volume 11210 Folio 743, known as Lot S3 on Plan of Subdivision PS636268J and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement, unless the context admits otherwise:

(a) the singular includes the plural and the plural includes the singular;

(b) a reference to a gender includes a reference to each other gender;

(c) a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

(d) if a party consists of more than one person, this Agreement binds them jointly and each of them severally;

(e) a reference to a statute shall include any statutes amending, consolidating or replacing them and any regulations made under such statutes;

(f) all headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement;

(g) the Recitals to this Agreement are and will be deemed to form part of this Agreement, including any terms defined within the Recitals;

(h) a reference to the words "Planning Scheme" includes any planning control in the form of or similar to a planning scheme and being a successor to the Whittlesea Planning Scheme;

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(i) a term used in this Agreement has it 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.

(j) The obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a Lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Effect of Agreement

Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Act.

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4. Owner's Warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

5. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement shall come into force immediately upon execution by the parties.

6. Specific Obligations of the Owner

6.1 Subject to clause 6.2, the Owner covenants and agrees that the development of the Subject Land will be carried out in accordance with the Permit and that the Owner will comply with the conditions 8, 9 and 10 which are set out in the Permit and Recital D of this Agreement.

6.2 If a variation is required by the Owner and agreed to by the Council in writing, then the conditions in the Permit are deemed to be satisfied if the Owner carries out the works in accordance with the agreed variation.

7. Registration of this Agreement

The Owner must do all things necessary (including signing any further agreement, acknowledgement or document and obtaining the consent of any mortgagee or caveator) to enable the Council to apply to the Registrar of Titles to have this Agreement entered on the relevant certificate or certificates of title to the Subject Land in accordance with Section 181 of the Act.

8. Severability

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

9. Service

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

(i) by delivering it personally to that party;

(ii) by sending it be 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

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(iii) 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.

(b) A notice or other communication is deemed to be served:

(i) if delivered, on the next following business day;

(ii) if posted, on the expiration of two business days after the date of posting; or

(iii) if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day.

10. Costs

The Owner shall immediately pay the reasonable costs and expenses of the Council (including legal expenses) of and incidental to the negotiation, preparation, finalisation, execution, registration and enforcement of this Agreement.

11. No Waiver

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

12. No Fettering of Powers of Council

The Owner agrees this Agreement does not fetter or restrict the power or discretion of the 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.

13. Owner's Obligations Prior to Registration of this Agreement

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

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

(b) execute a deed agreeing to be bound by the terms of this Agreement.

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IN CONFIRMATION of their agreement the parties have executed this Agreement on the date set out at the commencement of this Agreement.

THE COMMON SEAL of **CITY OF MELTON COUNCIL** was hereto affixed on the 23rd day of July 2013 in the presence of:



.....
Councillor

.....
Chief Executive Officer



EXECUTED by **SELLER'S MARKIT NEWLOOK DEVELOPMENTS PTY LTD (ACN 148 968 469)** by being signed by those persons who are authorised to sign on behalf of the Company:

Director

Name: Ian Steven Attard
Address: 18 Lawson Way, Caroline Springs, 3023

Director

Name: Matthew Bernard Selleck
Address: Apartment 2902, 90 Lorimer Street, Docklands 3008

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IN CONFIRMATION of its agreement the Mortgagee has executed this Agreement on the date set out at the commencement of this Agreement.

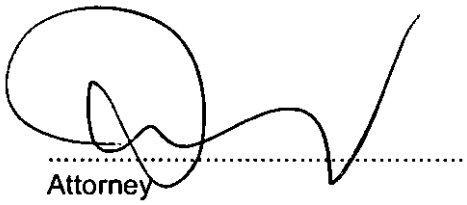
Execution Page

National Australia Bank Limited, pursuant to Mortgage No. AJ423817P, hereby consents to this Agreement by being signed by its authorised persons

EXECUTED by **NATIONAL AUSTRALIA BANK LIMITED** by being signed sealed and delivered in Victoria by its Attorney

CHARLES ROUNDS
PARTNER

who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is file in Permanent Order Book No 277 Page No 025 Item 35) in the presence of:



.....
Attorney



.....
Signature of Witness

ROB LEAW
ASSOCIATE

AK538481W
20/08/2013 $113 173

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Signed by Council: Melton City Council, Council Ref: Sub 3980, Original Certification: 28/02/2013, Recertification: 03/09/2013, S.O.C.: 06/09/2013

	PLAN OF SUBDIVISION	STAGE No.	LRS USE ONLY EDITION 1	PLAN NUMBER PS706426E

LOCATION OF LAND

PARISH: Maribrynong

SECTION: B

CROWN ALLOTMENT: 15 (Part)

CROWN PORTION: -

TITLE REFERENCE: Vol. 11210 Fol. 743

LAST PLAN REFERENCE: PS636268J Lot S3

POSTAL ADDRESS: (At time of subdivision) 79-89 Lancefield Drive Caroline Springs. 3023

MGA94 Co-ordinates (of approx centre of land in plan) E 300525 N 5823905 ZONE: 55

COUNCIL

COUNCIL NAME: Melton Shire Council

COUNCIL REFERENCE: PA2011/3447/1 SUB3980

SPEAR REFERENCE: S023504A

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

STAGING: THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. PA2011/3447/1

THIS IS A SPEAR PLAN
SURVEY: THIS PLAN IS BASED ON SURVEY
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. -

OTHER PURPOSE OF PLAN

To Remove Lot S3 PS636268J from staging provisions under Section 37 **(8)** Subdivision Act 1988

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY,ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

IMPLIED RIGHTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

EASEMENT INFORMATION

LEGEND E - Encumbering Easement, Condition of an Easement or other Encumbrance
A - Appurtenant Easement R - Encumbering Easement (Road)

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	Partywall	0.10	This plan	Relevant abutting lots
E-2	Drainage & Sewerage	See plan	This plan	Lots on this plan
E-3	Drainage	1m	This plan	Lots on this plan

LRS USE ONLY
STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ✓

DATE: 12 / 09 / 2013

LRS USE ONLY
PLAN REGISTERED
TIME 3.53 PM
DATE 13 / 09 / 2013

Mark Cagdas
Assistant Registrar of Titles

SHEET 1 OF 5 SHEETS
ORIGINAL SHEET SIZE A3

anthony ford + ASSOCIATES
Licensed Land Surveyors
Development Consultants
Town Planners
Tel 9370 9925 | Fax 9372 8796 | PO Box 148 Ascot Vale Vic 3032
info@anthonyfordsurveying.com.au | www.anthonyfordsurveying.com.au

DIGITALLY SIGNED BY LICENSED SURVEYOR:
Anthony Ford

REF 1950 VERSION 04

Signed by: Anthony Ian Ford (Anthony Ford & Associates) Surveyor's Plan Version (04) SPEAR Ref: S023504A 28/08/2013

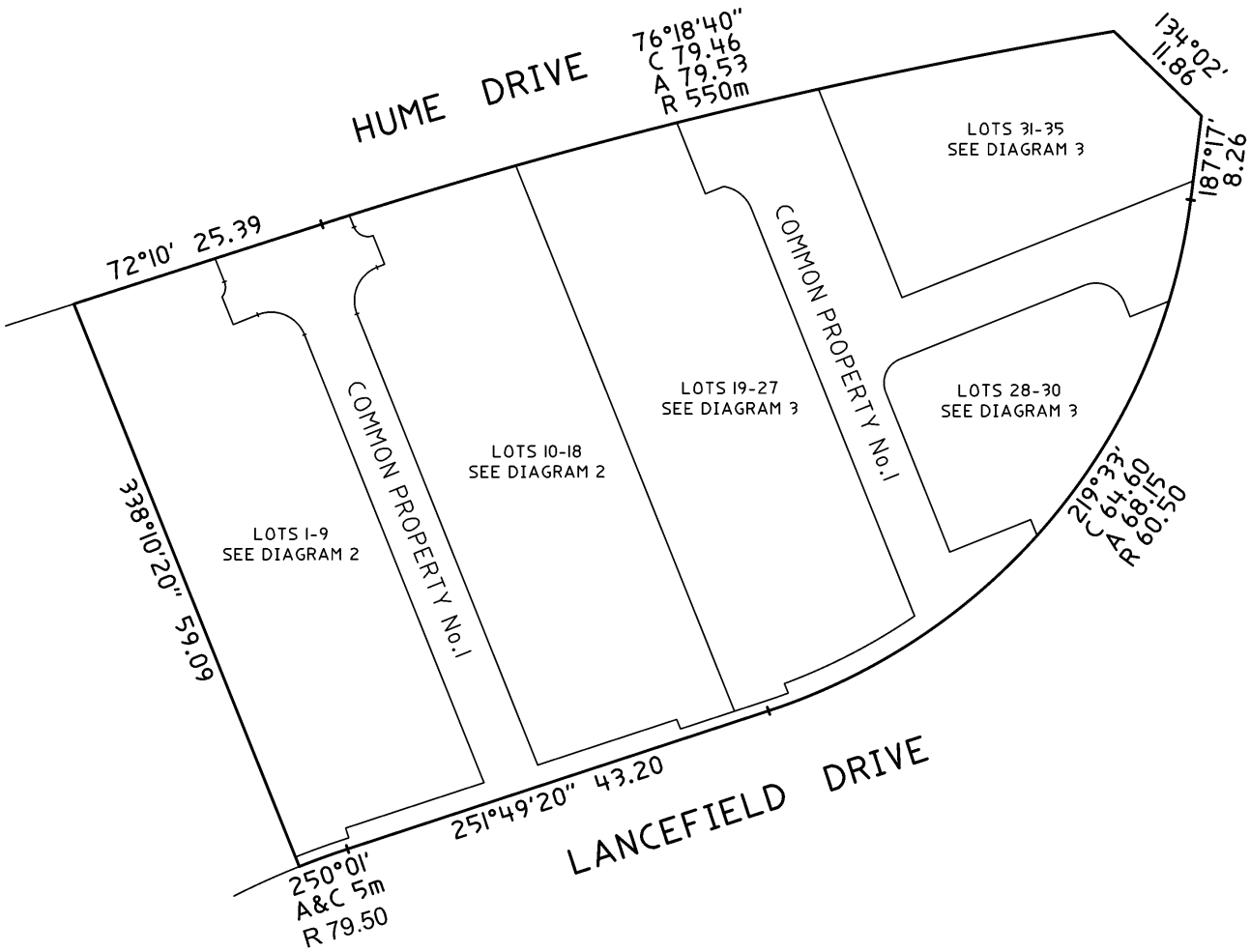
Signed by Council: Melton City Council, Council Ref: Sub 3980, Original Certification: 28/02/2013, Recertification: 03/09/2013, S.O.C.: 06/09/2013

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Signed by: Anthony Ian Ford (Anthony Ford & Associates) Surveyor's Plan Version (04) SPEAR Ref S093504A 28/08/2013

PS706426E

DIAGRAM 1



anthony ford + ASSOCIATES
Licensed Land Surveyors
Development Consultants
Town Planners
Tel 9370 9925 | Fax 9372 8796 | PO Box 148 Ascot Vale Vic 3032
info@anthonyfordsurveying.com.au | www.anthonyfordsurveying.com.au

SCALE
5 0 5 10 15 20 25
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:500

DIGITALLY SIGNED BY LICENSED SURVEYOR:
Anthony Ford

REF 1950 VERSION 04

SHEET 2 OF 5 SHEETS
ORIGINAL SHEET SIZE A3

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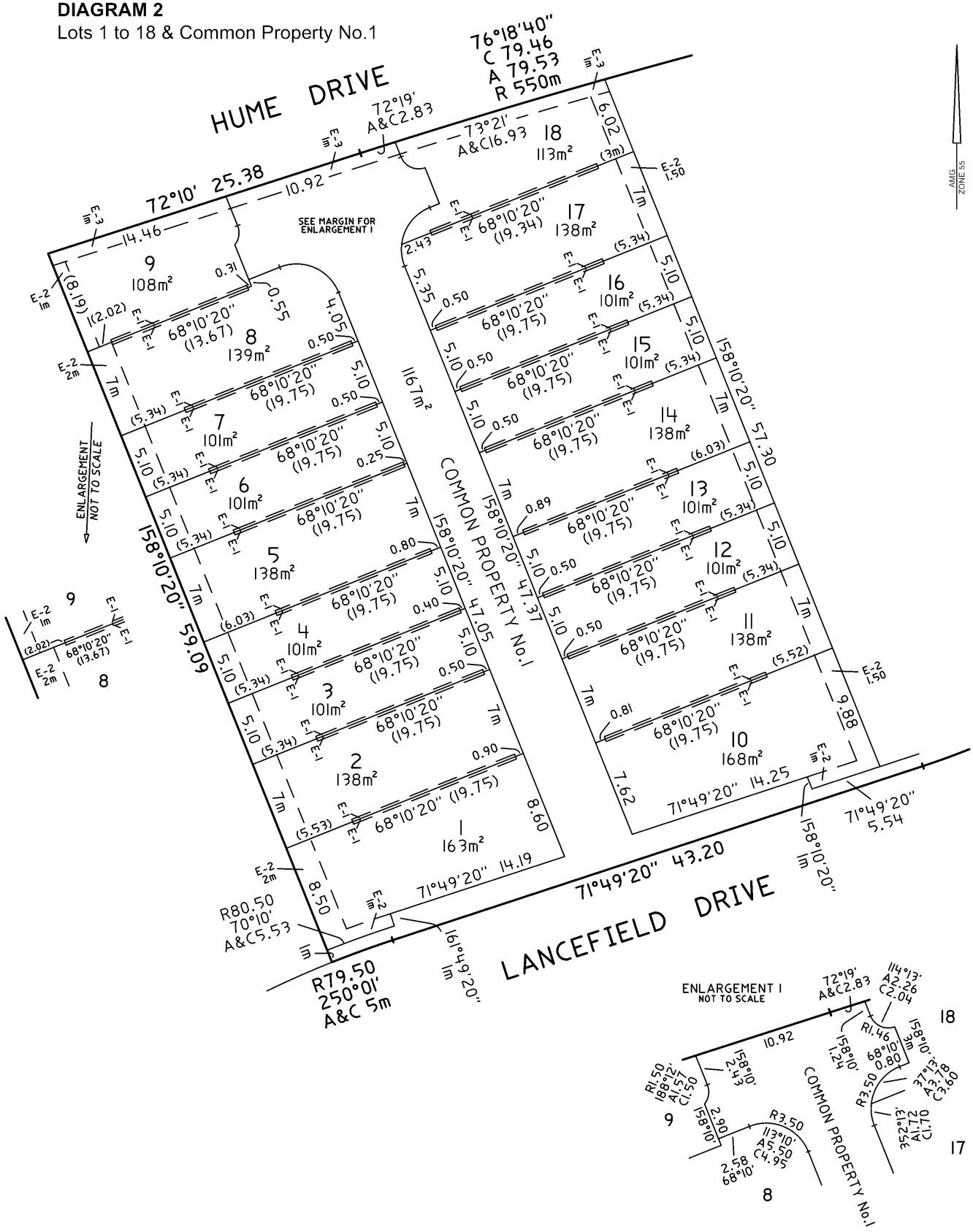
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Signed by Council: Melton City Council, Council Ref: Sub 3980, Original Certification: 28/02/2013, Recertification: 03/09/2013, S.O.C.: 06/09/2013

PS706426E

DIAGRAM 2

Lots 1 to 18 & Common Property No.1



anthony ford + ASSOCIATES Licensed Land Surveyors Development Consultants Town Planners Tel 9370 9925 | Fax 9372 8796 | PO Box 148 Ascot Vale Vic 3032 info@anthonyfordsurveying.com.au | www.anthonyfordsurveying.com.au	SCALE 3 0 3 6 9 12 15 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:300	SHEET 3 OF 5 SHEETS ORIGINAL SHEET SIZE A3
	DIGITALLY SIGNED BY LICENSED SURVEYOR: Anthony Ford		
	REF 1950 VERSION 04		

Signed by: Anthony Ian Ford (Anthony Ford & Associates) Surveyor's Plan Version (04) SPEAR Ref: S023504A 28/08/2013

Delivered by LANDATA®, timestamp 28/06/2023 12:58 Page 4 of 6

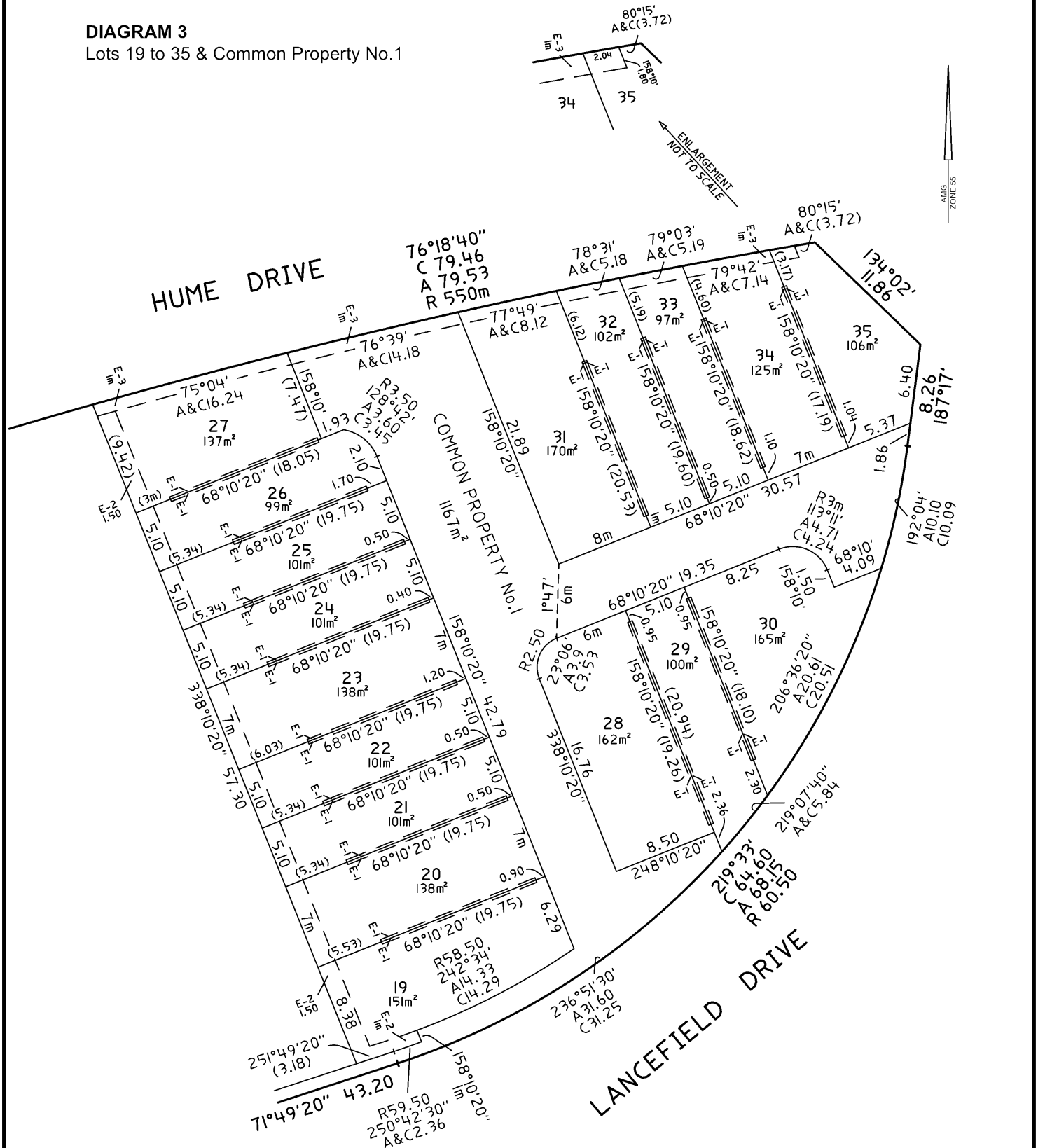
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Signed by Council: Melton City Council, Council Ref: Sub 3980, Original Certification: 28/02/2013, Recertification: 03/09/2013, S.O.C.: 06/09/2013

PS706426E

DIAGRAM 3

Lots 19 to 35 & Common Property No.1



anthony ford + ASSOCIATES Licensed Land Surveyors Development Consultants Town Planners Tel 9370 9925 | Fax 9372 8796 | PO Box 148 Ascot Vale Vic 3032 info@anthonyfordsurveying.com.au | www.anthonyfordsurveying.com.au	SCALE 3 0 3 6 9 12 15 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:300	SHEET 4 OF 5 SHEETS ORIGINAL SHEET SIZE A3
	DIGITALLY SIGNED BY LICENSED SURVEYOR: Anthony Ford		
	REF 1950 VERSION 04		

Signed by: Anthony Ian Ford (Anthony Ford & Associates) Surveyor's Plan Version (04) SPEAR Ref: S023504A 28/08/2013

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Signed by Council: Melton City Council, Council Ref: Sub 3980, Original Certification: 28/02/2013, Recertification: 03/09/2013, S.O.C.: 06/09/2013

RESTRICTIONS

CREATION OF RESTRICTIONS

Upon registration of this plan the following restrictions are to be created.

Restriction 1

Land to be Burdened and Land Benefiting
Land to be burdened: Lots 1 to 35 on this plan
Land to benefit: Lots 1 to 35 on this plan

Description of Restriction
The burdened land shall not be developed or completed other than in accordance with the development approved in the planning permit PA2011/3447/1 or to the satisfaction of the Responsible Authority. This condition shall expire in relation to each lot at one (1) year after a certificate of occupancy is issued for the approved dwelling on that lot.

Restriction 2

Land to be Burdened and Land Benefiting
Land to be burdened: Lots 1 to 35 on this plan
Land to benefit: Lots 1 to 35 on this plan

Description of Restriction
For the purpose of effecting a general building scheme affecting all burdened land, the registered proprietor or proprietors for the time being of the burdened lots on Plan of Subdivision PS706425E (as applicable to each restriction) shall not in respect of each burdened lot:

a) except with the written consent of Lend Lease Communities, use the burdened land for any purpose other then residential use;

b) build more than one dwelling on each burdened lot; and

c) subdivide the burdened land without the consent of Lend Lease Communities, whose consent may be given or withheld at their absolute discretion.

These restrictions shall cease to apply or affect the burdened land on 1 July 2023

anthony | ford + ASSOCIATES
Licensed Land Surveyors
Development Consultants
Town Planners
Tel 9370 9925 | Fax 9372 8796 | PO Box 148 Ascot Vale Vic 3032
info@anthonyfordsurveying.com.au | www.anthonyfordsurveying.com.au

SCALE	ORIGINAL SCALE	SHEET 5 OF 5 SHEETS
NOT TO SCALE	NTS	ORIGINAL SHEET SIZE A3
DIGITALLY SIGNED BY LICENSED SURVEYOR: Anthony Ford		
REF 1950 VERSION 04		

Signed by: Anthony Ian Ford (Anthony Ford & Associates) Surveyor's Plan Version (04) SPEAR Ref: S023504A 28/08/2013

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Plan of Subdivision PS706426E

Certifying a New Version of an Existing Plan (Form 11)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S023504A
Plan Number: PS706426E
Responsible Authority Name: Melton City Council
Responsible Authority Reference Number 1: Sub 3980
Surveyor's Plan Version: 04

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 28/02/2013

Public Open Space

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

Has not been made

Digitally signed by Council Delegate:	Geraldine Addicott
Organisation:	Melton City Council
Date:	03/09/2013

Signed by: Geraldine Addicott (Melton City Council) 03/09/2013

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS706426E

The land in PS706426E is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 35.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
KINGSTON MANAGEMENT GROUP PTY LTD 62 RIVER ESPLANADE DOCKLANDS VIC 3008

OC019555W 13/09/2013

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:
OC019555W 13/09/2013

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS706426E

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/06/2023 12:57:20 PM

OWNERS CORPORATION 1
PLAN NO. PS706426E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	**350.00**	**350.00**

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.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 28 June 2023 01:01 PM

PROPERTY DETAILS

Address:	**31/79 LANCEFIELD DRIVE CAROLINE SPRINGS 3023**
Lot and Plan Number:	**Lot 31 PS706426**
Standard Parcel Identifier (SPI):	**31\PS706426**
Local Government Area (Council):	**MELTON** www.melton.vic.gov.au
Council Property Number:	**614420**
Planning Scheme:	**Melton** Planning Scheme - Melton
Directory Reference:	**Melway 356 G4**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**SYDENHAM**

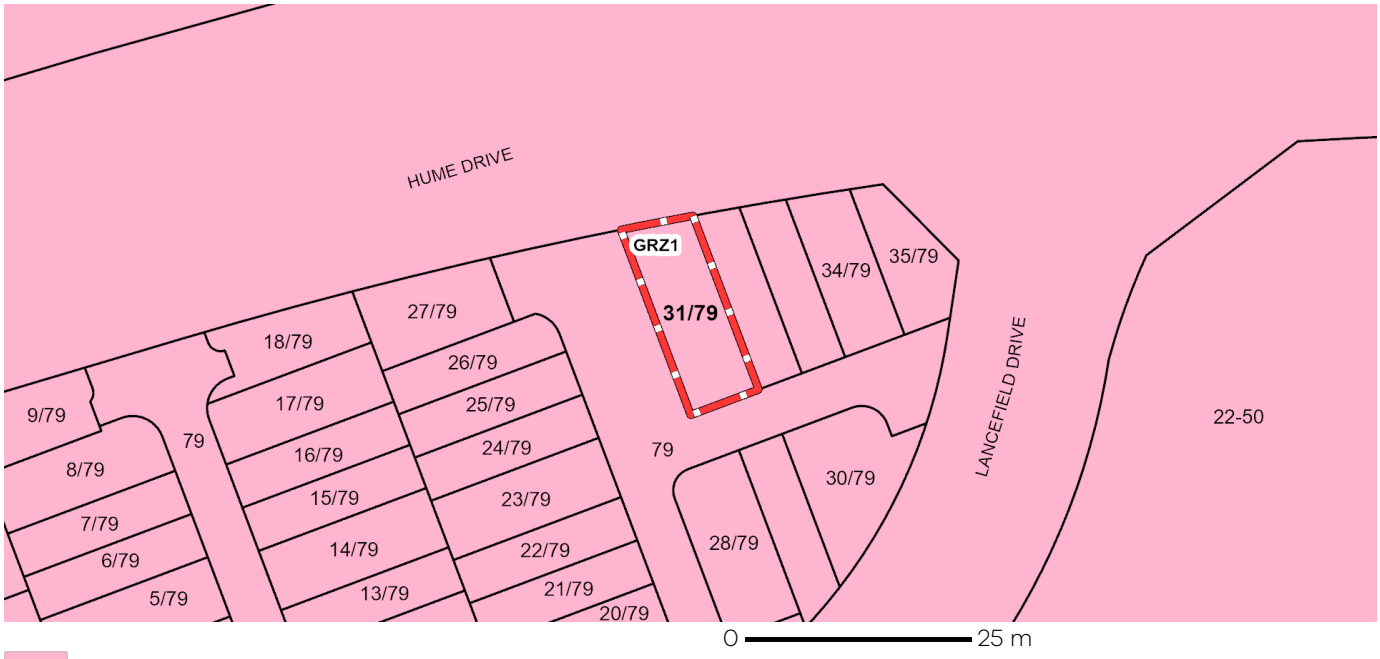
OTHER

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

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 22 June 2023.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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PROPERTY REPORT

Environment, Land, Water and Planning

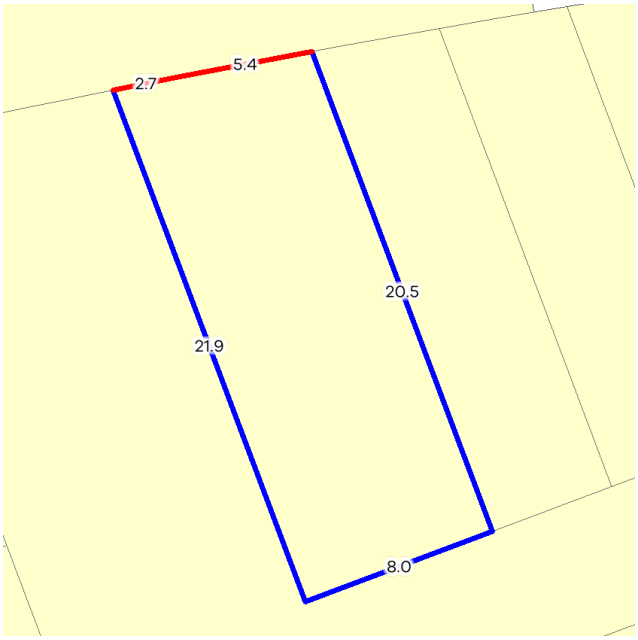
From www.planning.vic.gov.au at 28 June 2023 01:01 PM

PROPERTY DETAILS

Address:	**31/79 LANCEFIELD DRIVE CAROLINE SPRINGS 3023**
Lot and Plan Number:	**Lot 31 PS706426**
Standard Parcel Identifier (SPI):	**31\PS706426**
Local Government Area (Council):	**MELTON** www.melton.vic.gov.au
Council Property Number:	**614420**
Directory Reference:	**Melway 356 G4**

SITE DIMENSIONS

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



Area: 170 sq. m
Perimeter: 59 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**SYDENHAM**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

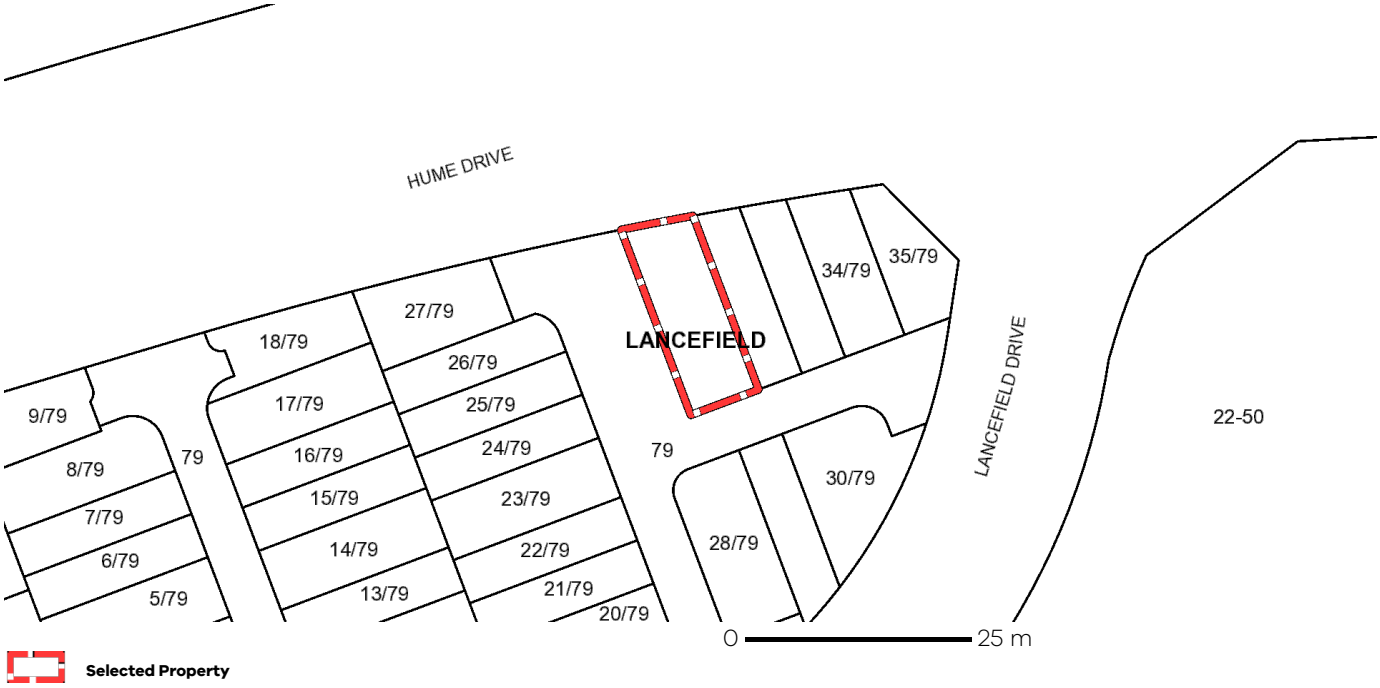
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PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



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Greater Western Water

Thank you for choosing Direct Debit. This bill is for information purposes only. The amount due will be debited from your nominated bank or credit union account on the due date of this bill. Should you wish to postpone this transaction please phone 13 44 99 providing four (4) working days notice to the date due. If a transaction is dishonoured, bank charges may be incurred and added to your next bill.

M Y B M SALAHUDEEN
85 LOROUG MAAROF BAUGSAR PARK
KUALA LUMPUR
59100
MALAYSIA

My account number is

1252 4717 7117

Invoice No.	T635829176
Service Address	31/79 Lancefield Drive Caroline Springs Lot 31 Plan 706426
Issue Date	21 Jun 2023
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water
ABN 70 066 902 467

gww.com.au



Account summary

PREVIOUS BILL	$138.67
RECEIVED	$138.67
BALANCE	$0.00
NETWORK CHARGES	$111.25
OTHER CHARGES	$27.42
TO BE DEBITED	$138.67

21/06/23-07:34:16-CCSEML_230620211648A.PRO
F-D-001133-0001/0002-1-000000-R-A001434215

Every refill reduces plastic waste

Be a refiller, not a landfiller.
choosetap.com.au



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Details of charges - Residential

Previous Bill

Previous Bill	$138.67

Payments Received

11/04/2023	-$138.67

BALANCE FORWARD $0.00

Network Charges	Charge Period	Charge $
Water Network Charge	(01/04/2023 to 30/06/2023)	$51.57
Sewerage Network Charge	(01/04/2023 to 30/06/2023)	$59.68

TOTAL NETWORK CHARGES $111.25

Other Charges		Charge $
Waterways & Drainage Charge	(01/04/2023 to 30/06/2023)	$27.42

TOTAL OTHER AUTHORITIES' CHARGES $27.42

FINAL TOTAL, PLEASE PAY THIS AMOUNT $138.67

Visit **gww.com.au** or call 13 44 99 for more details about these charges.

The right of Greater Western Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Need help paying your bill? Give us a call

We have payment options to help you keep on top of your bills and manage during difficult times. Chat with us on **13 44 99**. We can also direct you to other services, so you can get the advice and support you need. Learn more at **gww.com.au**

Waterways and drainage charge

You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live.
Learn more at **melbournewater.com.au/wwdc**

Preventing scams

We've been advised of scams directed at our customers. Please be aware we don't call customers to offer special discounts. You should always pay your account using the methods on your bill. For more tips visit **scamwatch.gov.au**

MyAccount, your water account online

See past and upcoming bills, pay your bill, update your information, set up direct debit or a payment plan, or apply for a concession rebate. It's easy on MyAccount. Register now at **gww.com.au**

CCSEML_230620211648A.PRO>BIL_vAPR23.20>21/06/23>07:34:16>------

Service Address: 31/79 Lancefield Drive Caroline Springs

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is
			1252 4717 7117

Direct Debit:
Visit **gww.com.au** or call 13 44 99

Mail cheque: Post this slip with your cheque payable to:
Greater Western Water, GPO Box 1152, Melbourne Vic 3001

Credit Card:
Visit **gww.com.au** or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance
If you're finding it hard to pay your bill call our team on **13 44 99** to discuss your circumstances or visit **gww.com.au** to view our support options.

To be debited
$138.67
on 12 JUL 2023

BPAY Biller Code: 8789
Ref: 1252 4717 7117

Telephone and Internet Banking - BPAY®: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at **bpay.com.au**

POST billpay Billpay Code: 0362
Ref: 1252 4717 7117

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit **postbillpay.com.au**

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Supporting communities to thrive

Our mid-year Customer Outcomes Report reflects how we are accountable to our customers. This is true both in how we deliver trusted water services, but also in how we support our communities and build a more liveable city.

Our customers helped to develop the report's benchmarks. They cover the things you told us are important, like service reliability, billing and protecting our environment. Our commitment to a thriving community extends to our partners and our people.

People like Ahmet and his team, who help our Altona Treatment Plant run smoothly around the clock or our faults and emergency teams who are here for our customers 24/7.

As we look to the next six months, we will be guided by what is important to you as we continue to deliver reliable water services to our communities.

Maree



Maree Lang
Managing Director
Greater Western Water

The Altona Treatment Plant

Meet Ahmet from our Altona Treatment Plant and learn more about how the plant provides essential wastewater services to the community.

At our Altona Treatment Plant, Team Leader Ahmet works in safety and maintenance. But Ahmet's favourite part of the day is coaching and supporting his team members and seeing their development and growth.

Our Altona Treatment Plant was established in the 1960s and upgraded in the 2000s. Today it services more than 30,000 customers and:

- treats 16 million litres of sewage a day
- produces up to 9 million litres of recycled water a day during summer
- produces 6,000 tonnes of biological waste for compost per year.

Occasionally the plant faces challenges from extreme weather events, power outages and equipment failure. Ahmet says, 'a committed team, remote real-time monitoring and readiness planning help us manage.'

Ahmet is excited by emerging technology, like the recent installation of a robotic cleaner in the water tanks. Looking to the future, Ahmet's approach is, 'to accept emerging challenges as opportunities to facilitate solutions and learn and grow.'

Learn more about how we treat recycled water at **gww.com.au/recycledwater**







Our mid-year performance update

Our mid-year Customer Outcomes Report shows that we have maintained most of the improvements we made in 2021-22. We will also meet most of our targets in 2022-23.

This report covers the 1 July 2022 to 31 December 2022 period. Every six months, we measure our performance against a set of customer benchmarks. These are designed to ensure you receive the best possible service from us.

You can see how we are tracking at **gww.com.au/ourperformance**

Acknowledgement of Country
Greater Western Water respectfully acknowledges the peoples of the Kulin Nation as the Traditional Owners of the lands and waters on which our service area lies. We pay our deepest respects to their Ancestors and Elders past, present and emerging.

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How to avoid a blocked sewer

When the wrong things are flushed down the toilet or put down the sink, they can cause sewer blockages and may also damage your property or the surrounding environment.

Wet wipes, paper towels and tissues cause blockages like this one. Remember to only flush the three Ps: pee, poo and (toilet) paper. Anything else goes in the bin.

For more tips on avoiding and fixing sewer blockages go to **gww.com.au/blockedsewer**





Access Melbourne's world-class water on the go

There's so much to do in and around GWW's service area. We've partnered with Choose Tap to make sure you can find free water refill stations throughout.

Did you know that Melbourne's tap water is:

- some of the best in the world
- much better for your wallet than buying bottled water
- a more considerate environmental choice.

Always BYO reusable bottle and before you go find a refill station on your route using the tap finder at **choosetap.com.au/tap-finder**

Everything your bill pays for

Your bills contribute to so much more than just the safe, reliable drinking water that comes out of your tap.

Your payment also contributes to:

- the treatment of billions of litres of wastewater
- the maintenance of thousands of kilometres of water and sewerage pipes
- great customer service
- new sustainable technologies
- community support programs
- the care of waterways and green spaces.

You can find more information about our prices and charges at **gww.com.au/pricesexplained**

New water industry standards for Victoria

At the start of March, the Essential Services Commission (ESC) put new Water Industry Standards in place that strengthen consumer protections, especially for people facing financial difficulties. You can see the new water standards on the ESC website.

Our customer charters are governed by these standards, and outline your rights as our customer, and our promise of what you can expect when you deal with us. You can find a copy of our customer charters at **gww.com.au/policies-charters.**

Water emergency? We're here for you 24/7.

If something has gone wrong with your water or your sewerage, there are plenty of ways you can contact us:

- If it's an emergency like gushing water, call 13 44 99, at any time.
- If you spot a fault like a burst water main or blocked sewer report it at **gww.com.au/reportafault**.
- If you see a fault but you're not sure who to tell, report it on the Snap Send Solve app. They'll send it to the right people.

Always contact us before you go to a plumber. We'll advise who should fix the issue.

If it's not an emergency, access our services online. You can pay your bill, find information and our latest news on our website **gww.com.au**



Contact us

Call **13 44 99**

Visit **gww.com.au**

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Victoria

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

Owners Corporation: 79 - 89 LANCEFIELD DRIVE
79 - 89 Lancefield Drive
Caroline Springs
Vic 3023

Plan Number: 706426E

Vendor Reference: Mohamed Salahudeen

This certificate is issued for Lot 31 on Plan Number 706426E Lot Liability 100 Lot Entitlement 100
the postal address of which is: 31/79 - 89 Lancefield Drive, Caroline Springs, Vic 3023

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)
The current fees for Administration Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
See Annexure 'Fees Details'				

Regulation 16(b)
The Administration Fund fees are paid up until 31/10/23
Amount unpaid including billed not yet due $916.30

Section 151(4)(a)(iii) Regulation 16(c)
Unpaid Administration Fund Fees (Credit shown with -) Nil

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

Description	Amount	Due Date	Date Paid	Notice Date

Regulation 16(b)
The Maintenance Fund fees are paid up until
Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)
Unpaid Maintenance Fund Fees (Credit shown with -) Nil

3 Regulation 16(d) Administration Fund
The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date

Amount unpaid including billed not yet due Nil

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

4 Regulation 16(d) Maintenance Fund
The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date

Amount unpaid including billed not yet due Nil

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

5 Section 151(4)(a)(iii) Other amounts owing

Purpose	Fund	Amount	Due Date	Amount Unpaid

Interest Rate: 10.00 Interest to Certificate Date: Nil Daily Interest Accruing: Nil

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Victoria

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 31 On Plan Number 706426E

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil
Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due $916.30)	Nil

6 Section 151(4)(a)(v) Regulation 16(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil

7 Section 151(4)(a)(iv) Regulation 16(f)
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS

8 Section 151(4)(a)(iv) Regulation 16(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. MEMBERS MAY NOT ARRANGE INSURANCE

9 Section 151(4)(a)(vi) Regulation 16(h)
Total funds held by owners corporation (including any investment accounts): $3,509.39

10 Section 151(4)(a)(vii) Regulation 16(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: Nil

11 Section 151(4)(a)(viii) Regulation 16(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: Nil

12 Section 151(4)(a)(ix) Regulation 16(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil

13 Section 151(4)(a)(x) Regulation 16(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil

14 Section 151(4)(a)(xi) Regulation 16(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: Nil

15 Section 151(4)(a)(xii) Regulation 16(n)
The owners corporation has resolved to appoint a manager, being:
Kingston Management Group PO Box 23082 DOCKLANDS VIC 8012
Telephone: 03 9676 2828 Facsimile: Email: info@kingstonmanagement.com.au

16 Section 151(4)(a)(xiii) Regulation 16(o)
No proposal has been made for the appointment of an administrator except as follows:
Nil

17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.

18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.

19 Section 151(4)(b)(iii) Regulation 16(p)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.

20 Section 151(4)(b)(iv)
Other documents of a prescribed kind: Nil

21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.

22 Other Matters Nil

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Victoria

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 31 On Plan Number 706426E



THE COMMON SEAL of OWNERS
CORPORATION NO. 706426E was
affixed in accordance with section 20 of the
Owners Corporations Act 2006 on the 22 September 2023

Dated: 22 September 2023

Owners Corporation Manager
Julie Darray

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OWNERS CORPORATION CERTIFICATE (Continued)

Name of Owners Corporation	**79 - 89 LANCEFIELD DRIVE**
Lot No.	**31** on Plan No **706426E**

ANNEXURE - LEVY DETAILS

Description	Amount	Due Date	Date Paid	Discount	If paid by	Date of Notice	Amount Overdue	Amount Unpaid
CONTRIBUTION FUND								
01/11/20 to 30/04/21	916.30	01/11/20	26/10/20	0.00	01/11/20	30/09/20		
01/05/21 to 31/10/21	916.30	01/05/21	03/05/21	0.00	01/05/21	30/03/21		
01/11/21 to 30/04/22	916.30	01/11/21	01/11/21	0.00	01/11/21	26/09/21		
01/05/22 to 31/10/22	916.30	01/05/22	02/05/22	0.00	01/05/22	28/03/22		
01/11/22****30/04/23	916.30	01/11/22	04/04/23	0.00	01/11/22	30/09/22		
01/05/23****31/10/23	916.30	01/06/23	03/05/23	0.00	01/06/23	03/05/23		
01/11/23****30/04/24	916.30	01/11/23	*	0.00	01/11/23	12/09/23	0.00	0.00

Items marked with **** are for periods that are outside the current financial year. They may also be subject to ratification at the next General Meeting. *Debit amounts for generated levies not yet due are not included in Amount Overdue.

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MINUTES OF ANNUAL GENERAL MEETING

79 – 89 Lancefield Drive, Caroline Springs
Owners Corporation 1 on plan of subdivision number 706426E

Meeting date & time:	*Tuesday 8th October 2019 at 1:00pm* *Kingston Management Group Business Centre –Suite 88b/90 Lorimer Street, Docklands VIC 3008*
Type of meeting:	*Annual General Meeting for PS 706426E– Owners Corporation 1*
Attendees: *(voting rights)*	*Daniel Remedy* *Manoj Dharmaraj*
Present: *(no voting rights)*	*Julie Darray – Senior Owners Corporation Manager on behalf of Kingston Management Group* *Taryn Drough - Owners Corporation Manager on behalf of Kingston Management Group*
Apologies:	*John Dimitrov*
Proxies:	*Nil*
Quorum:	*A quorum for a general meeting is at least 50% of the total votes or if 50% of the total votes is not available the quorum is at least 50% of the total lot entitlement. If there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions. Interim resolutions become resolutions of the owners corporation, 29 days from the date of the interim resolution. There was NO quorum present for Owners Corporation 1.*

Agenda Item Number	*Agenda Item*
1.	OPEN MEETING
	a. All Apologies & proxies were tabled and announced. b. It was announced there was no quorum present. c. Nomination of minute taker for meeting was Owners Corporation Manager Taryn Drough. Motion carried without dissent.

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Agenda Item Number	*Agenda Item*
2.	ELECTION OF MEETING CHAIRPERSON
	The lot owners present may elect one of their members or the manager of the owners' corporation to chair the meeting. Senior Owners Corporation Manager Julie Darray was appointed to chair the meeting.
3.	PREVIOUS MINUTES
3.1	Owners' corporation 1 confirmed the minutes of the last annual general meeting held 14th May 2018 as a true and accurate record. Motion carried without dissent.
4.	CONSIDERATION OF REPORTS
4.1	Owners Corporation Manager's Report
	The Owners Corporation Manager's report attached with the AGM notice was noted and accepted. Dan commented that it was a very informative report.
4.2	Grievance Committee Report
	In accordance with the Owners Corporation Act 2006 (S. 159) (1) The owners corporation must report to the annual general meeting in relation to— (a) the number of complaints made under this Division; and (b) the nature of the complaints; and (c) the number of matters on which action was taken under this Division; and (d) the nature of the matters in respect of which action was taken; and (e) the number of matters in respect of which an application was made to VCAT in respect of an alleged breach of an obligation imposed on a lot owner or occupier of a lot by this Act or the regulations or the rules of the owners corporation; and (f) the nature of the matters referred to in paragraph (e); and (g) the outcome of each action or application. (2) This report to be tabled at the meeting must not identify the person who made a complaint or the lot owner or occupier alleged to have committed the breach. No grievances under this Section of the Act.

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Agenda Item Number	*Agenda Item*
5.	CONSIDERATION OF FINANCIAL MATTERS
	The meeting adopted the financial statements for the period 1st November 2017 to 31st October 2018.
5.1	Owners' corporation 1 reflecting a balance of $3,392.24 deficit in the administration fund as at 31st October 2018. Motion carried without dissent.
6.	ADMINISTRATION BUDGETS AND FEES
	Owners corporation No. 1 on Plan of Subdivision 706426E confirmed that the committee of the owners corporation may consider and pass on an interim basis proposed budgets for each financial year for the Owners Corporation prior to the commencement of each financial year and the owners corporations' annual general meeting each year.
6.1	The owners corporation has considered the proposed budget for the financial year of 1st November 2018 to 31st October 2019. Members ratified the decision of owners corporations 1 to pass and accept the proposed budget for said financial year with members contribution of $43,890 (exc. GST). The costs of the private waste collection has increased including government charges and budget will need to be increased to cover this including recouping current deficit. Motion carried without dissent.
7.	MAINTENANCE FUND AND FEES
	A prescribed owners' corporation must prepare a maintenance plan for the property for which it is responsible in accordance with the Owners Corporation Act.
7.1	Non-prescribed owners corporations are not required to have a maintenance plan, but may choose to do so. 79 – 89 Lancefield Drive is a non-prescribed owners corporation and as is townhouse development, it is not recommended this is required. This was agreed there is no requirement as the shared ownership is the concrete driveway.
8.	ARREARS AND PENALTY INTEREST

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Agenda Item Number	*Agenda Item*
8.1	Recovery of money owed
	It was noted that in accordance with the Owners Corporation Act 2006, an owners corporation may recover any money owed to the owners corporation in any court of competent jurisdiction as a debt due to the owners corporation. (1) The owners' corporation must give notice to a lot owner of any fees and charges due and payable by the lot owner to the owners' corporation (the "fee notice"). (2) The fee notice must— (a) state that the lot owner has an obligation to pay the fees and charges within 28 days after the date of the notice; and (b) state that interest at the rate specified in the notice will be payable in respect of any overdue fees and charges; and (c) include details of the dispute resolution process that applies under the rules in respect of disputed fees and charges. Final notice (1) If the money owing is not paid within 28 days after the date of the fee notice, the owners' corporation may send a final notice to the lot owner. (2) The final notice must— (a) state that the lot owner has an obligation to pay the overdue fees and charges and interest immediately; and (b) the interest that is payable in respect of the overdue fees and charges at the date of the final notice; and (c) the amount of interest that will accrue daily until the payment of the overdue fees and charges; and (d) state that the owners' corporation intends to take action under Part 11 to recover the amount due if the overdue fees and charges and interest owing are not paid within 28 days after the date the final notice is given.
8.2	Penalty interest on arrears
	The following was noted: (1) An owners' corporation may charge interest on any amount payable by a lot owner to the owners' corporation that is still outstanding after the due date for payment. (2) The rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.
9.	INSURANCE AND INSURANCE VALUATION REVIEWS

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Agenda Item Number	*Agenda Item*
	The Owners' Corporation noted the insurance cover in place for the Owners' Corporation as per the certificate of currency . The insurance valuation must be obtained every 5 years or earlier as determined by the owners' corporation. Consultant to be appointed to carry out insurance valuation for next renewal. The Managers recommend to obtain a valuation of the entire development.
10.	ELECTION OF COMMITTEE
	The meeting elected a committee of at least three and no more than twelve members to be appointed for Owners Corporation 1. The appointed members of the committee hold office from their election until a new committee is elected. The following 3 members were appointed. Daniel Remedy – appointed as Committee Chairperson MJ Dharmaraj Susan Fraser Motion carried without dissent.
11.	COMMON SEAL
	It was noted that the common seal of an owners corporation must not be used on a document unless its use for that purpose has been authorised by a resolution of the owners corporation. The resolution to authorise the use of the common seal must be recorded in the minutes of the general meeting.
12.	OTHER BUSINESS
12.1	Address of absent owners
	It was noted that in accordance with the Owners Corporation Act 2006, A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address for service of notices and any changes to it as soon as possible.
	The Committee Chairperson Daniel apologised for delays on AGM as he was ill for many months. MJ advised there were issues with drivers doing illegal gatherings at the school across the road and Committee Chairperson supported the action of reporting to police and MJ to put pressure on Council to have this car park closed off due to disturbing the peace of nearby properties.

Meeting Closure – 1:20pm.

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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.

2 Management and administration

2.1 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.

3 Use of common property

3.1 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 his or her 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.

3.2 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

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

3.3 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.

4 Lots

4.1 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 Behaviour of persons

5.1 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.

5.2 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.

6 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her 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**.

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Owners Corporations Regulations 2007 Regulation 8
SCHEDULE 2
MODEL RULES FOR AN OWNERS CORPORATION

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(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

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(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.

3.2 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

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

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(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.

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(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.

6 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her 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**.

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OWNERS CORPORATION REGULATIONS 2007
REGULATION 12 - SCHEDULE 3
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. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

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

How are decision 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 owners 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 corporations information register.

Management of an owners corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

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STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
P PO Box 13132 Law Courts VIC 8010
A Level 19 570 Bourke Street, Melbourne VIC 3000

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	VRSC22005840
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording
THE INSURED	Owners Corporation Plan No. PS 706426E
SITUATION	79 Lancefield Drive Caroline Springs VIC 3023
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 27/10/22 Expiry Date: 4.00pm on 27/10/23
INTERMEDIARY	Insurance Services and Management Pty Limited
ADDRESS	'Bldg 2 Portpark Corp' Suite 61 Level 2, 574 Plummer Street Port Melbourne VIC 3207
DATE OF ISSUE	27 October 2022

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	$8,521,850
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	$1,278,278
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		$20,000,000
SECTION 3	Voluntary Workers		$200,000/$2,000
SECTION 5	Fidelity Guarantee		$100,000
SECTION 6	Office Bearers' Liability		$1,000,000
SECTION 8	Catastrophe		$1,278,278
SECTION 9	PART A - Government Audit Costs - Professional Fees		$25,000
	PART B - Appeal Expenses		$100,000
	PART C - Legal Defence Expenses		$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		$300,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

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ANNEXURE TO OWNERS CORPORATION CERTIFICATES FOR 79 – 89 LANCEFIELD DRIVE

PS. 706426E– OWNERS CORPORATION

The Owner's Corporation has not granted any lease, licence or has any agreements affecting the common property except the following:

a) Resolved to enter into a lease agreement for caretaker Secured Property Services for Owners Corporation on plan of subdivision PS.706426E

b) Resolved to appoint Kingston Management Group as Owners Corporation Manager

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Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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.

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Consumer Affairs Victoria

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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SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: MOHAMED YABUDEEN BIN MOHAMED SALAHUDEEN

PROPERTY: 31 79 Lancefield Drive CAROLINE SPRINGS VIC 3023

1. The Property is subject to Mortgage(s), particulars of which are as follows:

   (a) Mortgagee(s):....WESTPAC BANKING CORPORATION

   of:..

   (b) Amount secured $.....
   Instalments $..... per.....
   Amount required to discharge the Mortgage $.....
   (THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

   (c) Rate of interest payable .....% p.a.
   Default rate .....% p.a.

   (d) Due date of repayment of Mortgage(s): ...../...../2
   (UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

   (e) The Mortgage does *does not provide for further advances *as follows:

   .....

   (f) The Vendor is not in default under the Mortgage.

   (g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT ...../...../200

SIGNATURE OF VENDOR(S) .....

ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT ...../...../200

SIGNATURE OF PURCHASER(S) .....

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

   A. The particulars provided by the Vendors in this Statement are accurate.
   B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
   C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE ...../...../20

SIGNATURE OF PURCHASER(S) .....