

# Contract of Sale of Real Estate

**Property address**                    **3/148 Somerset Road, Campbellfield 3061**

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 that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

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

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

..... on ...../...../2025

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

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

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

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

..... on ...../...../2025

**Print name(s) of person(s) signing:**                    **JOSEPH NIUTTA**

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

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

### IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

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

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

HARCOURTS RATA & CO  
1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766

Mob:

Fax: 03 9464 3177

Ref:

#### Vendor

JOSEPH NIUTTA

#### Vendor's legal practitioner or conveyancer

Melbourne Real Estate Conveyancing Pty Ltd  
954 High Street Reservoir Vic 3073

Email: julia@melbournerec.com.au

Tel: 0421 704 140

Mob:

Fax:

Ref: JK:25/3348JK

#### Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel:..... Mob: ..... Fax: ..... Ref: .....

#### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12063 Folio 938	3	813426G
Volume ..... Folio .....		

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **3/148 Somerset Road, Campbellfield 3061**

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

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

**Payment** (general condition 14 and 17)

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

**GST** (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

**Settlement** (general condition 17)

**is due on** .....

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

- the above date; and
- 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

**Subject to lease**

If '**subject to lease**' then particulars of the lease are :

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

See attached.

**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 23 and add any further provisions by way of special conditions.

**Loan** (general condition 20)

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

Lender:

Loan amount

Approval date:

**FIRB APPROVAL REQUIRED** (Special Condition 16)

YES ..... Passport Provided? Yes or No? .....

Passport Number .....

NO .....

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

**Special conditions**

**GST WITHHOLDING NOTICE**

Purchaser must make a GST Withholding Payment:  No  Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

**GST Withholding Payment Details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid:  at completion  at another time (specify):

Is any of the consideration not expressed as an amount in money?  No  Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

# Special Conditions

## 1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

## 2. Acceptance of title

General condition 12.4 is added:

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.

## 3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
  - 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
  - 3.3 This special condition only applies 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 is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
  - 3.4 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.
  - 3.5 The Purchaser must:
    - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
    - (b) ensure that the representative does so.
  - 3.6 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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special 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.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if;
    - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
    - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
  - 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
  - 3.9 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.
  - 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 4. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 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.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 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 special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 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.
- 4.9 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 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
  - (d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

#### 5. GST withholding

- 5.1 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.
- 5.2 This general condition 15B applies if the purchaser is 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 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 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.

5.4 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.

5.5 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.

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

5.7 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 settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.

5.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.

5.9 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 of 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.

5.10 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.

5.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

5.12 This general condition will not merge on settlement.

## 6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

## 7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

## 8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

## 9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all orders or requirements under the building regulations.
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
- 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

9.6 The Purchaser acknowledges that the Vendor makes no Representation for any permits or approvals of any improvements to the property, if any. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.6 and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind or terminate the Contract of Sale whatsoever because of special condition 9.6. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to special condition 9.6.

9.7 General Condition 12 is Deleted from this Contract.

## **10. Improvements.**

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

## **11. Planning.**

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

## **12. Restrictions.**

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

## **13. Settlement.**

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) 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 sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

## **14. Licence Agreement.**

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

## **15. Guarantee & Indemnity.**

15.1 Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

## **16. Foreign Acquisitions and Takeovers Act 1975.**

- 16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
- 16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
- 16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
- 16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
- 16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

## **17. Loans / Finance**

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

## **18. Indemnity – Estate Agent**

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

## **19. Adjustments of Outgoings**

- 19.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:
- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
- (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or
- 19.2.2 On such other basis,
- as the Vendor may reasonably direct the Purchaser on or before the settlement date.
- 19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

## **20. Stamp Duty – Purchasers Buying in unequal Interest**

- 20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).
- 20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

## 21. Vendor Statement

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

## 22. Trust

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;

23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.

23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and

23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

## 23. Personal property securities register

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

## 24. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar panels, or otherwise.

## 25. Christmas & New Year Holiday Period

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

**GUARANTEE & INDEMNITY**

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

**SCHEDULE**

**Vendor:** .....

**Purchaser:** .....

**Guarantor:** .....

**Contract:** A contract dated the ..... of ..... 2025 between the vendor and the purchaser

**EXECUTED AS A DEED** on the ..... of ..... 2025

**SIGNED SEALED AND DELIVERED BY** )

**The said guarantor in the presence of:** ) .....

.....  
Witness

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; 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 7.6, 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 received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 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.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

# Money

## 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
  - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - 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:
- must not exceed 10% of the price; and
  - 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:
- the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - there are no debts secured against the property; or
    - 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
  - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - 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:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - by cheque drawn on an authorised deposit-taking institution; or
  - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- 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
  - 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:
- settlement;
  - the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

#### 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

#### 17. SETTLEMENT

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

#### 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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 lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the 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 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) The 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 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.
- 28.1 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; and
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

# Due diligence checklist

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

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

### Urban living

#### ***Moving to the inner city?***

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

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

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

## Rural properties

### ***Moving to the country?***

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

### ***Can you build new dwellings?***

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

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

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

## Soil and groundwater contamination

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

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

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

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

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

<b>Land</b>	3/148 Somerset Road, Campbellfield 3061
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<b>Vendor's name</b>	JOSEPH NIUTTA	<b>Date</b> / /
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<b>Vendor's signature</b>	
---------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
------------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
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# 1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$8,000.00

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

	To	
--	----	--

Other particulars (including dates and times of payments):

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

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

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

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

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

**4.1. Notice, Order, Declaration, Report or Recommendation**

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

Are contained in the attached certificates and/or statements.

**4.2. Agricultural Chemicals**

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

Not Applicable.

**4.3. Compulsory Acquisition**

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

Not Applicable.

**5 BUILDING PERMITS**

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

Are contained in the attached certificate.

**6 OWNERS CORPORATION**

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

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

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not Applicable.

## 8 SERVICES

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

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

## 9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

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

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

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

--

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

Page 1 of 2

VOLUME 12063 FOLIO 938

Security no : 124121850043E  
Produced 07/02/2025 04:30 PM

**LAND DESCRIPTION**

Lot 3 on Plan of Subdivision 813426G.  
PARENT TITLE Volume 08402 Folio 069  
Created by instrument PS813426G 04/03/2019

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
JOSEPH NIUTTA of UNIT 3 148 SOMERSET ROAD CAMPBELLFIELD VIC 3061  
AS590500F 04/10/2019

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AX612504M 02/01/2024  
NATIONAL AUSTRALIA BANK LTD

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

**DIAGRAM LOCATION**

SEE PS813426G FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: UNIT 3 148 SOMERSET ROAD CAMPBELLFIELD VIC 3061

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 02/01/2024

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS813426G  
OWNERS CORPORATION 2 PLAN NO. PS813426G



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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**

Page 2 of 2

DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS813426G</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>07/02/2025 16:30</b>

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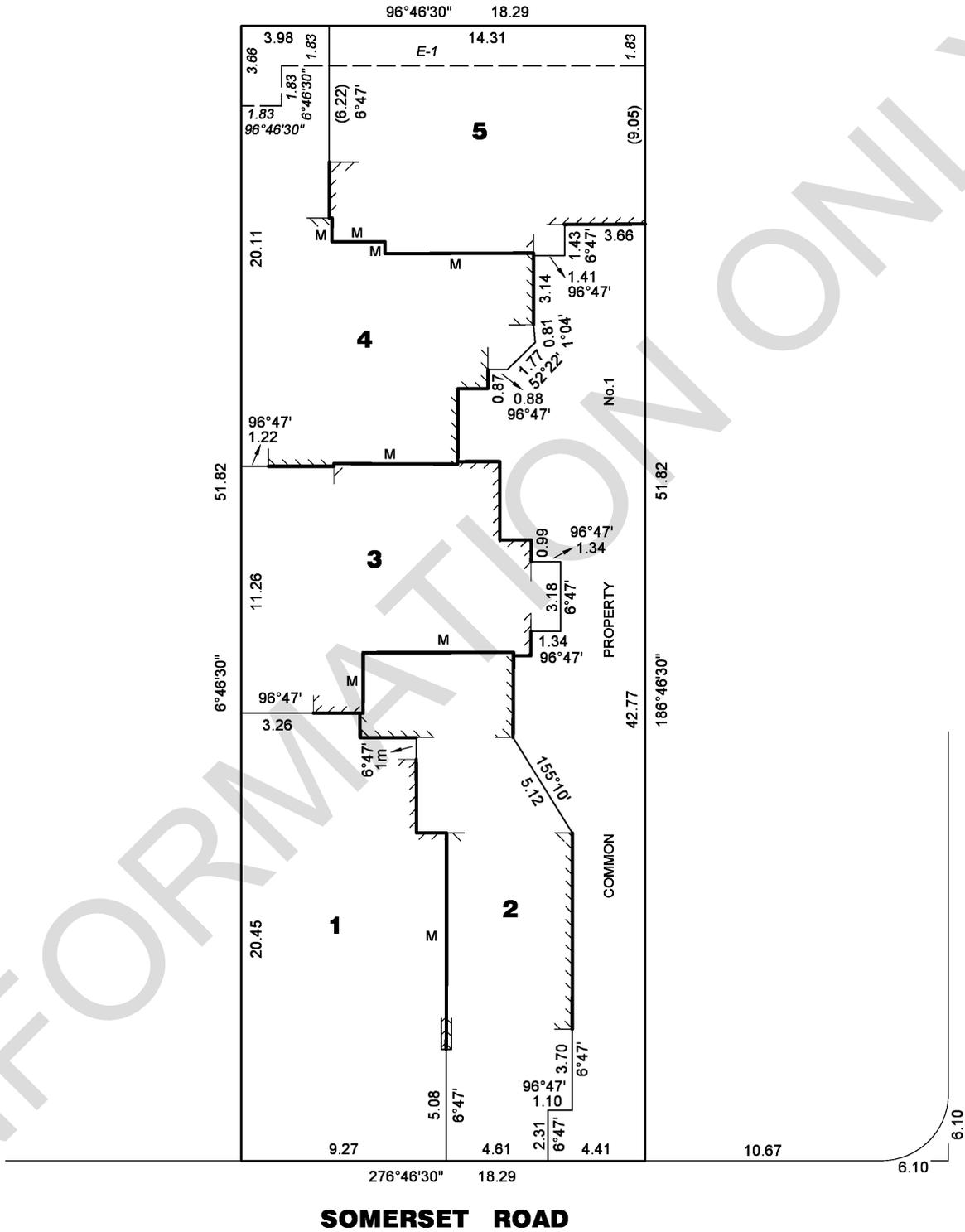
The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS 813426G</b>	
<p><b>LOCATION OF LAND</b></p> <p><b>PARISH: WILL WILL ROOK</b></p> <p><b>CROWN PORTION: 12 (PART)</b></p> <p><b>TITLE REFERENCE: VOL.8402 FOL.069</b></p> <p><b>LAST PLAN REFERENCE: LOT 2 ON LP57322</b></p> <p><b>POSTAL ADDRESS: 148 SOMERSET ROAD,</b> (at time of subdivision) <b>CAMPBELLFIELD, 3061</b></p> <p><b>MGA CO-ORDINATES:</b>                      <b>E: 320 150</b>                      <b>ZONE: 55</b> (of approx centre of land                      <b>N: 5 827 930</b>                      <b>GDA 94</b> in plan)</p>		<p>Council Name: Hume City Council</p> <p>Council Reference Number: S008543 Planning Permit Reference: P21251 SPEAR Reference Number: S119463B</p> <p><b>Certification</b></p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Katrina Toogood for Hume City Council on 18/10/2018</p> <p><b>Statement of Compliance</b> issued: 20/11/2018</p>		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	<p>COMMON PROPERTY No.1 IS ALL THE LAND ON THE PLAN EXCEPT THE LAND IN LOTS 1 TO 5.</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.</p> <p>LOCATION OF BOUNDARIES: MEDIAN : BOUNDARIES OF LOTS MARKED M FACE OF WALLS : ALL OTHER BOUNDARIES AFFECTED.</p> <p>HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL IS CONTAINED IN THAT PARCEL.</p> <p><b>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</b></p> <p>FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT &amp; LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p>		
<b>NOTATIONS</b>				
<b>DEPTH LIMITATION:</b> Does not apply		<p><b>NOTATIONS</b></p> <p><b>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</b></p> <p>FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT &amp; LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p>		
<p><b>SURVEY:</b></p> <p>This plan is based on survey.</p> <p><b>STAGING:</b></p> <p>This is not a staged subdivision. Planning Permit No.</p> <p>This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.</p>				
<b>EASEMENT INFORMATION</b>				
LEGEND:    A - Appurtenant Easement                      E - Encumbering Easement                      R - Encumbering Easement (Road)				
<b>SECTION 12(2) APPLIES TO ALL THE LAND IN THIS PLAN.</b>				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 E-1	DRAINAGE & SEWERAGE SEWERAGE	1.83 1.83	LP57322 THIS PLAN	LOTS ON LP57322 YARRA VALLEY WATER
 <p><b>VICLAND SURVEYING</b> INC. KEARNEY &amp; TYRRELL SURVEYING 53 Rose Street, Essendon 3040 T 9331 4266    E admin@vland.com.au F 9331 4366    W www.vland.com.au</p>		<p>SURVEYORS FILE REF:    <b>16281</b></p> <p>VERSION 2 04/09/2018</p> <p>Digitally signed by: Raymond James Mawson, Licensed Surveyor, Surveyor's Plan Version (2), 04/09/2018, SPEAR Ref: S119463B</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 2 SHEETS</p> <p>PLAN REGISTERED TIME: 2.01pm    DATE: 04/03/2019 J.Beckingham Assistant Registrar of Titles</p>

**PLAN OF SUBDIVISION**

**PS 813426G**

MGSA94  
ZONE 55



INFORMATION ONLY



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 07/02/2025 04:30:51 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS813426G**

The land in PS813426G is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 5.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

148 SOMERSET ROAD CAMPBELLFIELD VIC 3061

OC042879M 04/03/2019

### 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:

OC042879M 04/03/2019

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
<b>Total</b>	<b>500.00</b>	<b>500.00</b>



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 07/02/2025 04:30:51 PM

**OWNERS CORPORATION 1  
PLAN NO. PS813426G**

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.

INFORMATION ONLY



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 07/02/2025 04:30:51 PM

**OWNERS CORPORATION 2**  
**PLAN NO. PS813426G**

The land in PS813426G is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 2 - 5.

### Limitations on Owners Corporation:

Limited

### Postal Address for Services of Notices:

148 SOMERSET ROAD CAMPBELLFIELD VIC 3061

OC042880D 04/03/2019

### 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:

OC042880D 04/03/2019

### Notations:

Members of Owners Corporation 2 are also affected by Owners Corporation 1. Only the members of Owners Corporation 2 are entitled to use Common Property No. 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
<b>Total</b>	<b>400.00</b>	<b>400.00</b>



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 07/02/2025 04:30:51 PM

**OWNERS CORPORATION 2  
PLAN NO. PS813426G**

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.

INFORMATION ONLY

**Property No : 727046**  
**Certificate No : eLIC074276**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2025**  
**All Enquiries and Updates to Rates on 9205 2688**



ABN 14 854 354 856  
 1079 PASCOE VALE ROAD  
 BROADMEADOWS  
 VICTORIA 3047

PO BOX 119  
 DALLAS 3047

Telephone: 03 9205 2200  
 Rates Dept 03 9205 2688  
 Facsimile: 03 9309 0109  
[www.hume.vic.gov.au](http://www.hume.vic.gov.au)

Your Reference: 396012  
 Date of Issue: 07/02/2025

**SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)**  
**TWO MELBOURNE QUARTER**  
**LEVEL 13/697 COLLINS ST**  
**DOCKLANDS VIC 3008**

Property Description:	Lot 3 PS 813426G Vol 12063 Fol 938
Property Situated:	3/148 SOMERSET RD CAMPBELLFIELD VIC 3061

Site Value	\$115000	C.I.V.	\$430000	N.A.V.	\$21500	AVPCC	120
------------	----------	--------	----------	--------	---------	-------	-----

The level of valuation is 1/01/2024 and the Date the Valuation was adopted for Rating Purposes is 1/07/2024

RATES AND CHARGES FROM		01/07/2024	TO	30/06/2025
		RATE LEVIED ON C.I.V.		BALANCES OUTSTANDING
General Rate		\$1,001.20		\$500.84
Land Use Rebate		\$0.00		\$0.00
Optional Waste Charges		\$0.00		\$0.00
Fire Service Property Levy		\$169.40		\$84.72
Special Charge / Rate		\$0.00		\$0.00
Waste Rates and Charges		\$624.62		\$312.44
Arrears as at 30/06/2024				\$0.00
Interest / Legal Costs				
<b>TOTAL RATES AND CHARGES</b>		<b>\$1,795.22</b>		<b>\$898.00</b>

<b>**PLEASE NOTE :</b>	Rates for 2024/2025 are payable by four instalments on the following dates 30/09/2024, 30/11/2024, 28/02/2025 & 31/05/2025
------------------------	---

OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance

**TOTAL OTHER CHARGES:**

<b>PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS</b>	
<b>TOTAL OUTSTANDING AT ISSUE DATE :</b>	<b>\$898.00</b>

All overdue rates and charges must be paid at settlement..

**Property No : 727046**  
**Certificate No : eLIC074276**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2025**  
**All Enquiries and Updates to Rates on 9205 2688**

Property Situated: 3/148 SOMERSET RD CAMPBELLFIELD VIC 3061

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

**NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.**

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
- There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate. It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

*New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. [www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.*

**I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$29.70 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.**

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer  
07/02/2025

**Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**

**PEXA BPAY BILLER CODE HAS CHANGED**



**Billier Code:** 357947  
**Ref:** 9984436

**If settling outstanding amounts via BPAY please send advice to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**

# Property Clearance Certificate

## Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

<b>Your Reference:</b>	25/3348JK
<b>Certificate No:</b>	83321649
<b>Issue Date:</b>	07 FEB 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** UNIT 3, 148 SOMERSET ROAD CAMPBELLFIELD VIC 3061

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46014358	3	813426	12063	938	\$975.00

**Vendor:** JOSEPH NIUTTA  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR JOSEPH NIUTTA	2025	\$115,000	\$975.00	\$0.00	\$975.00

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

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

**Comments:**

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

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

  
**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$430,000
SITE VALUE (SV):	\$115,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$975.00</b>

# Notes to Certificate - Land Tax

Certificate No: 83321649

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$115,000

Calculated as \$975 plus ( \$115,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,300.00

Taxable Value = \$430,000

Calculated as \$430,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 83321649

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 83321649

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 25/3348JK

Certificate No: 83321649

Issue Date: 07 FEB 2025

Enquires: ESYSPROD

Land Address: UNIT 3, 148 SOMERSET ROAD CAMPBELLFIELD VIC 3061

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46014358	3	813426	12063	938	\$0.00

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

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$430,000
SITE VALUE:	\$115,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 83321649

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	25/3348JK
Certificate No:	83321649
Issue Date:	07 FEB 2025

**Land Address:** UNIT 3, 148 SOMERSET ROAD CAMPBELLFIELD VIC 3061

Lot	Plan	Volume	Folio
3	813426	12063	938

**Vendor:** JOSEPH NIUTTA  
**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

INFORMATION ONLY

# Notes to Certificate - Windfall Gains Tax

Certificate No: 83321649

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 83321646

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 83321646

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

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

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

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1108464

## APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-  
INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

## VENDOR

NIUTTA, JOSEPH

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396012

This certificate is issued for:

LOT 3 PLAN PS813426 ALSO KNOWN AS 3/148 SOMERSET ROAD CAMPBELLFIELD  
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A Proposed Amending Planning Scheme C263hume has been placed on public exhibition which shows this property :

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 6 - C263hume

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

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

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

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

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

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

LANDATA@

T: (03) 9102 0402

E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

07 February 2025

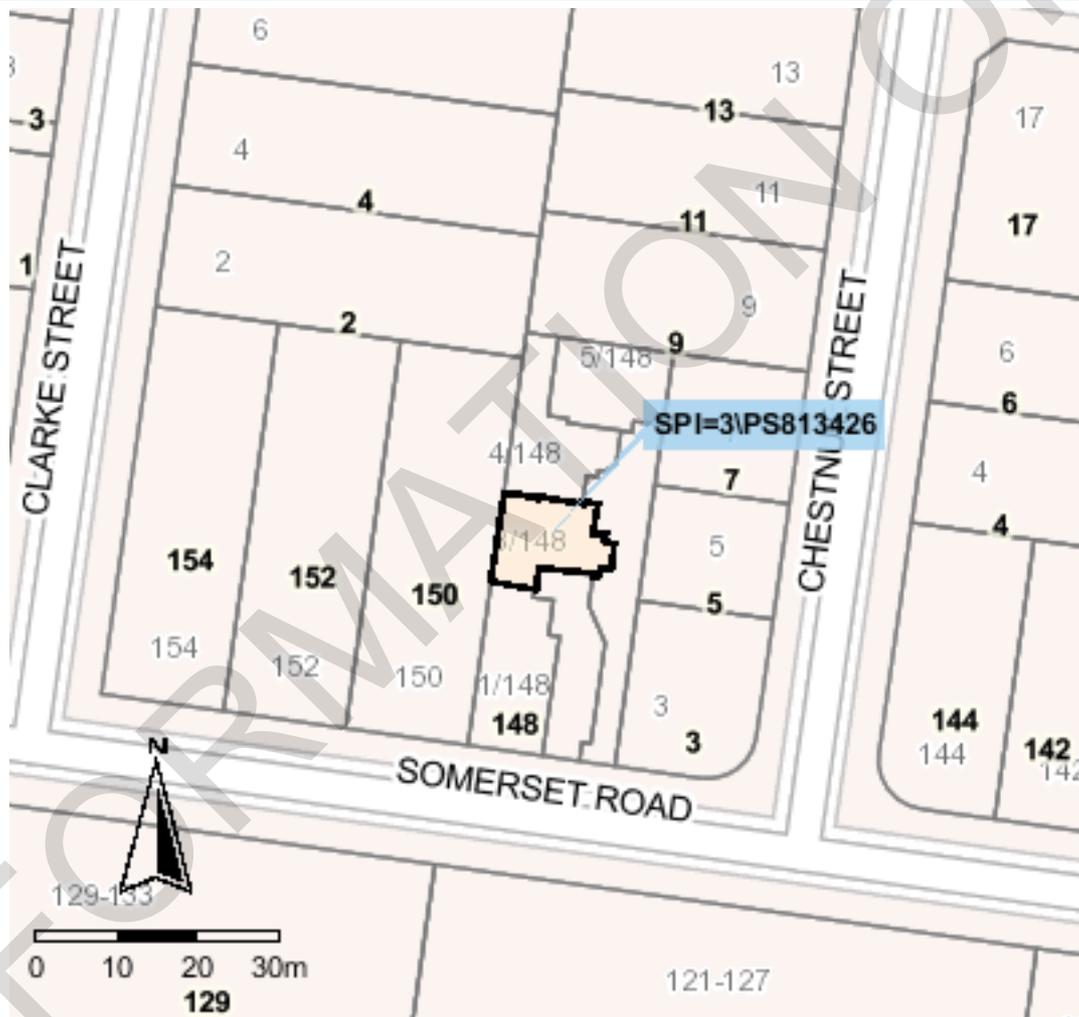
**Sonya Kilkenny**  
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

### Privacy Statement

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

7th February 2025

Melbourne Real Estate Conveyancing C/- InfoTrack (  
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	3/148 SOMERSET ROAD CAMPBELLFIELD 3061
<b>Applicant</b>	Melbourne Real Estate Conveyancing C/- InfoTrack ( LANDATA
<b>Information Statement</b>	30916868
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	396012

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	3/148 SOMERSET ROAD CAMPBELLFIELD 3061
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STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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

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

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

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

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

## **Melbourne Water Property Information Statement**

Property Address	3/148 SOMERSET ROAD CAMPBELLFIELD 3061
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STATEMENT UNDER SECTION 158 WATER ACT 1989

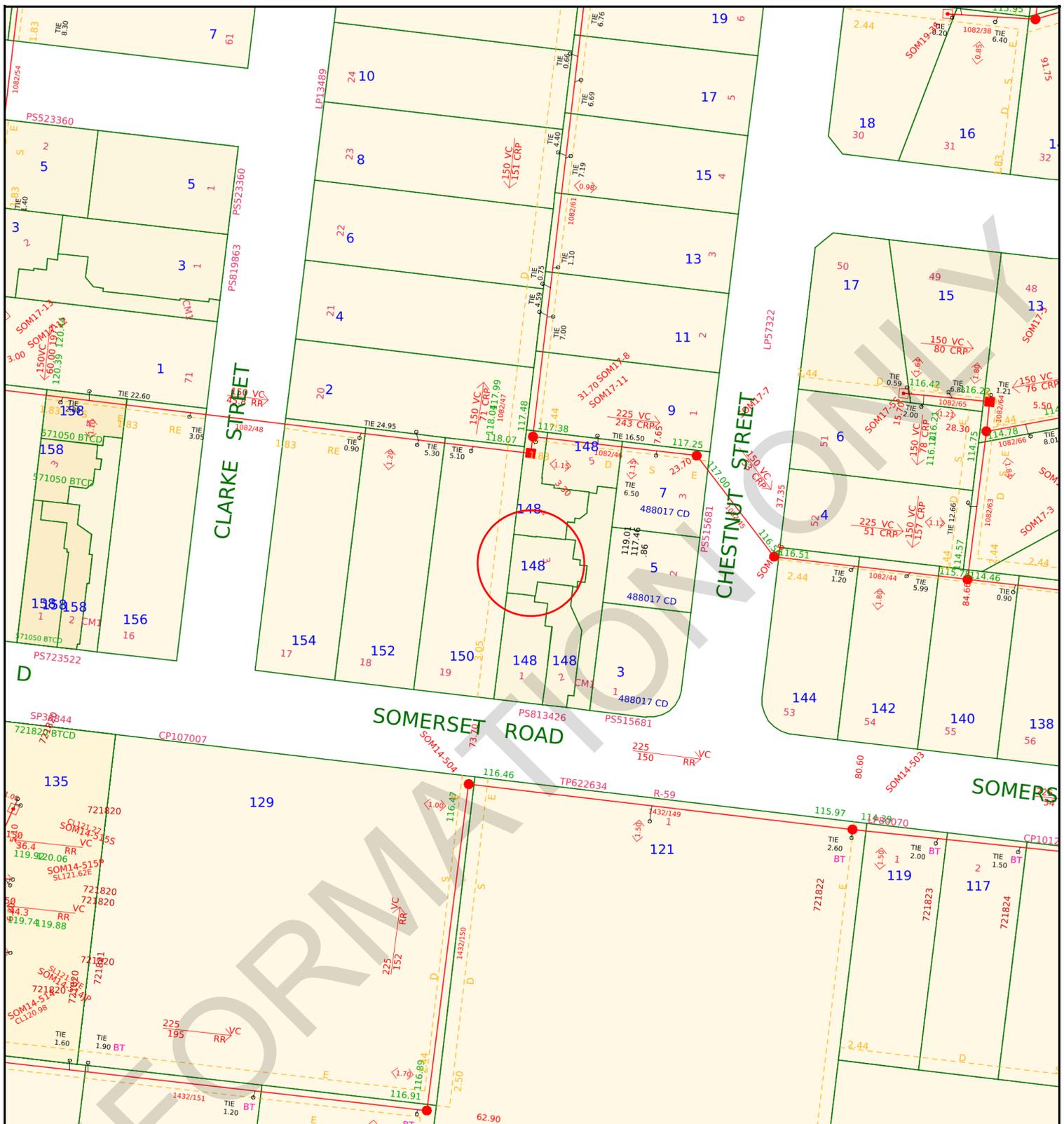
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30916868**

<b>Address</b>	3/148 SOMERSET ROAD CAMPBELLFIELD 3061
<b>Date</b>	07/02/2025
<b>Scale</b>	1:1000



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

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

Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA)  
certificates@landata.vic.gov.au

### RATES CERTIFICATE

**Account No:** 6928030897  
**Rate Certificate No:** 30916868

**Date of Issue:** 07/02/2025  
**Your Ref:** 396012

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 3/148 SOMERSET RD, CAMPBELLFIELD VIC 3061	3\PS813426	5172766	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$188.91

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
TE/148 SOMERSET RD, CAMPBELLFIELD VIC 3061	2\L P57322	1196713	Superseded

Agreement Type	Period	Charges	Outstanding

Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$0.00



GENERAL MANAGER  
RETAIL SERVICES

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**Note:**

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Property No:** 5172766

**Address:** UNIT 3/148 SOMERSET RD, CAMPBELLFIELD VIC 3061

**Water Information Statement Number:** 30916868

## HOW TO PAY



**Billers Code:** 314567  
**Ref:** 69280308979

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

16th November 2018

Diyana Aodisho  
profound builders  
care of  
diyanaaodisho@gmail.com

Dear Diyana Aodisho,

**APPLICATION FOR BUILD OVER CONDITIONS**

<b>Application ID</b>	366715
<b>Property Address</b>	148 SOMERSET ROAD CAMPBELLFIELD 3061
<b>Service Location ID</b>	1196713

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

**Build Over Condition Summary \***

Brick Garages & Brick Carports Greater than 10 square metres

- can build over the sewer main and 600mm horizontal and vertical clearance is required

\* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at [easyaccess@yvw.com.au](mailto:easyaccess@yvw.com.au) or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro".

Joe Gargaro

Divisional Manager, Development Services

INFORMATION ONLY

## **SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:**

For any heavyweight garages, carports and sheds greater than 10 square metres in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'A' or 'D' for this structure.

For structures adjacent to the sewer asset the following conditions apply.

2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
4. Driven Piles are not permitted.
5. 24 hour unobstructed access is required.
6. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
7. Maximum width allowed for eaves is 600 mm.
8. Residences/ habitable structures are not permitted to be constructed over the sewer mains.
9. Single storey construction is only permitted where a garage traverses the sewer main.

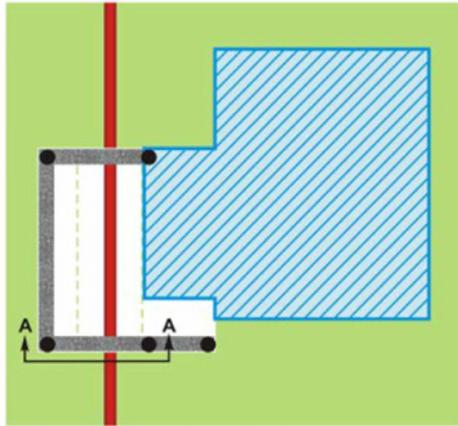
For structures traversing the sewer main, the following additional conditions apply.

10. Section of structure must not exceed 8 m in length.
11. Pier and beam footings/ foundations will be required to extend a minimum depth to the angle of repose to the invert level of the sewer.
12. Pier and beam footings/ foundations traversing the sewer main must be a minimum 600 mm away but no further than 1.0 m to the outside edge of the sewer main.
13. Foundations traversing the sewer main must maintain a minimum 600 mm vertical clearance to the sewer main.
14. Concrete floor is to be of non-structural infill slab only.
15. Foundation design must incorporate strip footings with an infill pavement slab (footings poured separately to a non-structural pavement).

16. Construction joints/ saw cuts incorporated into the design must be provided at maximum centres of 1.2 m, and be centrally located over the sewer to identify the removable section.
17. Height clearance is required, unless the structure is demountable. The height clearance is taken to be the height of the walls as specified in the *Guidelines for Proposed Works Over / Adjacent to Water Authority Assets*.
18. A structurally independent roof must be provided when attached to another structure.
19. If a first storey is to partially encroach over a garage, no loading from the first storey area can be supported or transferred to the outside ground floor footing/ foundation of the garage. A structural engineers report/ plan must be provided confirming the above.
20. The first storey clearance must maintain a minimum 600 mm horizontal clearance from the outside edge of the sewer main.
21. No plumbing fixtures, fixed storage, shelving or internal walls that restrict access will be allowed within a garage over the sewer main or easement.

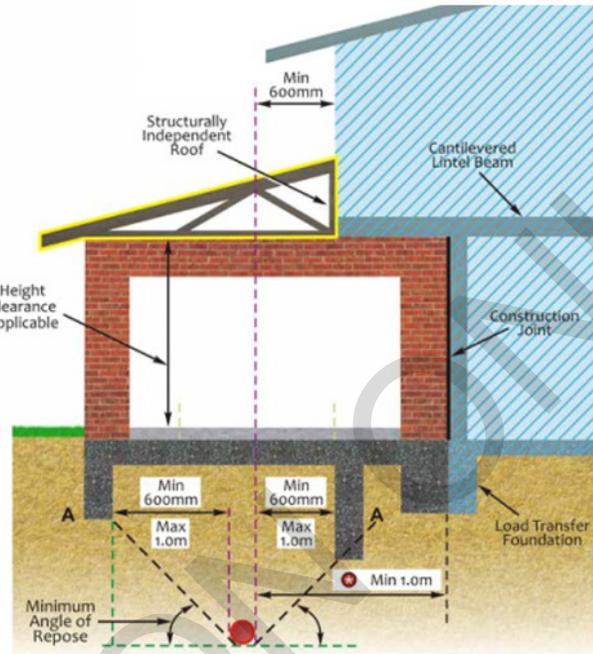
# BRICK GARAGE - CARPORT >10m<sup>2</sup>

## GARAGE TRAVERSING SEWER MAIN



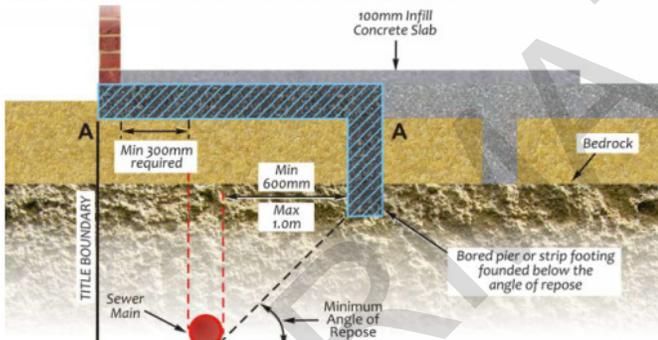
- First storey must maintain a minimum 600mm horizontal clearance from outside edge of sewer main.
- No loading from the first storey area can be supported / transferred to the outside ground floor footing/ foundation of the garage. Height clearance will be applicable.
- Non Structural In Fill Concrete Slab.
- Bored or excavated piers to engineers design.
- Saw cut/const joint 1.2m wide centrally located over sewer.

**NOTE:** All foundation design to be in accordance with Structural Engineer design/local council requirements. Drawings & written confirmation by an engineer must be submitted confirming the above.



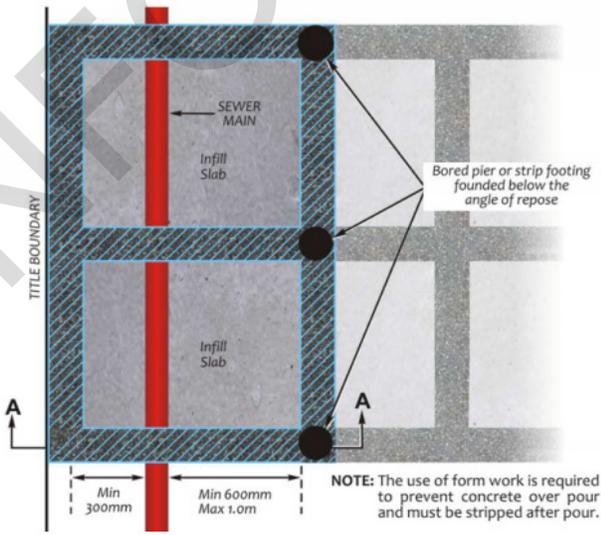
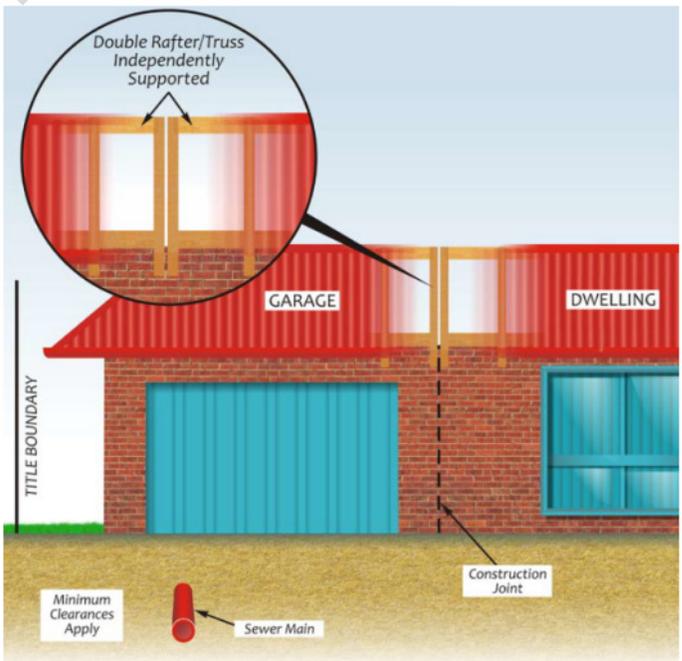
**SECTION A-A**  
 • Load bearing foundation must be minimum of 1.0 metre horizontal clearance from edge of sewer main or outside of easement whichever is greater.

## GROUND FLOOR CANTILEVERING

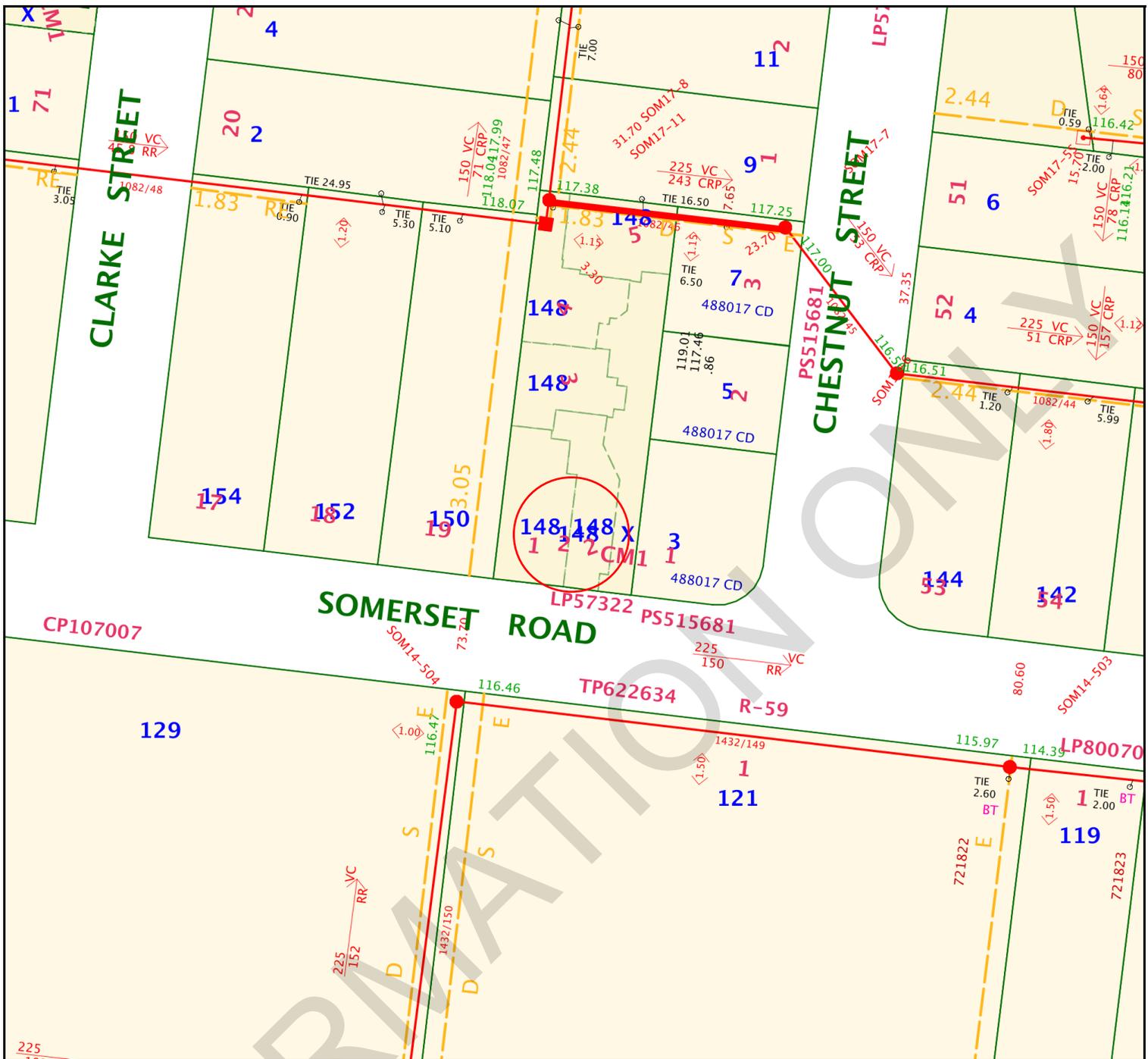


**SECTION A-A**  
 Ground Floor cantilevered suspended beam to Engineer's design must be on verified bedrock. A Geotechnical report confirming this will be required.

## STRUCTURALLY INDEPENDENT ROOFING



**NOTE:** The use of form work is required to prevent concrete over pour and must be stripped after pour.



<b>Yarra Valley Water</b> <b>Sewerage Depth Offset</b> <b>Asset Map</b>	<b>Address</b> 148 SOMERSET ROAD CAMPBELLFIELD 3061
	<b>Date</b> 16/11/2018
	<b>Scale</b> 1:750



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

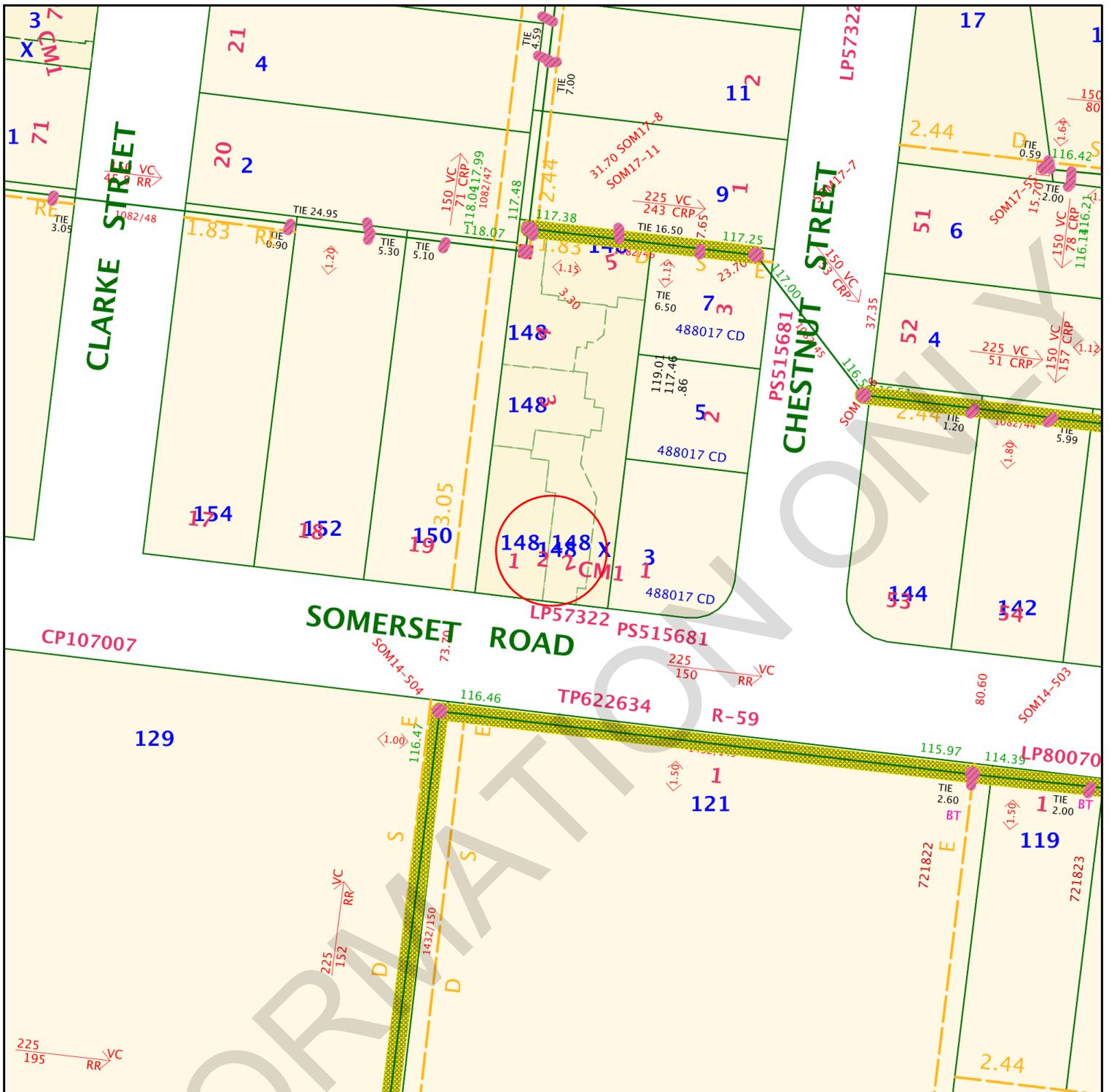
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

**ASSET DETAILS**

**Pipe Size:** 225  
**Pipe Material:** VC  
**Average Depth (m):** 1.9  
**Branch Length (m):** .95

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.

**YVW Ref:** 1196713



**Yarra Valley Water**  
**Build Over Plan Reference: Plan A**  
**General Structures**

**Address** 148 SOMERSET ROAD CAMPBELLFIELD 3061

<b>Date</b>	16/11/2018
<b>Scale</b>	1:750



Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

ABN 93 066 902 501

**Yarra Valley Water Application ID: 366715**

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

## CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

### Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

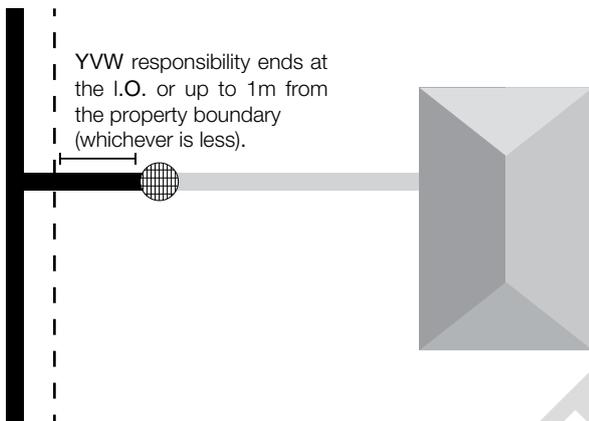
## RESPONSIBILITY OF SEWER CONNECTION POINTS

Yarra Valley Water's (YVW) responsibility of the sewer connection point extends to the first Inspection Opening (I.O.) or up to 1m into the property boundary, whichever is less.



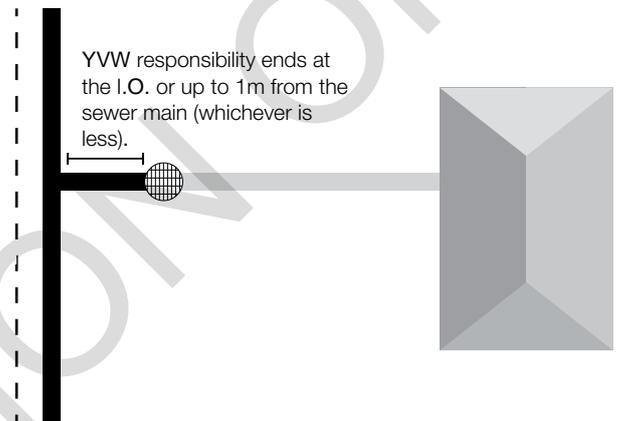
### Stand alone residence

Sewer connection point where the sewer main is outside the property.



### Stand alone residence

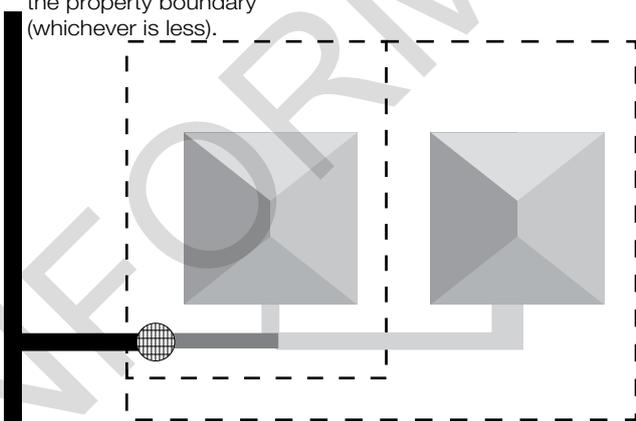
Sewer connection point where the sewer main is inside the property boundary.



### Units

Combined private plumbing

YVW responsibility ends at the I.O. or up to 1m from the property boundary (whichever is less).



### Key

-  Property owner responsibility
-  Combined property owners responsibility
-  YVW responsibility
-  Boundary of property
-  Inspection opening (I.O.)
-  Building / structure

2nd November 2018

Diyana Aodisho  
profound builders  
care of  
diyanaaodisho@gmail.com

Dear Diyana Aodisho,

**APPLICATION FOR BUILD OVER CONDITIONS**

<b>Application ID</b>	364214
<b>Property Address</b>	148 SOMERSET ROAD CAMPBELLFIELD 3061
<b>Service Location ID</b>	1196713

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **cannot proceed**.

Your planned development as submitted with this application **does not comply** with these conditions, and so **cannot proceed as proposed**. You must either amend your planned development to comply with these conditions or else undertake works to relocate or protect Yarra Valley Water assets in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. Once you have undertaken the corrective action you will need to reapply.

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

**Build Over Condition Summary \***

Brick Garages & Brick Carports Greater than 10 square metres
<ul style="list-style-type: none"> <li>• can build over the sewer main and 600mm horizontal and vertical clearance is required</li> </ul>
Carports & Sheds that are less than 10 square metres
<ul style="list-style-type: none"> <li>• cannot build over the maintenance hole and 1m horizontal clearance from the outside edge of the cover surround is required</li> </ul>

\* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at [easyaccess@yvw.com.au](mailto:easyaccess@yvw.com.au) or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro".

Joe Gargaro

Divisional Manager, Development Services

INFORMATION ONLY

## **SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:**

For any garages, carports and sheds that are less than 10 square metres in the vicinity of a maintenance hole, the following apply:

1. Refer to the attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 1000 mm horizontal clearance from the outside edge of the cover surround is required.
3. Driven Piles are not permitted.
4. Pad footings/ foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Where a structure is to be constructed boundary to boundary, suitable access to the sewer (which meets OH&S guidelines) must be provided to allow maintenance equipment and personnel access at all times.
7. Maintenance hole cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
8. Maintenance holes can only be opened by YVW's authorised personnel.

For any heavyweight garages, carports and sheds greater than 10 square metres in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'A' or 'D' for this structure.

For structures adjacent to the sewer asset the following conditions apply.

2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
4. Driven Piles are not permitted.
5. 24 hour unobstructed access is required.
6. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard

fees will apply.

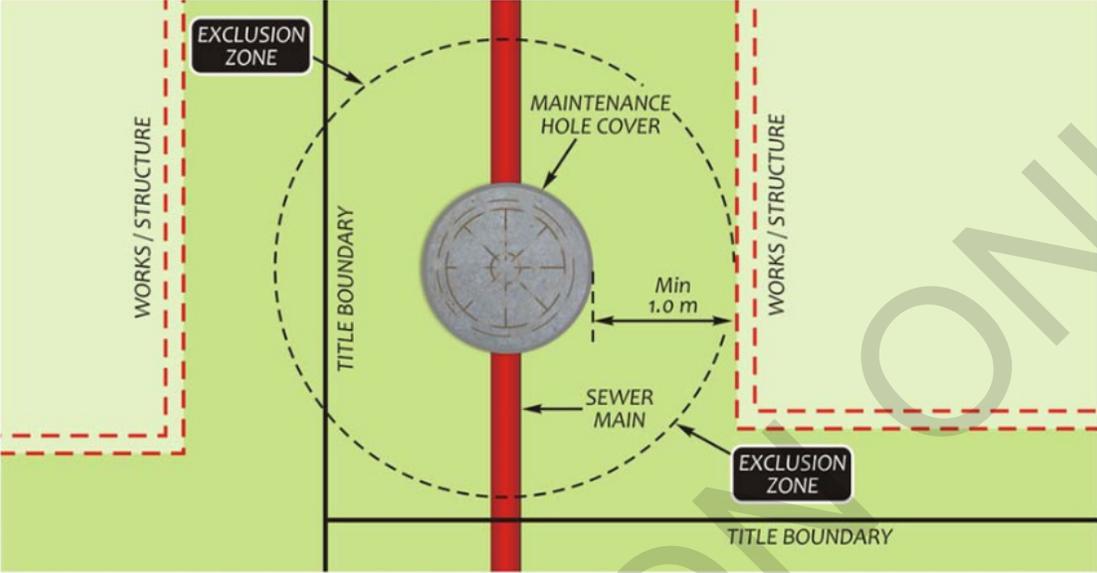
7. Maximum width allowed for eaves is 600 mm.
8. Residences/ habitable structures are not permitted to be constructed over the sewer mains.
9. Single storey construction is only permitted where a garage traverses the sewer main.

For structures traversing the sewer main, the following additional conditions apply.

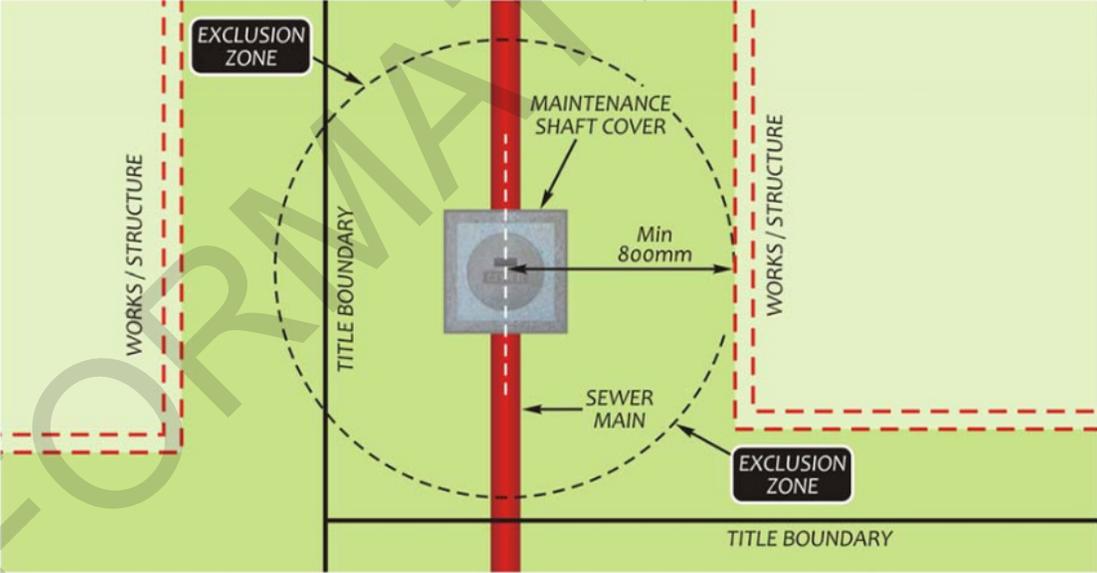
10. Section of structure must not exceed 8 m in length.
11. Pier and beam footings/ foundations will be required to extend a minimum depth to the angle of repose to the invert level of the sewer.
12. Pier and beam footings/ foundations traversing the sewer main must be a minimum 600 mm away but no further than 1.0 m to the outside edge of the sewer main.
13. Foundations traversing the sewer main must maintain a minimum 600 mm vertical clearance to the sewer main.
14. Concrete floor is to be of non-structural infill slab only.
15. Foundation design must incorporate strip footings with an infill pavement slab (footings poured separately to a non-structural pavement).
16. Construction joints/ saw cuts incorporated into the design must be provided at maximum centres of 1.2 m, and be centrally located over the sewer to identify the removable section.
17. Height clearance is required, unless the structure is demountable. The height clearance is taken to be the height of the walls as specified in the *Guidelines for Proposed Works Over / Adjacent to Water Authority Assets*.
18. A structurally independent roof must be provided when attached to another structure.
19. If a first storey is to partially encroach over a garage, no loading from the first storey area can be supported or transferred to the outside ground floor footing/ foundation of the garage. A structural engineers report/ plan must be provided confirming the above.
20. The first storey clearance must maintain a minimum 600 mm horizontal clearance from the outside edge of the sewer main.
21. No plumbing fixtures, fixed storage, shelving or internal walls that restrict access will be allowed within a garage over the sewer main or easement.

# MAINTENANCE STRUCTURES

## MAINTENANCE HOLE

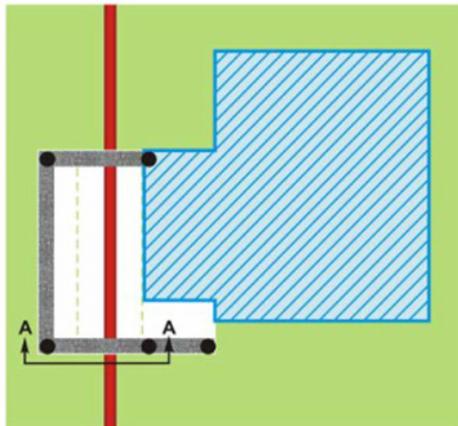


## MAINTENANCE CHAMBER, MAINTENANCE SHAFT & INSPECTION SHAFT



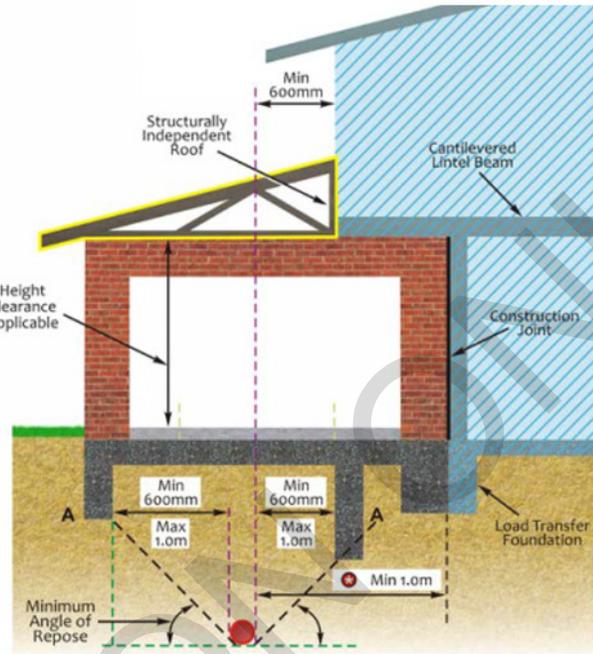
# BRICK GARAGE - CARPORT >10m<sup>2</sup>

## GARAGE TRAVERSING SEWER MAIN



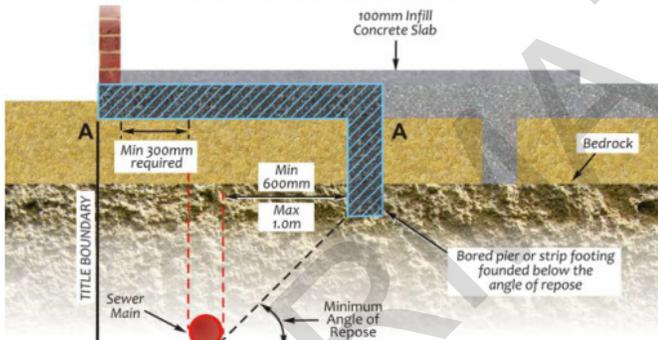
- First storey must maintain a minimum 600mm horizontal clearance from outside edge of sewer main.
- No loading from the first storey area can be supported / transferred to the outside ground floor footing/ foundation of the garage. Height clearance will be applicable.
- Non Structural In Fill Concrete Slab.
- Bored or excavated piers to engineers design.
- Saw cut/const joint 1.2m wide centrally located over sewer.

**NOTE:** All foundation design to be in accordance with Structural Engineer design/local council requirements. Drawings & written confirmation by an engineer must be submitted confirming the above.



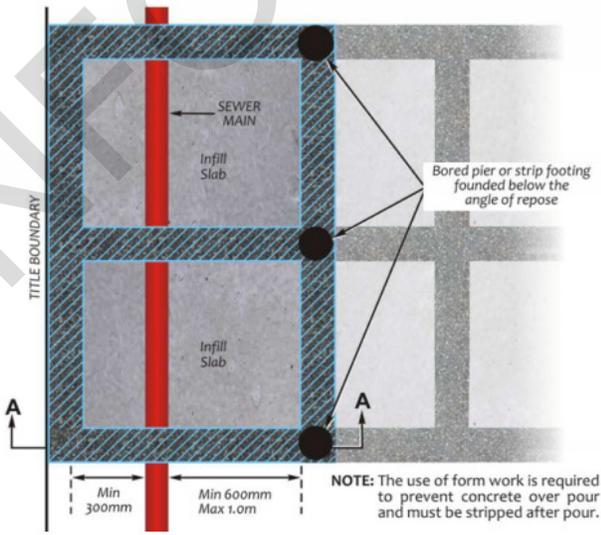
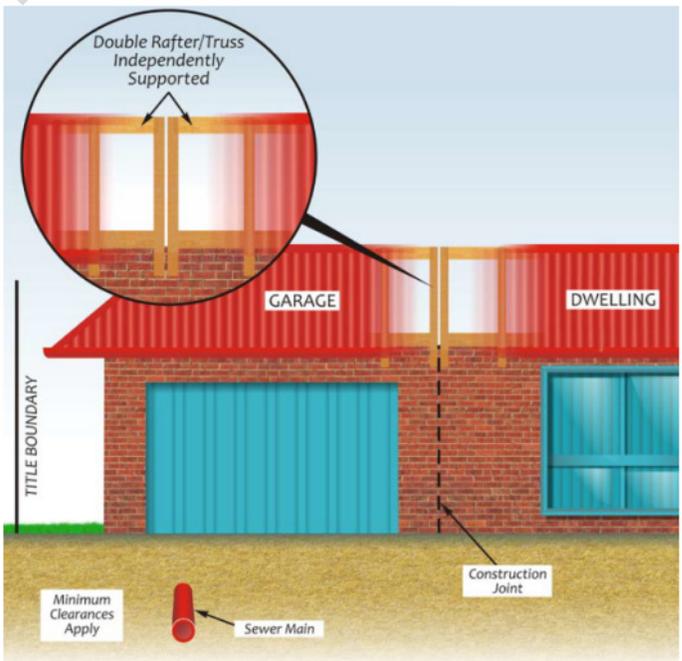
**SECTION A-A**  
 • Load bearing foundation must be minimum of 1.0 metre horizontal clearance from edge of sewer main or outside of easement whichever is greater.

## GROUND FLOOR CANTILEVERING

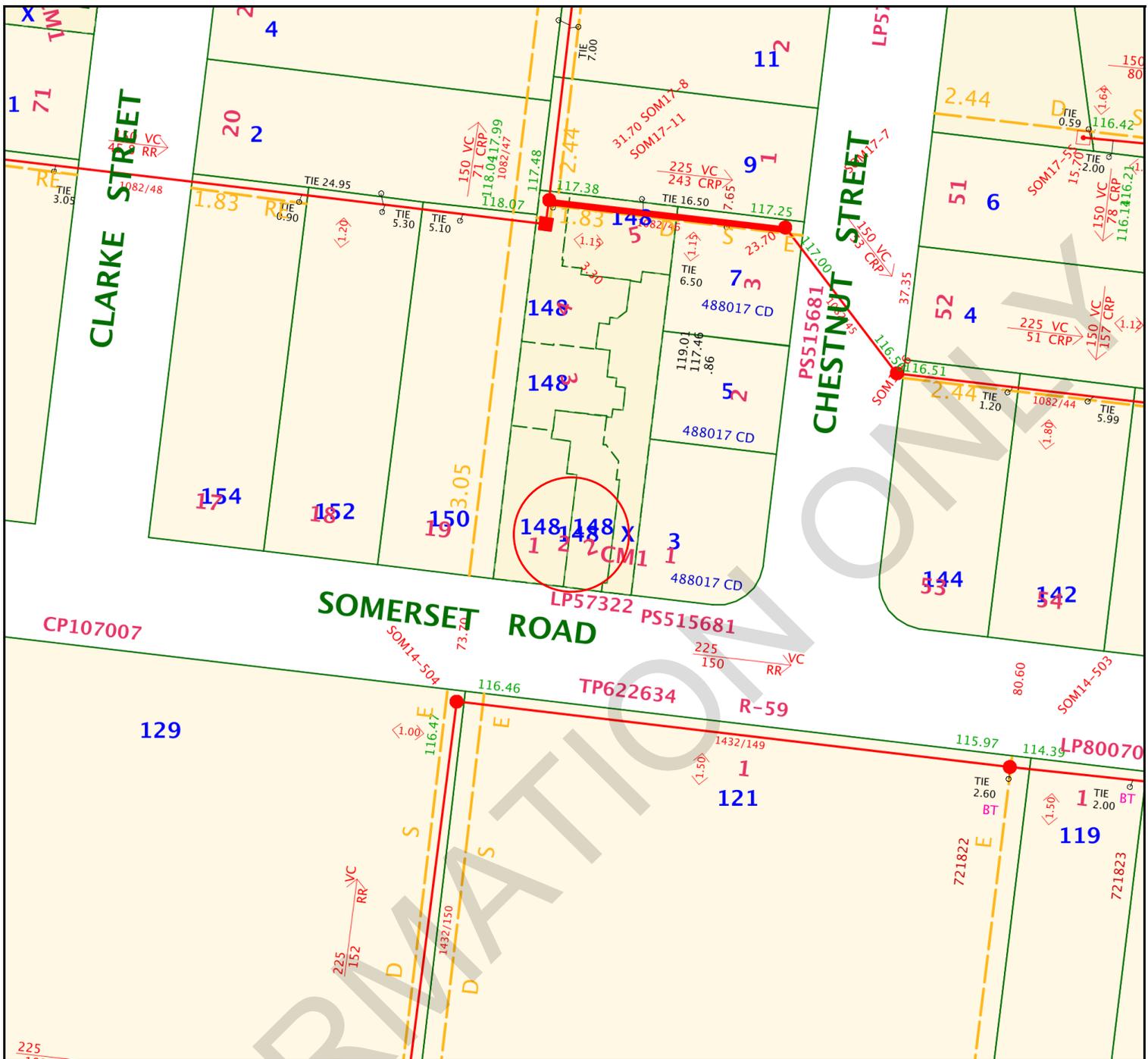


**SECTION A-A**  
 Ground Floor cantilevered suspended beam to Engineer's design must be on verified bedrock. A Geotechnical report confirming this will be required.

## STRUCTURALLY INDEPENDENT ROOFING



**NOTE:** The use of form work is required to prevent concrete over pour and must be stripped after pour.



<b>Yarra Valley Water</b> <b>Sewerage Depth Offset</b> <b>Asset Map</b>	<b>Address</b> 148 SOMERSET ROAD CAMPBELLFIELD 3061
	<b>Date</b> 02/11/2018
	<b>Scale</b> 1:750



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

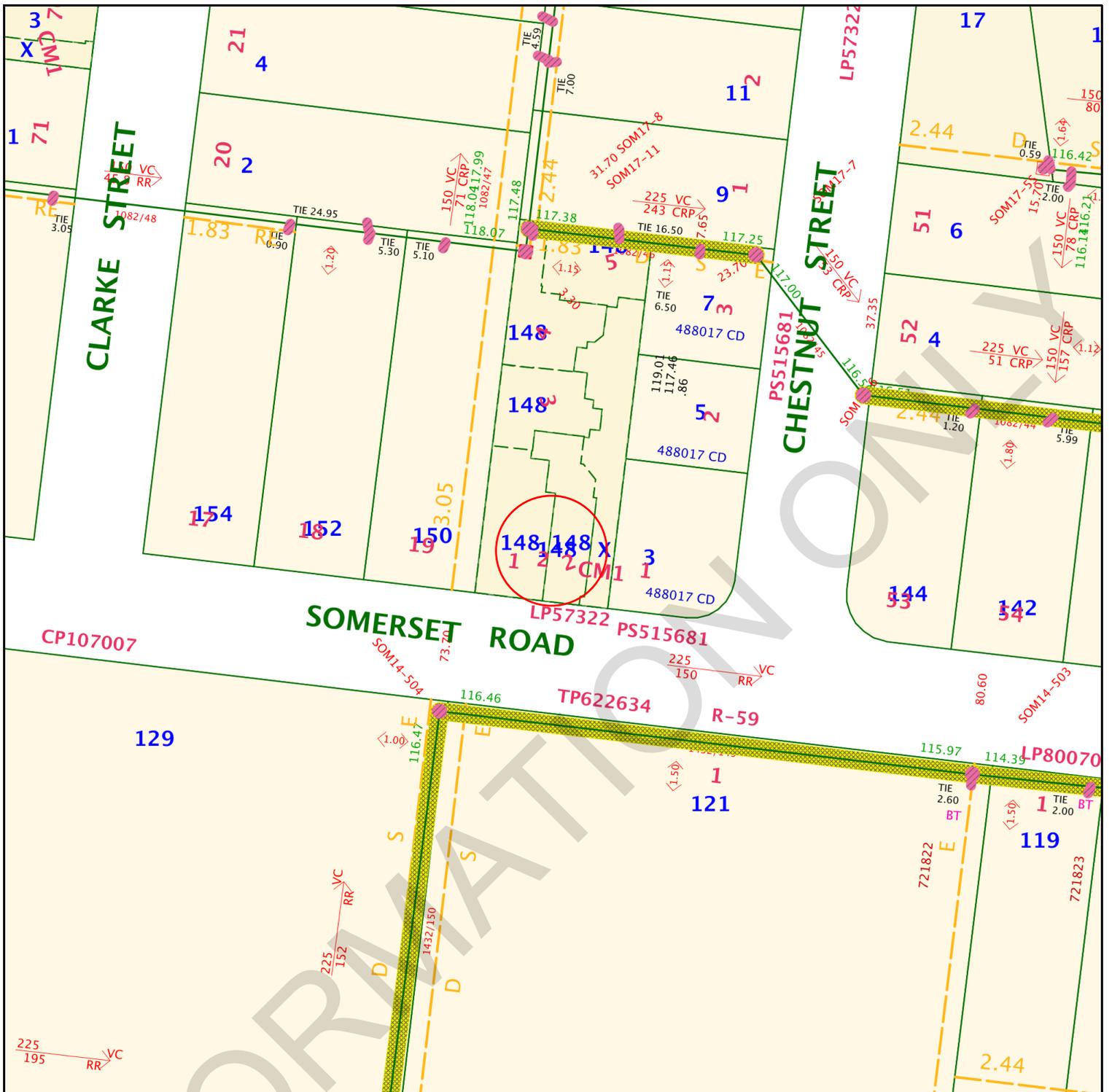
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

**ASSET DETAILS**

**Pipe Size:** 225  
**Pipe Material:** VC  
**Average Depth (m):** 1.9  
**Branch Length (m):** .95

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.

**YVW Ref:** 1196713



<b>Yarra Valley Water</b> <b>Build Over Plan Reference: Plan A</b> <b>General Structures</b>	<b>Address</b> 148 SOMERSET ROAD CAMPBELLFIELD 3061		
	<b>Date</b> 02/11/2018 <b>Scale</b> 1:750		

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

**Yarra Valley Water Application ID: 364214**

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

## CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

### Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

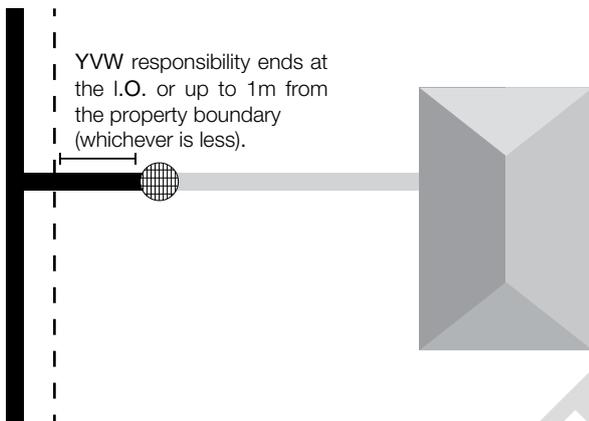
## RESPONSIBILITY OF SEWER CONNECTION POINTS

Yarra Valley Water's (YVW) responsibility of the sewer connection point extends to the first Inspection Opening (I.O.) or up to 1m into the property boundary, whichever is less.



### Stand alone residence

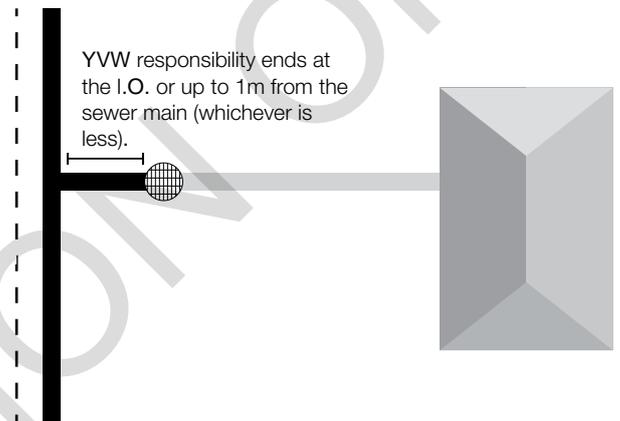
Sewer connection point where the sewer main is outside the property.



YVW responsibility ends at the I.O. or up to 1m from the property boundary (whichever is less).

### Stand alone residence

Sewer connection point where the sewer main is inside the property boundary.

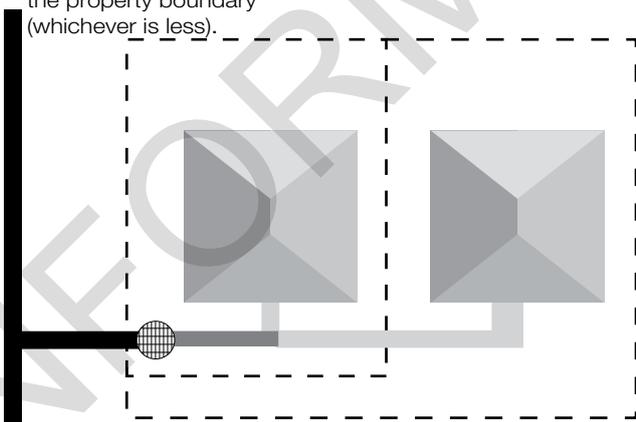


YVW responsibility ends at the I.O. or up to 1m from the sewer main (whichever is less).

### Units

Combined private plumbing

YVW responsibility ends at the I.O. or up to 1m from the property boundary (whichever is less).



### Key

-  Property owner responsibility
-  Combined property owners responsibility
-  YVW responsibility
-  Boundary of property
-  Inspection opening (I.O.)
-  Building / structure

28th July 2017

Diyana Aodisho  
PROFOUND BUILDERS  
care of  
diyanaaodisho@gmail.com

Dear Diyana Aodisho,

**APPLICATION FOR BUILD OVER CONDITIONS**

<b>Application ID</b>	272277
<b>Property Address</b>	148 SOMERSET ROAD CAMPBELLFIELD 3061
<b>Service Location ID</b>	1196713

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

<b>Build Over Condition Summary *</b>
Residential or Habitable Structure <ul style="list-style-type: none"> <li>cannot build over the sewer main and 600mm horizontal clearance is required</li> </ul>
Brick Garages & Brick Carports Greater than 10 square metres <ul style="list-style-type: none"> <li>can build over the sewer main and 600mm horizontal and vertical clearance is required</li> </ul>
Carports & Sheds that are less than 10 square metres <ul style="list-style-type: none"> <li>can build over the sewer main and 600mm horizontal and vertical clearance is required</li> </ul>
Excavation & Landscaping <ul style="list-style-type: none"> <li>can be undertaken over the sewer main and 600mm horizontal and vertical clearance is required, maximum fill over the sewer main is 1m</li> <li>cannot be undertaken over the sewer branch servicing an adjoining property or multiple lots and 600mm horizontal clearance is required</li> <li>cannot be undertaken over the maintenance hole and 1m horizontal clearance from the outside edge of the cover surround is required</li> </ul>
Driveway Vehicle Crossing / Crossover <ul style="list-style-type: none"> <li>for water hydrants, valves or fittings located within a proposed vehicle crossover must be relocated to an appropriately accessible location</li> <li>for sewer maintenance structures located within a proposed vehicle crossover, cover levels match the surface level of the crossover</li> </ul>

\* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at [easyaccess@yvw.com.au](mailto:easyaccess@yvw.com.au) or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'J P Maudsley', written in a cursive style.

John Maudsley

Divisional Manager, Development Services

INFORMATION ONLY

## SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any residential or habitable structure in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'B' for this structure;
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance must be maintained from the outside edge of the sewer main
3. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
4. Driven Piles are not permitted.
5. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Maximum width allowed for eaves is 600mm.
8. Balconies/ canopies are permitted where height clearances as indicated in the table below are achieved

Height Clearance – height clearance is taken to be height of the walls	
Depth to invert of sewer main	Minimum height clearance above floor level
Less than 2.7m	2.1m or depth of sewer main whichever is greater
2.7m to 3.5m	2.7m

For any excavation and landscaping for a residential property in the vicinity of a maintenance hole, the following apply:

1. Refer to the attached plans 'A' or 'D' for this structure
2. The proposed structure cannot be built over the sewer asset. A minimum 1000 mm horizontal clearance from the outside edge of the cover surround is required.
3. Driven Piles are not permitted.
4. Pad footings/ foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Where a structure is to be constructed boundary to boundary, suitable access to the sewer (which meets OH&S guidelines) must be provided to allow maintenance equipment and personnel access at all times.
7. Maintenance hole cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
8. Maintenance holes can only be opened by YVW's authorised personnel.

For any heavyweight garages, carports and sheds greater than 10 square metres in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'A' or 'D' for this structure.

For structures adjacent to the sewer asset the following conditions apply.

2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
4. Driven Piles are not permitted.
5. 24 hour unobstructed access is required.
6. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
7. Maximum width allowed for eaves is 600 mm.
8. Residences/ habitable structures are not permitted to be constructed over the sewer mains.
9. Single storey construction is only permitted where a garage traverses the sewer main.

For structures traversing the sewer main, the following additional conditions apply.

10. Section of structure must not exceed 8 m in length.
11. Pier and beam footings/ foundations will be required to extend a minimum depth to the angle of repose to the invert level of the sewer.
12. Pier and beam footings/ foundations traversing the sewer main must be a minimum 600 mm away but no further than 1.0 m to the outside edge of the sewer main.
13. Foundations traversing the sewer main must maintain a minimum 600 mm vertical clearance to the sewer main.
14. Concrete floor is to be of non-structural infill slab only.
15. Foundation design must incorporate strip footings with an infill pavement slab (footings poured separately to a non-structural pavement).
16. Construction joints/ saw cuts incorporated into the design must be provided at maximum

centres of 1.2 m, and be centrally located over the sewer to identify the removable section.

17. Height clearance is required, unless the structure is demountable. The height clearance is taken to be the height of the walls as specified in the *Guidelines for Proposed Works Over / Adjacent to Water Authority Assets*.
18. A structurally independent roof must be provided when attached to another structure.
19. If a first storey is to partially encroach over a garage, no loading from the first storey area can be supported or transferred to the outside ground floor footing/ foundation of the garage. A structural engineers report/ plan must be provided confirming the above.
20. The first storey clearance must maintain a minimum 600 mm horizontal clearance from the outside edge of the sewer main.
21. No plumbing fixtures, fixed storage, shelving or internal walls that restrict access will be allowed within a garage over the sewer main or easement.

For any garages, carports and sheds that are less than 10 square metres in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'A' or 'D' for this structure
- For structures adjacent to the sewer asset the following conditions apply.
2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
  3. Pad footings/foundations are permitted.
  4. Where pad footings are not structurally acceptable, footings/foundations must extend a minimum depth to the angle of repose to the invert level of the sewer main to ensure that no additional load will be placed on the sewer main by the structure.
  5. Driven Piles are not permitted.
  6. 24 hour unobstructed access is required.

For structures traversing the sewer main, the following additional conditions apply

7. Foundations crossing the sewer main must maintain a minimum 600 mm vertical clearance.
8. A concrete floor is to be of non-structural infill slab only, as, if required to be removed, it would not affect the integrity of the structure.
9. Height clearance is required, unless the structure is demountable. The height clearance is taken to be the height of the walls.
10. A structurally independent roof must be provided when attached to another structure. Engineers plans must be submitted showing the independence of the roof.

For any excavation and landscaping for a residential property in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'A' for this structure.
2. The proposed structure cannot be built over the property connection branch. A minimum 600 mm horizontal clearance between the proposed works/ foundation and the property connection branch.

3. Pad footings/ foundations are permitted
4. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
5. Driven piles are not permitted.

For any excavation and landscaping for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

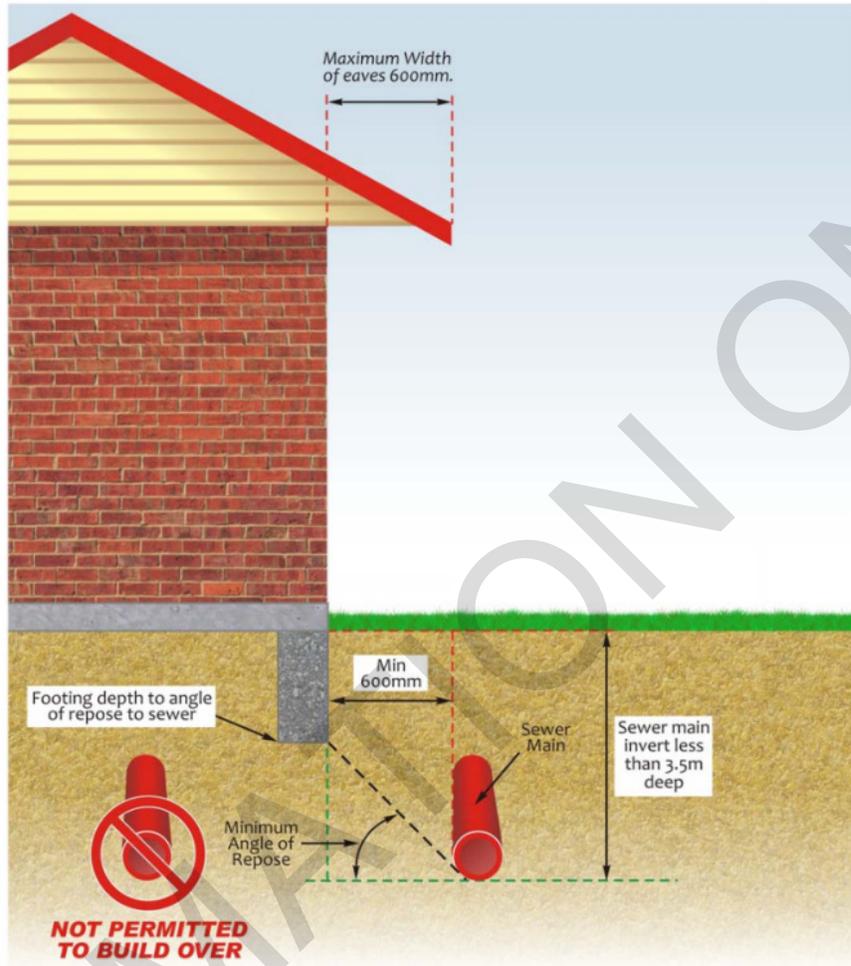
1. Refer to attached plan 'A' or 'D' for this structure.
2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Where you need to transverse the sewer main during excavation or landscaping, the following additional conditions apply
8. The maximum fill allowed over the sewer main is 1.0 m.
9. A minimum 600 mm vertical clearance is to be maintained over the sewer main
10. Rockeries and other garden ornamentation are permitted.  
Feature works must be easily relocatable.
11. Below ground ponds are not permitted.
12. The Owner will be responsible for the emptying and refilling of water features. This must comply with the current water restrictions in place.

For any driveway vehicle crossing/ crossover proposed over Yarra Valley Water water mains the following apply:

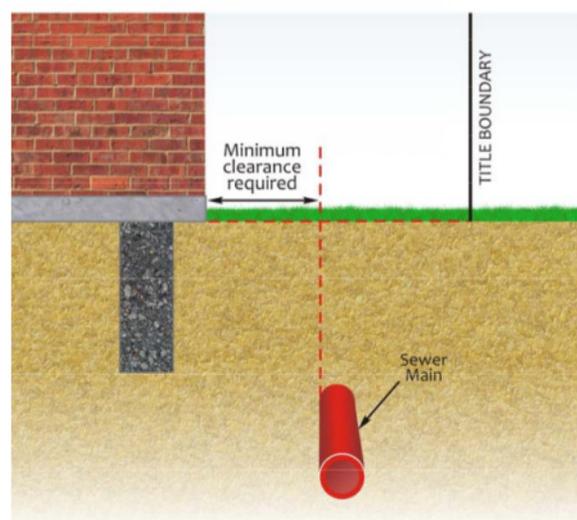
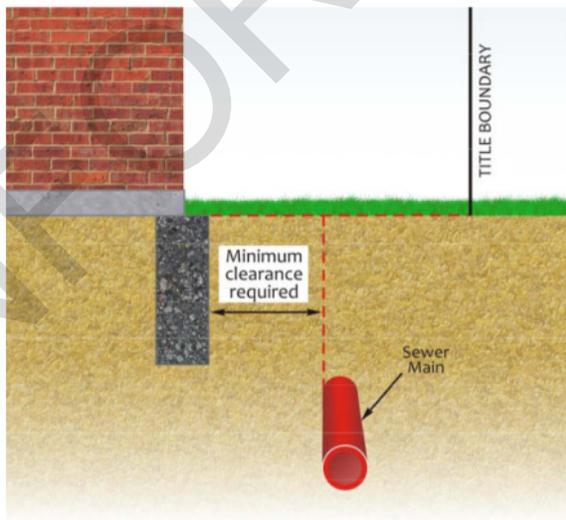
1. Any water hydrants, valves or fittings that are located within the proposed vehicle crossover must be relocated to an appropriately accessible location, preferably in the nature strip and must maintain 1m horizontal clearance from the proposed and any existing vehicle crossovers. Relative positioning between hydrants, valves and fittings must be maintained in the relocation.
2. Sewer maintenance structures located within a proposed vehicle crossover must be altered to ensure cover levels match the surface level of the proposed crossover. If heavy covers are required to be fitted, they will need to comply with YVW's requirements.
3. Where relocation works are required the works are to be carried out by Yarra Valley Water at the Owner's expense.

# HABITABLE STRUCTURE

## SEWER MAIN INVERT LESS THAN 3.5 METRES HABITABLE STRUCTURE



## CLEARANCES REQUIRED FROM ASSETS

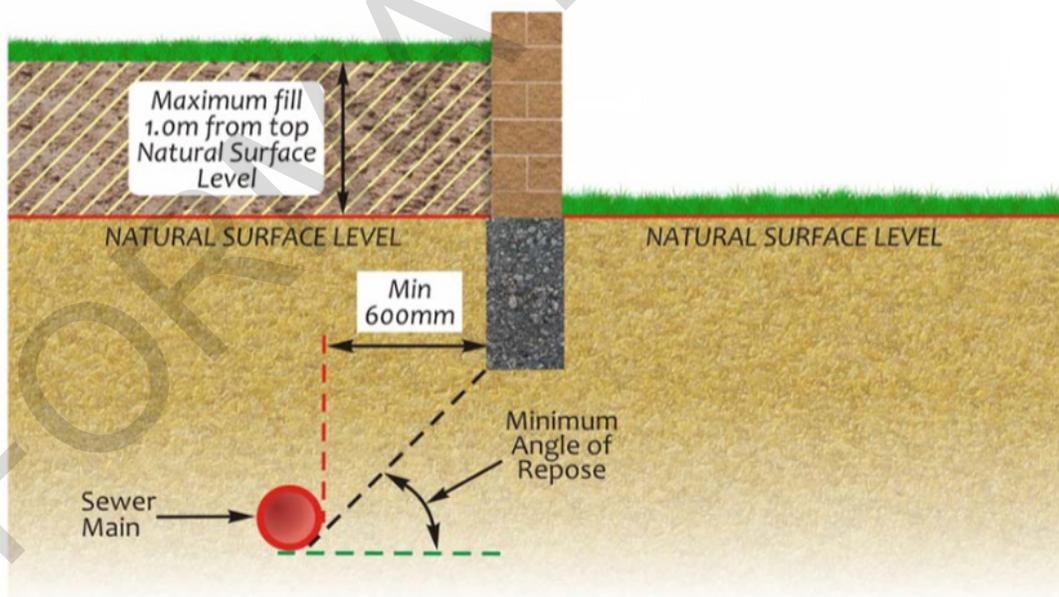
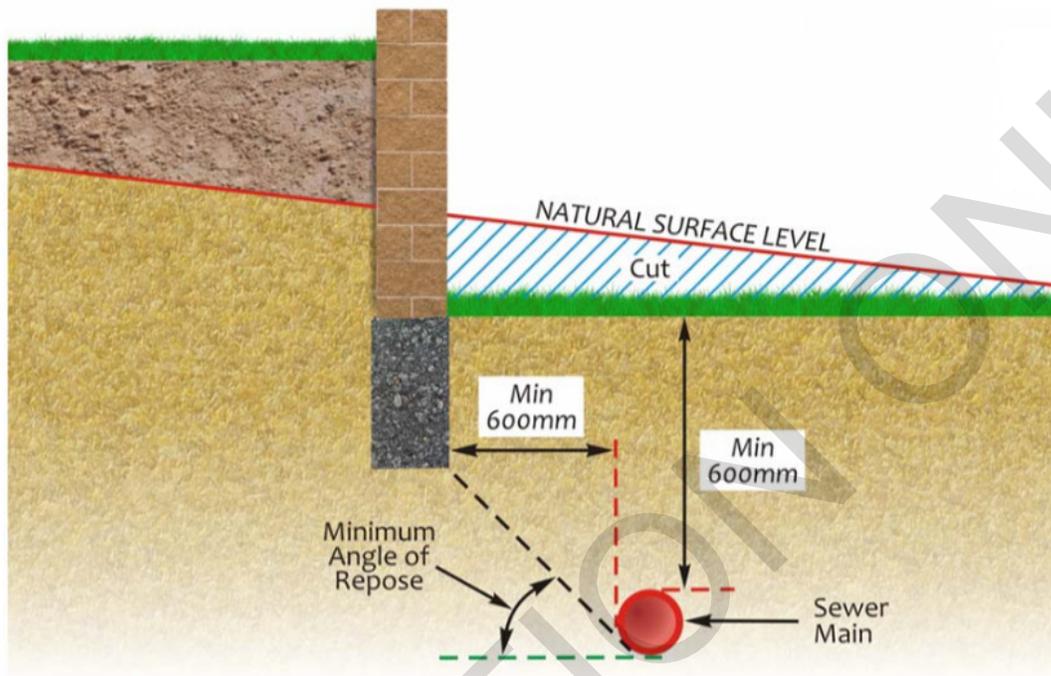


THE CLEARANCE IS TAKEN TO THE CLOSEST PART OF THE WORKS, BE IT FOUNDATION OR WALL

# EXCAVATION - LANDSCAPING

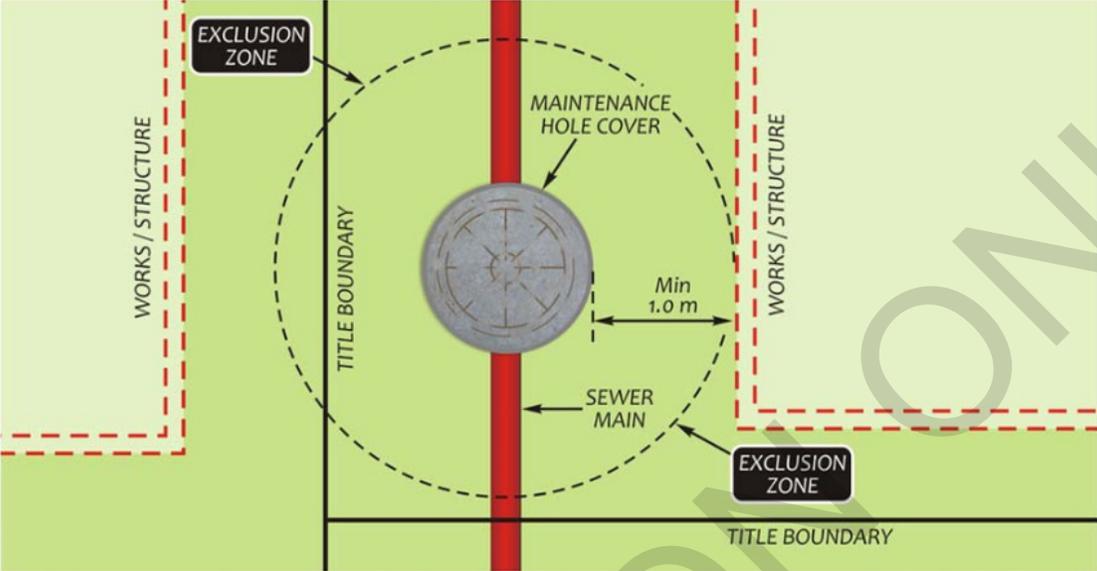
## EXCAVATION - CUT & FILL

ADJACENT TO SEWER

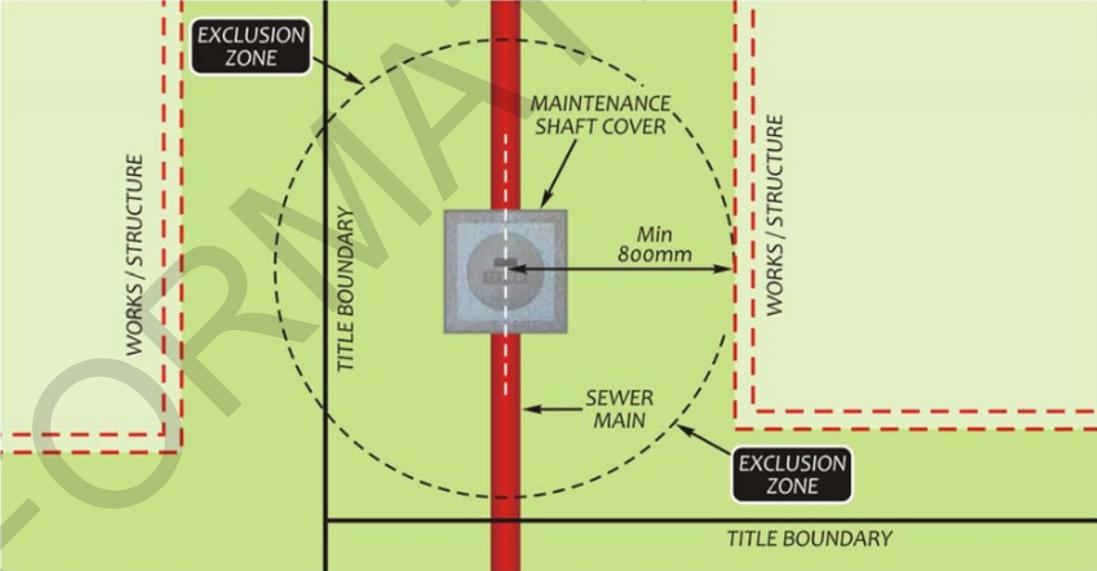


# MAINTENANCE STRUCTURES

## MAINTENANCE HOLE

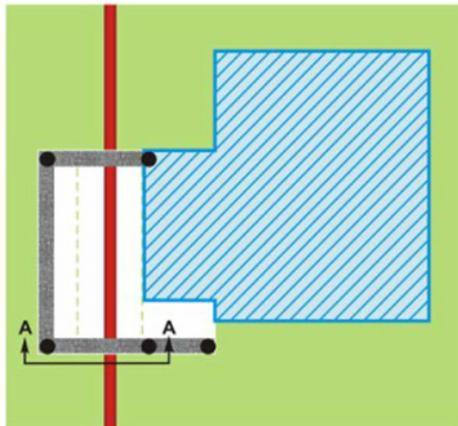


## MAINTENANCE CHAMBER, MAINTENANCE SHAFT & INSPECTION SHAFT



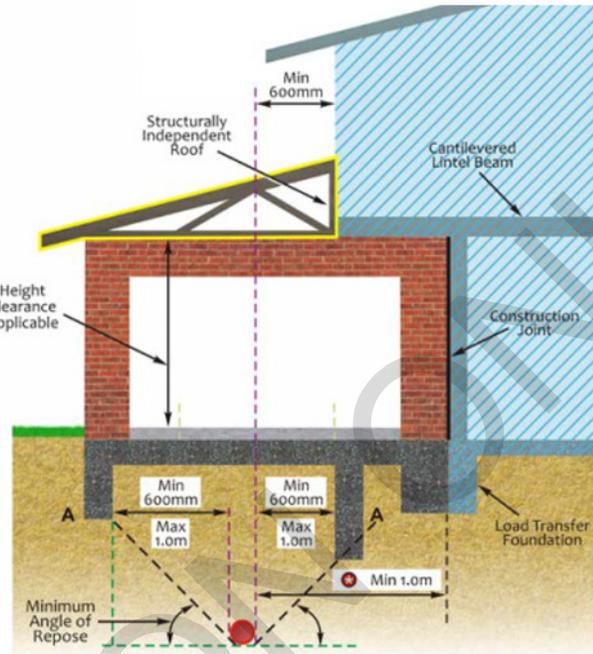
# BRICK GARAGE - CARPORT >10m<sup>2</sup>

## GARAGE TRAVERSING SEWER MAIN



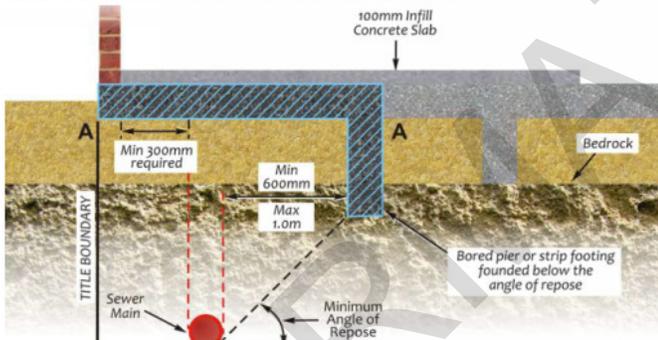
- First storey must maintain a minimum 600mm horizontal clearance from outside edge of sewer main.
- No loading from the first storey area can be supported / transferred to the outside ground floor footing/ foundation of the garage. Height clearance will be applicable.
- Non Structural In Fill Concrete Slab.
- Bored or excavated piers to engineers design.
- Saw cut/const joint 1.2m wide centrally located over sewer.

**NOTE:** All foundation design to be in accordance with Structural Engineer design/local council requirements. Drawings & written confirmation by an engineer must be submitted confirming the above.



**SECTION A-A**  
 • Load bearing foundation must be minimum of 1.0 metre horizontal clearance from edge of sewer main or outside of easement whichever is greater.

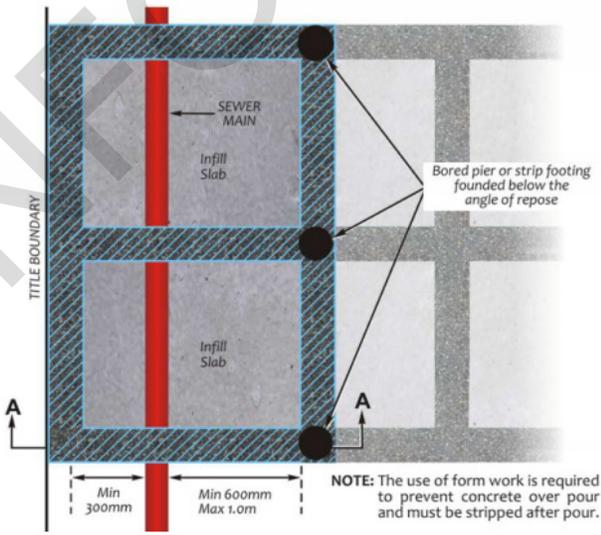
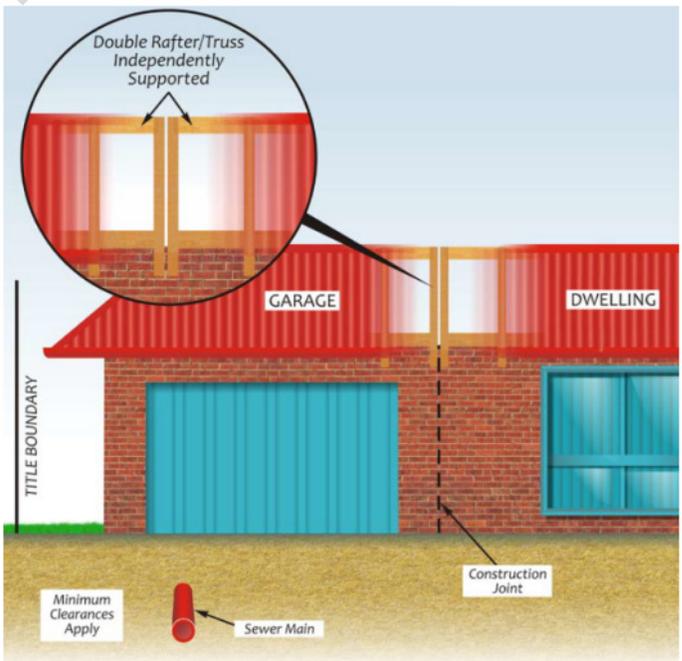
## GROUND FLOOR CANTILEVERING



**SECTION A-A**

Ground Floor cantilevered suspended beam to Engineer's design must be on verified bedrock. A Geotechnical report confirming this will be required.

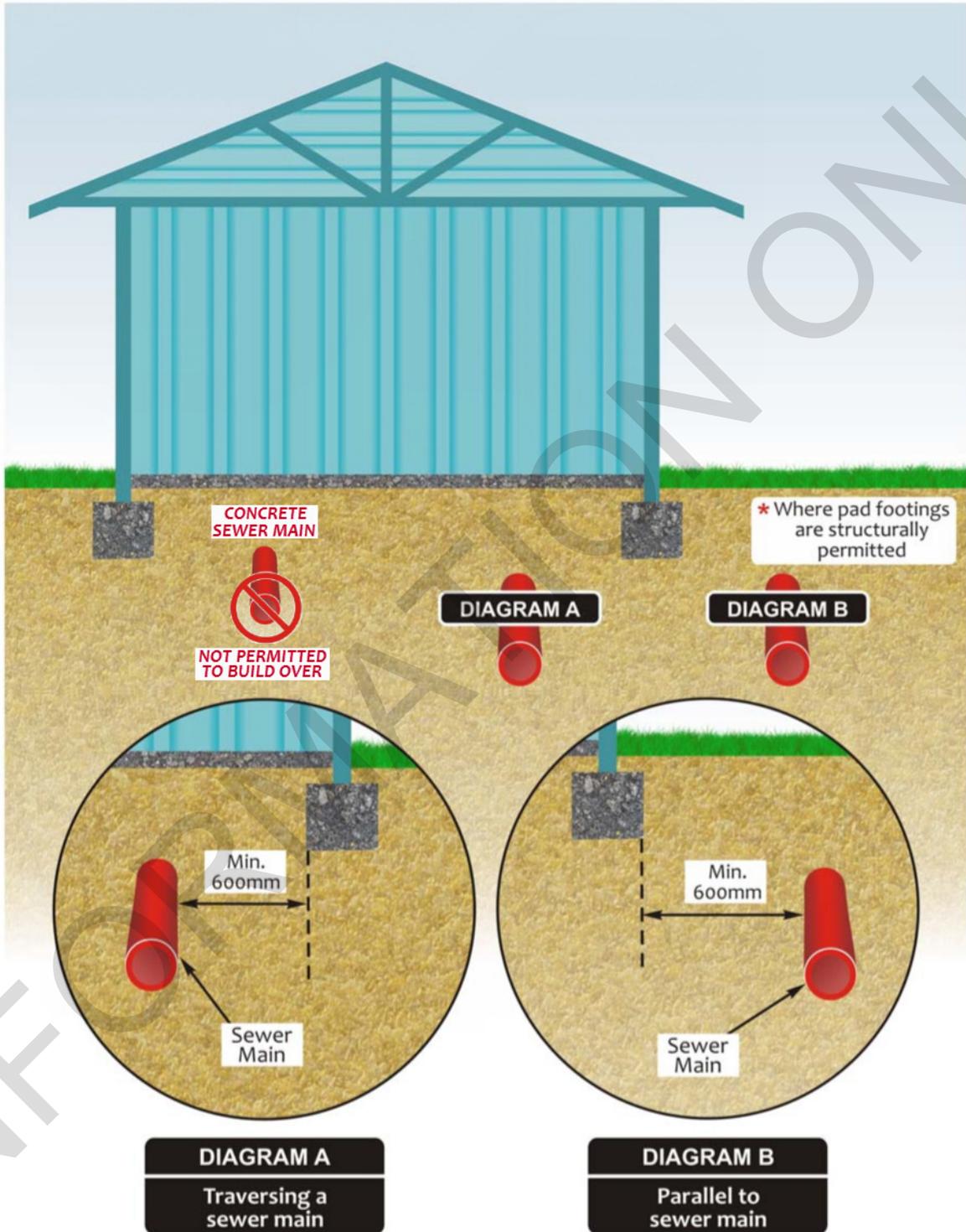
## STRUCTURALLY INDEPENDENT ROOFING

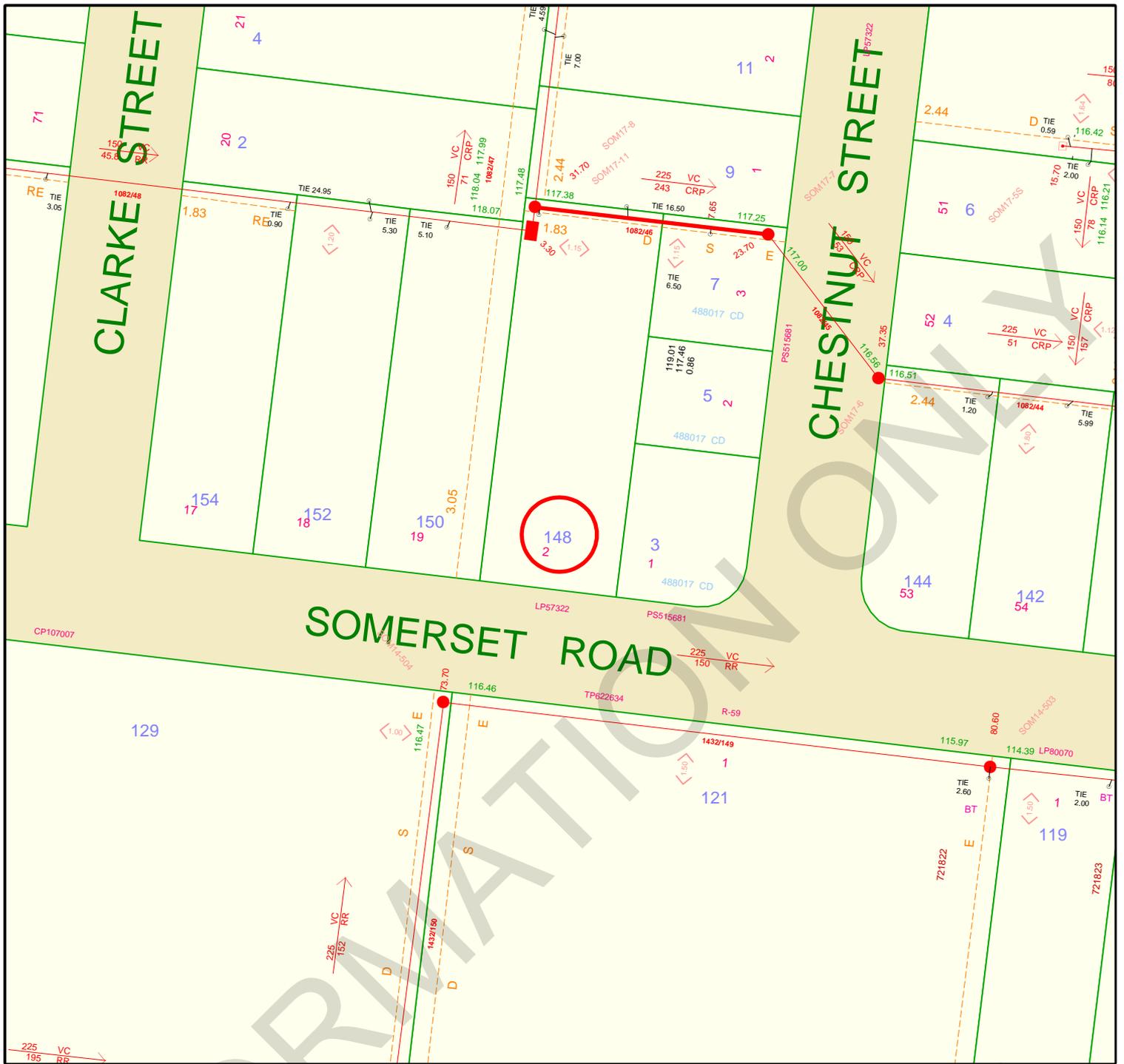


**NOTE:** The use of form work is required to prevent concrete over pour and must be stripped after pour.

# GARAGES, CARPORTS AND SHEDS FOR SEWER MAINS LESS THAN 3.5 METRES DEEP AND CONCRETE SEWER MAINS

ONLY APPLICABLE WHERE PAD FOOTINGS ARE STRUCTURALLY PERMITTED





Address 148 SOMERSET ROAD CAMPBELLFIELD 3061

**Yarra Valley Water  
Sewerage Depth Offset  
Asset Map**

Date	28/07/2017
Scale	750



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

- Existing Title
- Proposed Title
- Access Point Number
- Sewer Pipe Flow
- Existing Sewer
- Change of Grade

- Circular Access Point
- Offset Distance
- Square Manhole
- End of Pipe
- Maintenance Shaft
- Inspection Shaft
- Pump Station
- Ventilation

**Abbreviation Pipe Material**

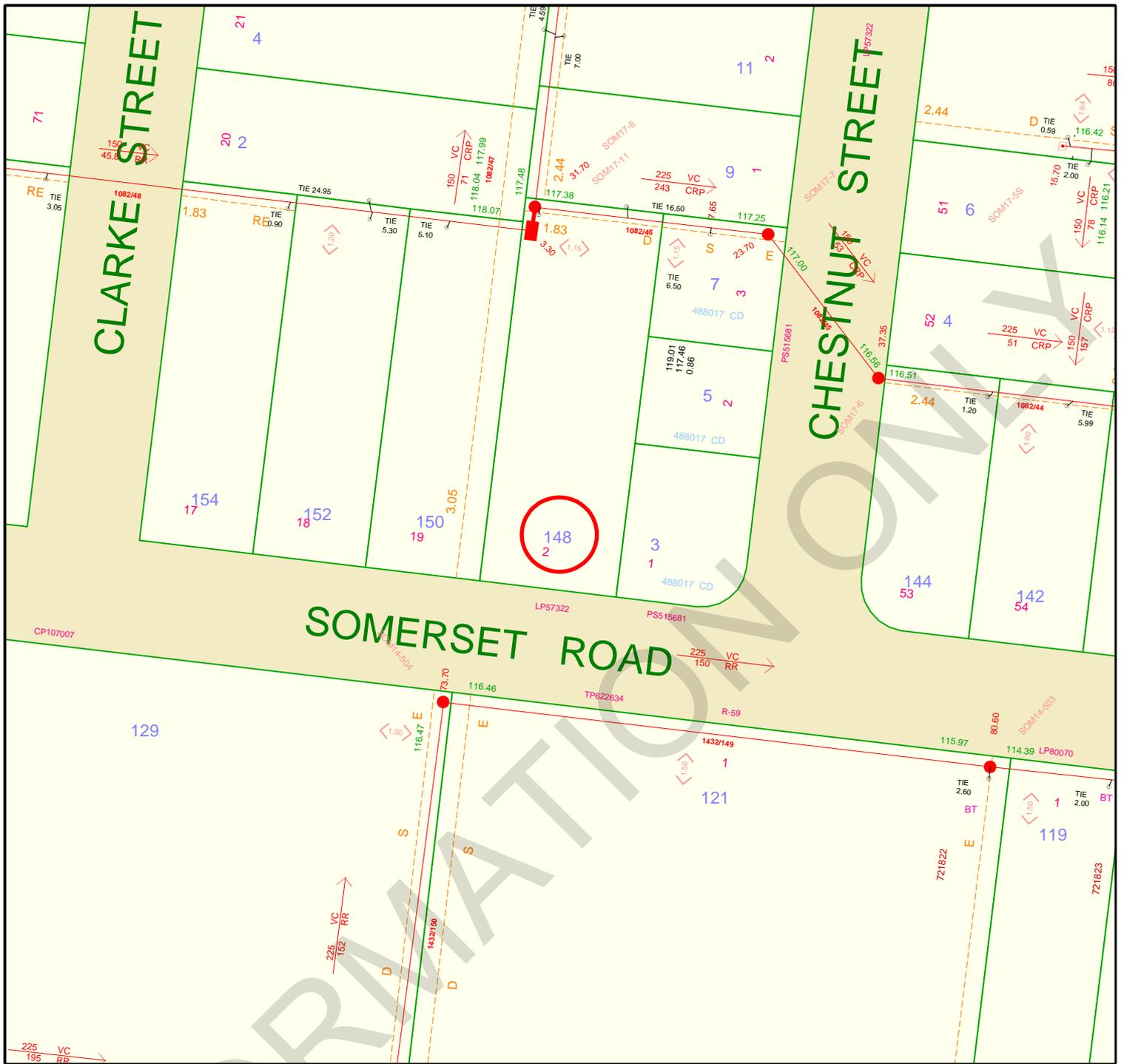
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

**ASSET DETAILS**

**Pipe Size:** 225  
**Pipe Material:** VC  
**Average Depth (m):** 1.9  
**Branch Length (m):** 0.95

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.  
 If pipe offset is not shown, it is unknown and will need to be proven on site.

**YVW Ref:** 1196713



Address 148 SOMERSET ROAD CAMPBELLFIELD 3061

**Yarra Valley Water  
Sewerage Depth Offset  
Asset Map**

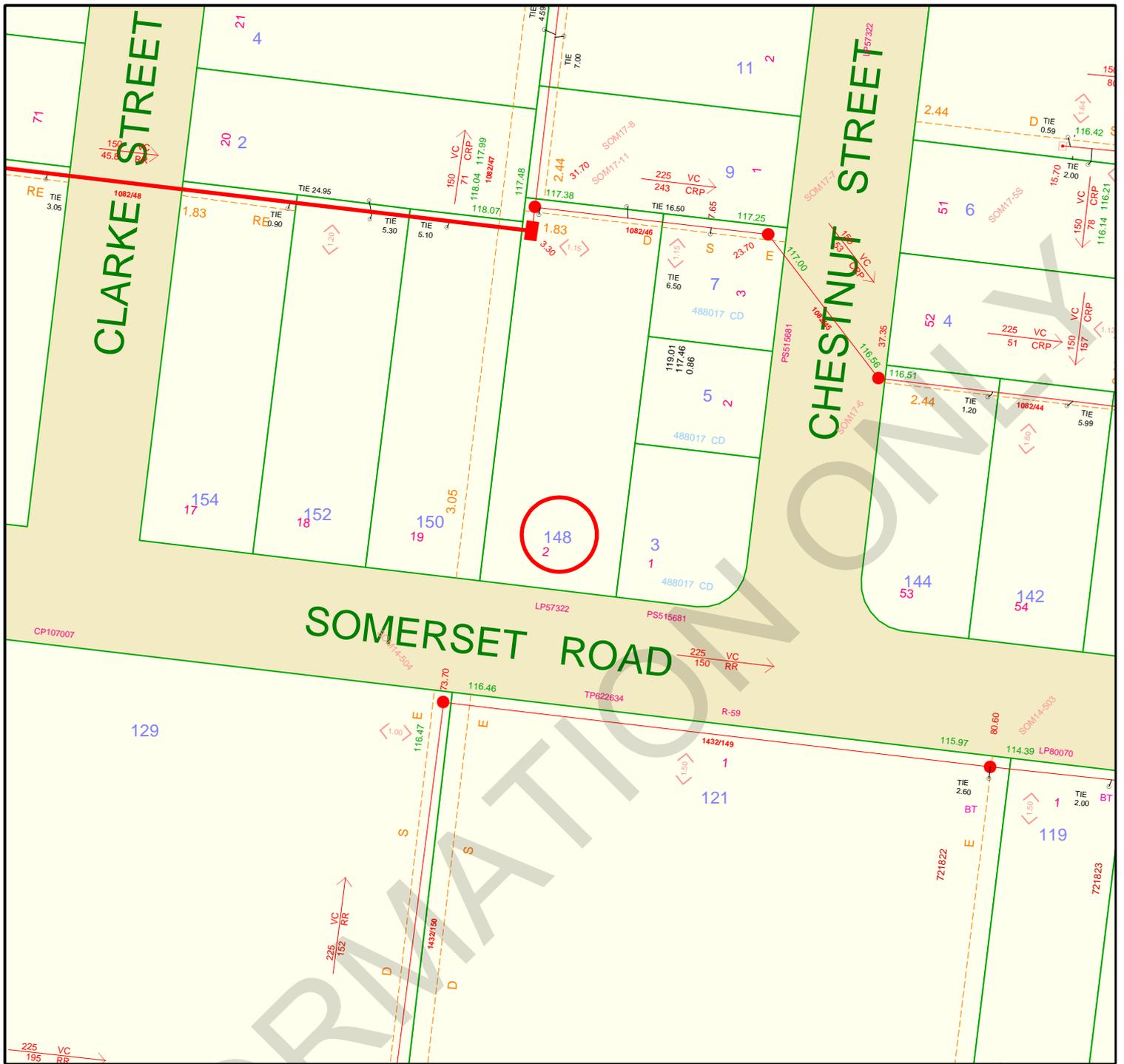
Date	28/07/2017
Scale	750



ABN 93 066 902 501

Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title		Circular Access Point		<b>Abbreviation Pipe Material</b> VC VITREOUS CLAY PVC-NP UPVC - Non Pressure PVC-PW UPVC - Profile Wall CONC CONCRETE RC/UCON CC Re/Un-reinforced PP_SW POLYPROYLENE HDPE POLYETHYLENE CI CAST IRON	<b>ASSET DETAILS</b>  <b>Pipe Size:</b> 150 <b>Pipe Material:</b> VC <b>Average Depth (m):</b> 1.6 <b>Branch Length (m):</b> 0.95  Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site. <b>YVW Ref:</b> 1196713
Proposed Title		Offset Distance			
Access Point Number		Square Manhole			
Sewer Pipe Flow		End of Pipe			
Existing Sewer		Maintenance Shaft			
Change of Grade		Inspection Shaft			
		Pump Station			
		Ventilation			



Address 148 SOMERSET ROAD CAMPBELLFIELD 3061

**Yarra Valley Water  
Sewerage Depth Offset  
Asset Map**

Date	28/07/2017
Scale	750



ABN 93 066 902 501

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- Existing Title
- Proposed Title
- Access Point Number
- Sewer Pipe Flow
- Existing Sewer
- Change of Grade

- Circular Access Point
- Offset Distance
- Square Manhole
- End of Pipe
- Maintenance Shaft
- Inspection Shaft
- Pump Station
- Ventilation

**Abbreviation Pipe Material**

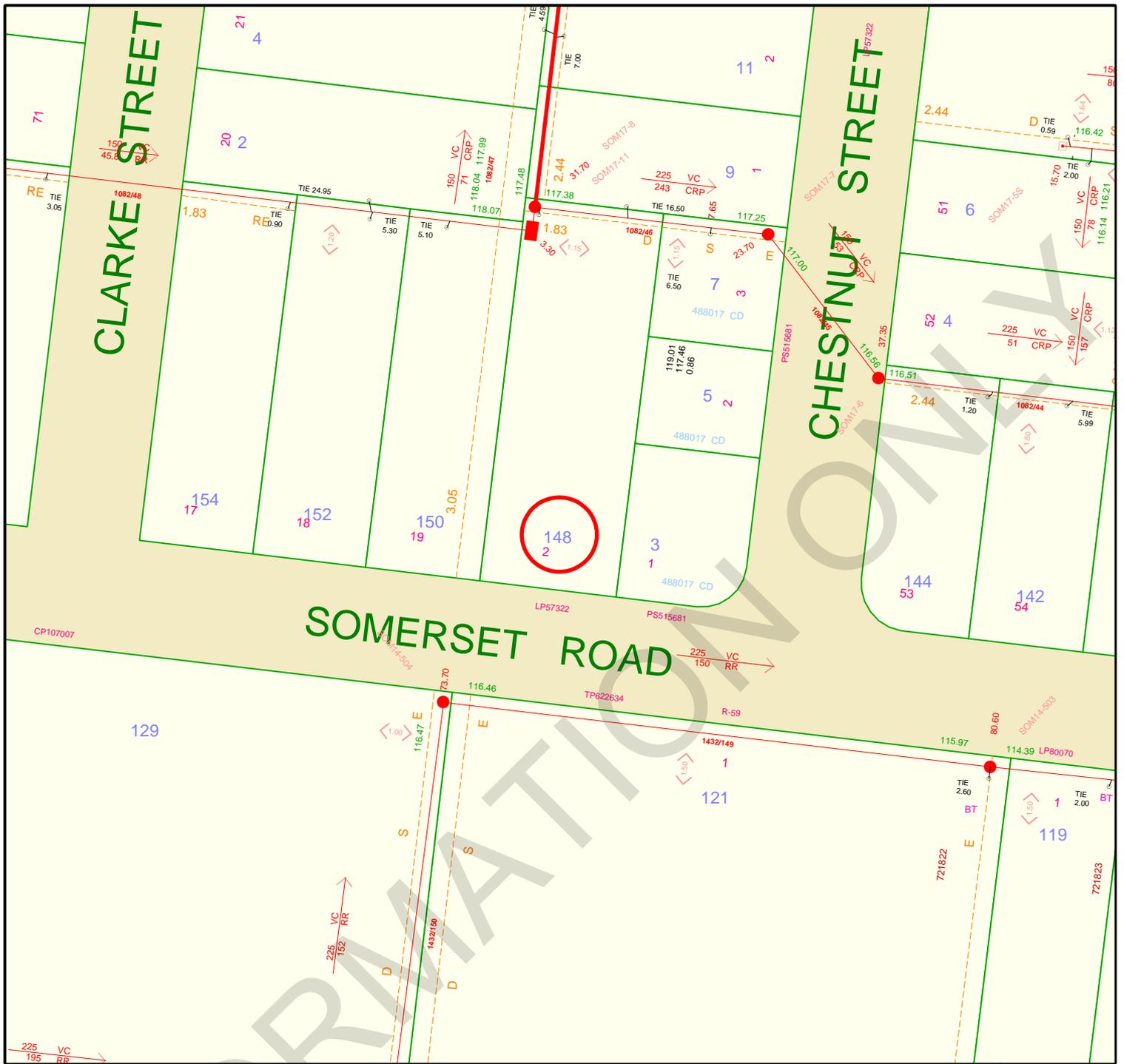
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

**ASSET DETAILS**

**Pipe Size:** 150  
**Pipe Material:** VC  
**Average Depth (m):** 1.75  
**Branch Length (m):** 0.95

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.

**YVW Ref:** 1196713



Address 148 SOMERSET ROAD CAMPBELLFIELD 3061

**Yarra Valley Water  
Sewerage Depth Offset  
Asset Map**

<b>Date</b>	28/07/2017
<b>Scale</b>	750



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title	
Proposed Title	
Access Point Number	
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

**Abbreviation Pipe Material**

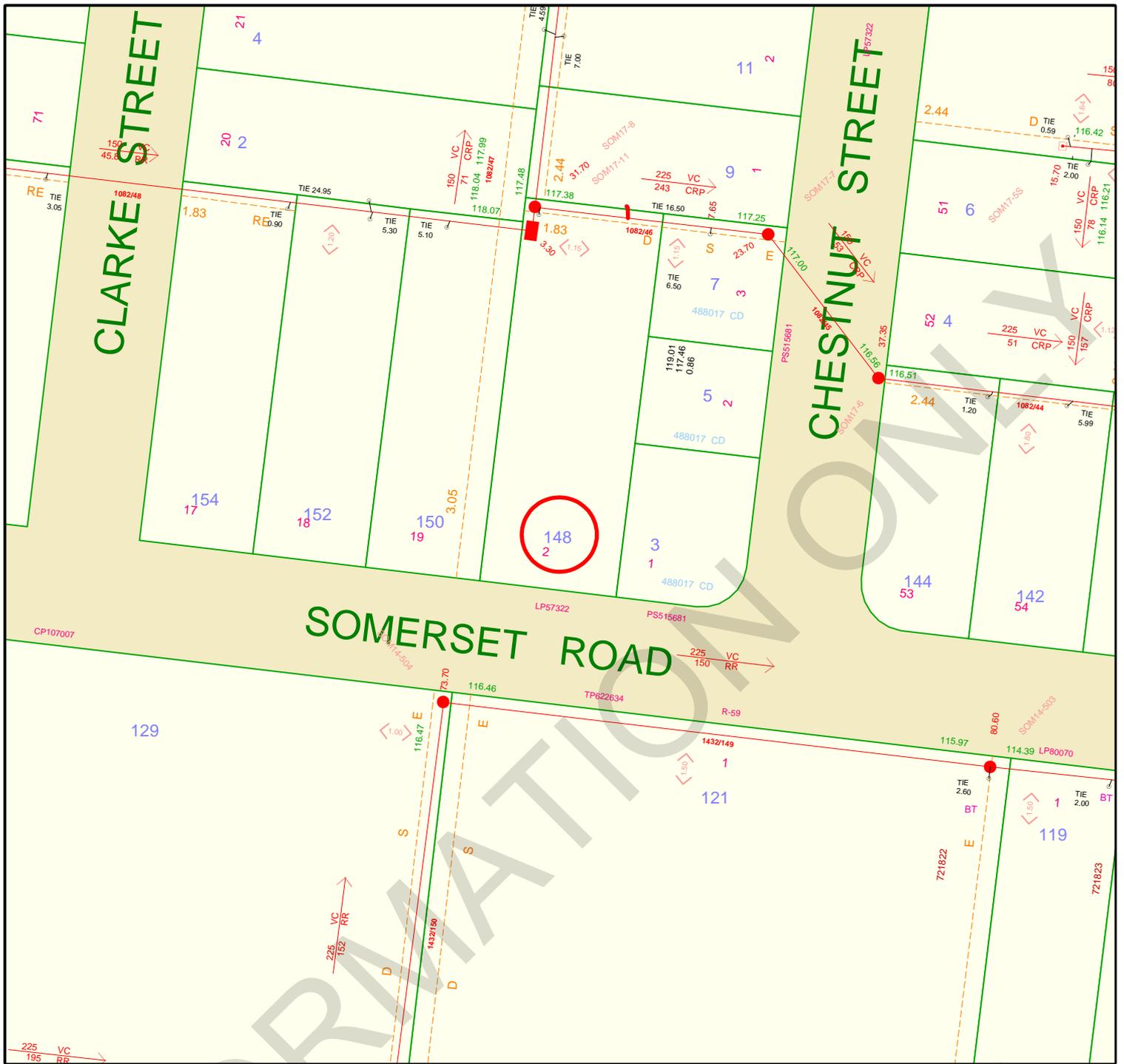
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

**ASSET DETAILS**

**Pipe Size:** 150  
**Pipe Material:** VC  
**Average Depth (m):** 2.36  
**Branch Length (m):** 0.95

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.  
 If pipe offset is not shown, it is unknown and will need to be proven on site.

**YVW Ref:** 1196713



**Yarra Valley Water  
Sewer Branch  
Asset Map**

**Address** 148 SOMERSET ROAD CAMPBELLFIELD 3061

<b>Date</b>	28/07/2017
<b>Scale</b>	750



Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title	
Proposed Title	
Access Point Number	
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

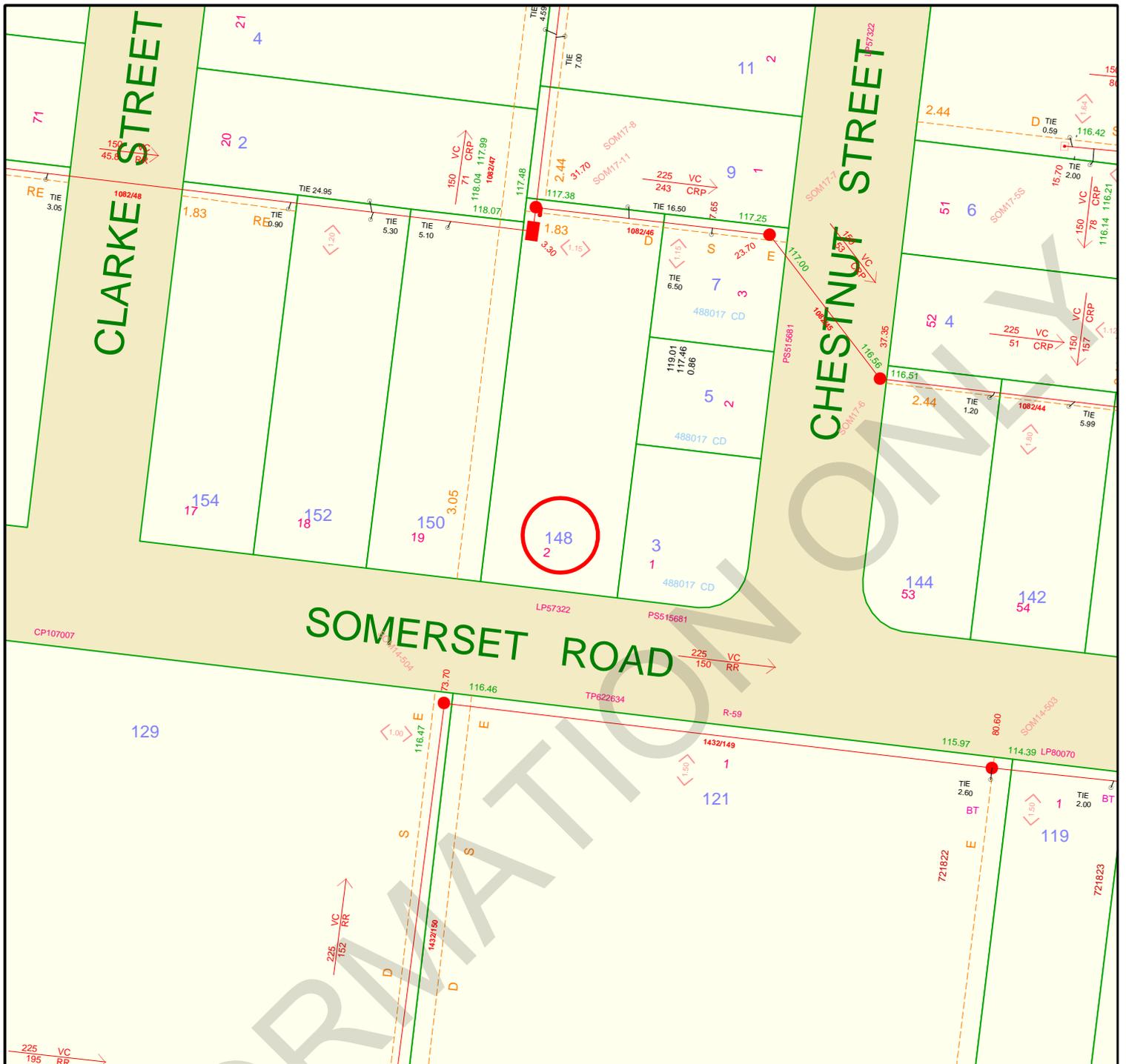
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

**ASSET DETAILS**

**Branch Size:** 100  
**Branch Material:** UNK  
**Branch Depth (m):** 0.68  
**Branch Length(m)** 1.55

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

**YVW Ref:** 1196713



**Yarra Valley Water  
Sewer Branch  
Asset Map**

**Address** 148 SOMERSET ROAD CAMPBELLFIELD 3061

<b>Date</b>	28/07/2017
<b>Scale</b>	750



ABN 93 066 902 501

Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title		Circular Access Point	
Proposed Title		Offset Distance	
Access Point Number		Square Manhole	
Sewer Pipe Flow		End of Pipe	
Existing Sewer		Maintenance Shaft	
Change of Grade		Inspection Shaft	
		Pump Station	
		Ventilation	

**Abbreviation Pipe Material**

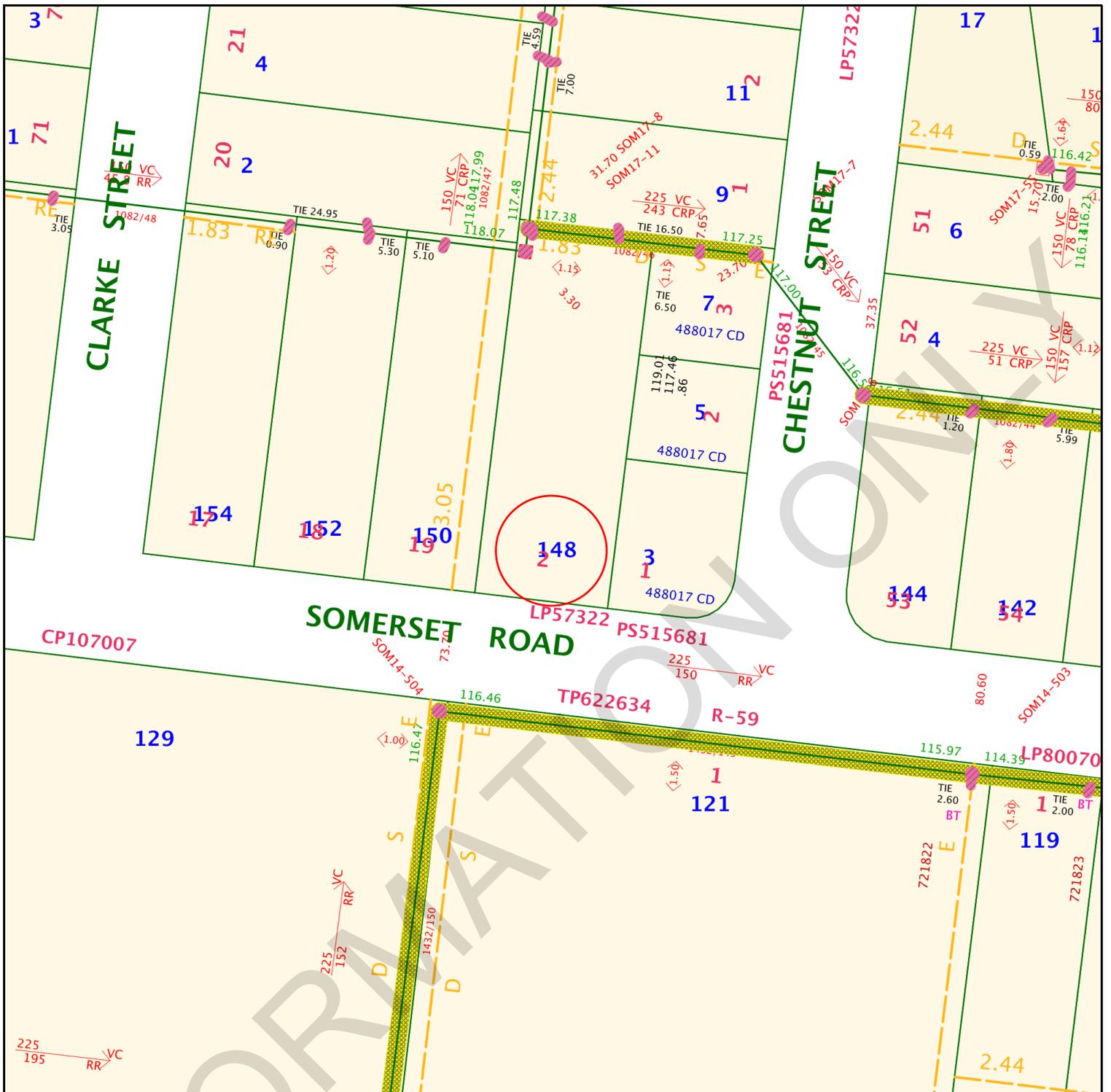
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

**ASSET DETAILS**

**Branch Size:** 100  
**Branch Material:** PVC-NP  
**Branch Depth (m):** 2.09  
**Branch Length(m):** 0.95

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

**YVW Ref:** 1196713



<b>Yarra Valley Water</b> <b>Build Over Plan Reference: Plan A</b> <b>General Structures</b>	<b>Address</b> 148 SOMERSET ROAD CAMPBELLFIELD 3061		 <b>Yarra Valley Water</b> ABN 93 066 902 501	
	<table border="1"> <tr> <td><b>Date</b></td> <td>28/07/2017</td> </tr> <tr> <td><b>Scale</b></td> <td>1:750</td> </tr> </table>			<b>Date</b>
<b>Date</b>	28/07/2017			
<b>Scale</b>	1:750			
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.				

**Yarra Valley Water Application ID: 272277**

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.





## CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

### Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 7th February 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 3 148 SOMERSET ROAD, CAMPBELLFIELD 3061  
CITY OF HUME

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

Date of issue: 7th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 75773678 - 75773678162327 '396012'**

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 25 February 2025 03:11 PM

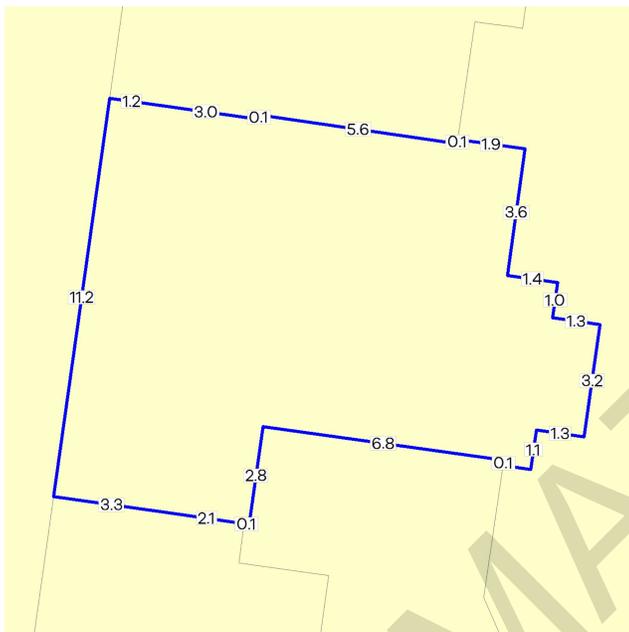
## PROPERTY DETAILS

Address: **3/148 SOMERSET ROAD CAMPBELLFIELD 3061**  
Lot and Plan Number: **Lot 3 PS813426**  
Standard Parcel Identifier (SPI): **3\PS813426**  
Local Government Area (Council): **HUME**  
Council Property Number: **727046**  
Directory Reference: **Melway 7 G7**

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

## SITE DIMENSIONS

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



**Area:** 127 sq. m

**Perimeter:** 52 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.

2 overlapping dimension labels are not being displayed

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **BROADMEADOWS**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

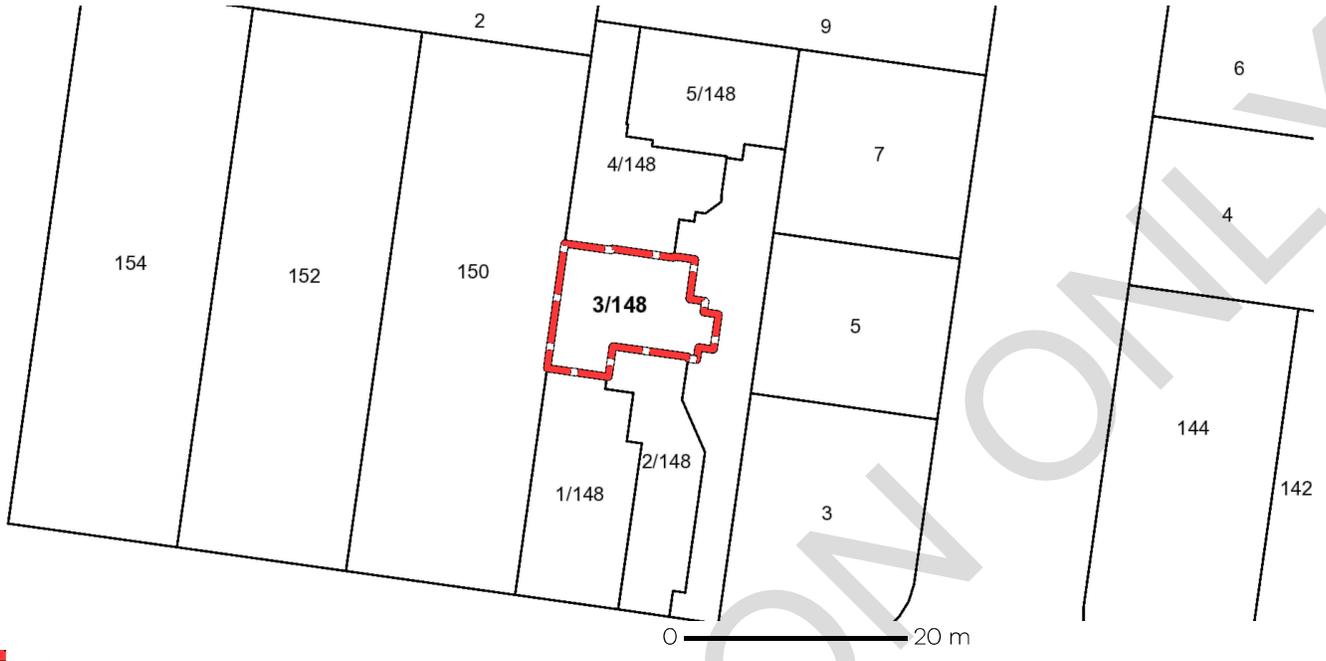
**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



 Selected Property

INFORMATION ONLY

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 25 February 2025 03:11 PM

## PROPERTY DETAILS

Address: **3/148 SOMERSET ROAD CAMPBELLFIELD 3061**  
Lot and Plan Number: **Lot 3 PS813426**  
Standard Parcel Identifier (SPI): **3\PS813426**  
Local Government Area (Council): **HUME**  
Council Property Number: **727046**  
Planning Scheme: **Hume**  
Directory Reference: **Melway 7 G7**

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

[Planning Scheme - Hume](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **BROADMEADOWS**

## OTHER

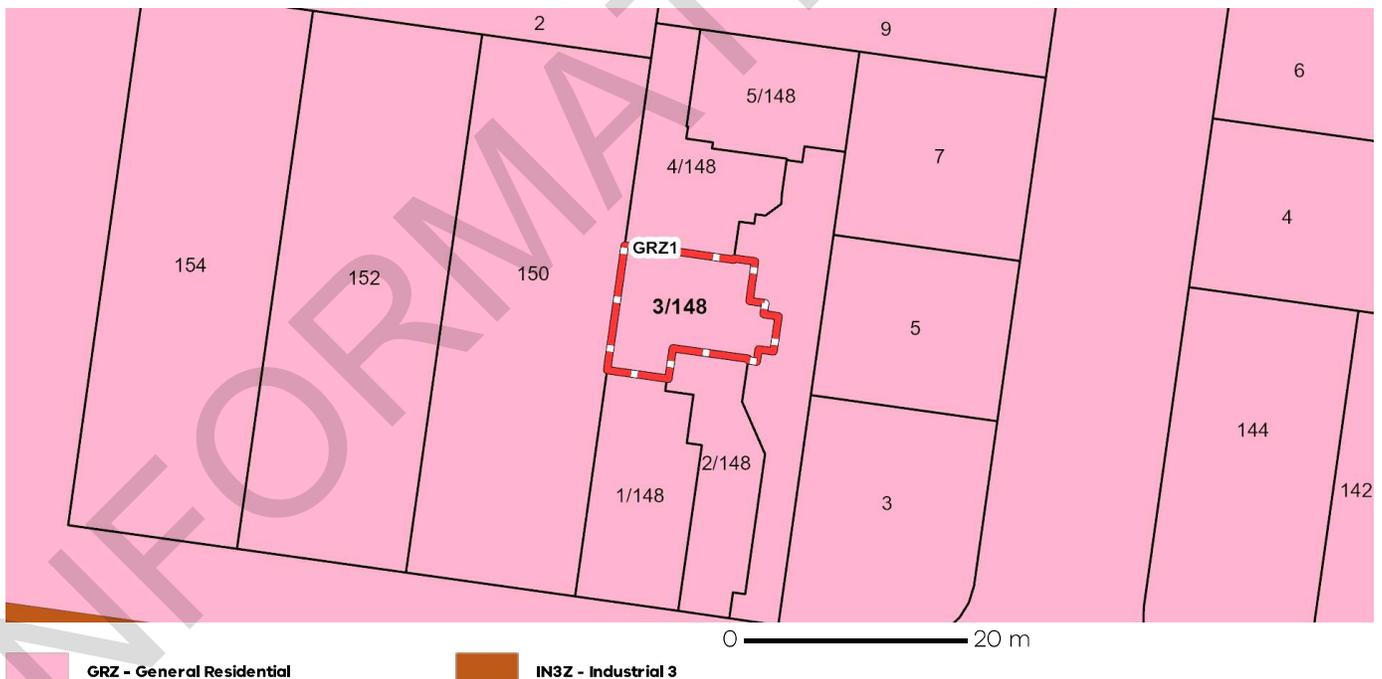
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



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

## Planning Overlays

No planning overlay found

## Further Planning Information

Planning scheme data last updated on 20 February 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may 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>

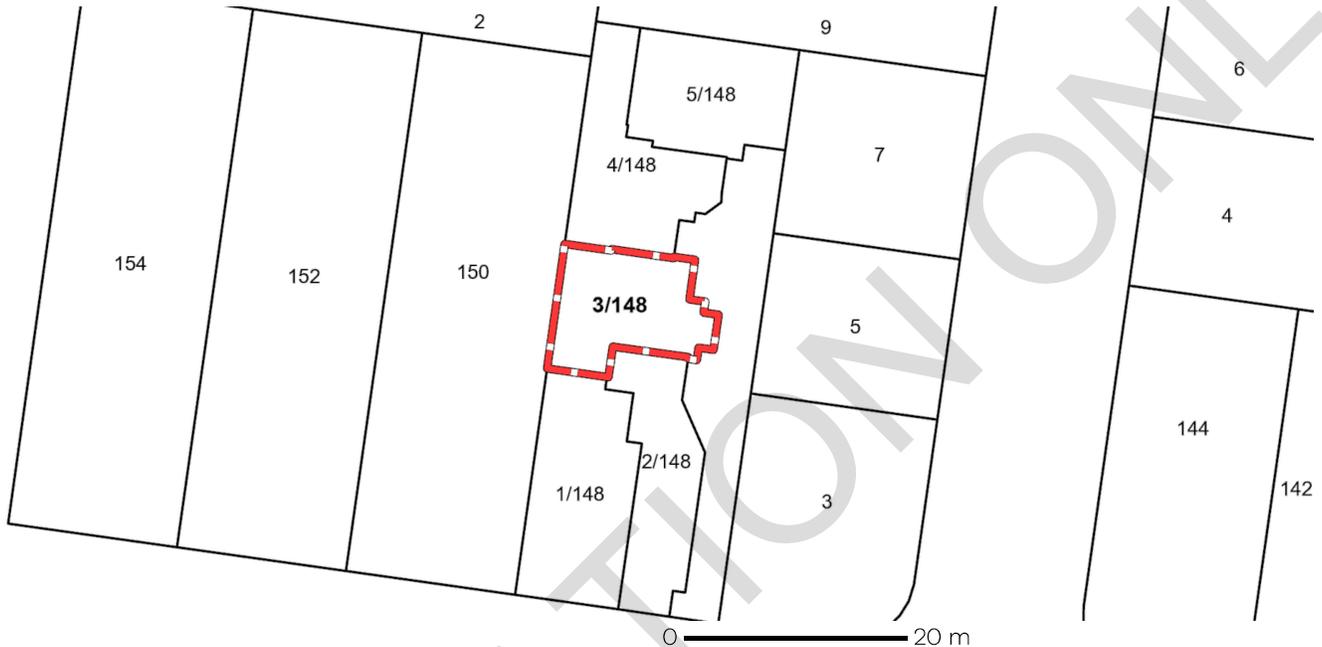
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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

# Building Permit

Form 2 Building Act 1993 Building Regulations 2006 – Regulation 313



Permit No: BS-U 39024 20171306/0

## Issued To:

Sherzad Sleiman  
36 Beccles Street  
FAWKNER, VIC 3060  
Contact: Sherzad Sleiman  
Phone: 0401 956 717

## Address for Serving of Notices or Giving of Documents:

36 Beccles Street FAWKNER VIC 3060

## Ownership Details:

Sherzad Sleiman  
36 Beccles Street  
FAWKNER, VIC 3060  
Contact: Sherzad Sleiman  
Phone: 0401 956 717

**Property Details:** Lot (2) 148 Somerset Road CAMPBELLFIELD VIC 3061  
**Title Details:** LP/PS: 057322, Vol: 08402, Folio: 069  
**Municipal District:** Hume City Council

## Builder:

Diyana Aodisho  
36 Beccles Street  
FAWKNER, VIC 3060  
Contact: Diyana Aodisho  
Phone: 0401 956 717

## Details of Building Practitioners and Architects:

Name	Registration No.	Role	Category/Class
Gaetano Motta	DP-AD 1335	Engaged to prepare documents	Draftsperson - Architectural
Mohammad Naeem	EC 40637	Engaged to prepare documents	Engineer - Civil
Diyana Aodisho	DB-L 41338	Engaged in the building work	Builder - Domestic - Limited

## Details of Domestic Building Work Insurance:

The issuer or provider of the required insurance policy is:

**Insurance Provider:** CBL Insurance  
**Policy Number:** AIBWCI338505, AIBWCI338504, AIBWCI338503, AIBWCI338502, AIBWCI338501  
**Policy Issued:** 25/08/2017

## Details of Relevant Planning Permit:

**Planning permit No.:** P17971  
**Date of grant of planning permit:** 3/09/2015

## Nature of Building Work:

Construction of a Multi-Unit Development-Three Double & two single Storey Dwellings & Associated Garages (1ai, 10a)

Stage of building work permitted

As shown on the approved plans

Total floor area of new building work in m <sup>2</sup>	611.6
Cost of building work (this stage)	\$650,000
Cost of building work (all stages)	\$650,000
Number of storeys	2

#### Building Classification:

Nature of Work	Part of Building	BCA Classification
Construction of	Units 1-5, All Parts	1ai
Construction of	Units 1-3, Garages	10a

#### Alternative Solutions

An Alternative Solution was used to determine compliance with the following Performance Requirements of the BCA that relate to this project:

No	Performance Requirement	Alternative Solution
1	P2.1 (A) & P2.2.2 Weatherproofing	It is proposed to use Masterwall wall system as an external wall system in lieu of a NCC Deemed-to-Satisfy Solution for the proposed dwelling.

#### Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On	Regulation
Council	Point of discharge of storm water	reg. 610(2)

#### Mandatory Inspections

The mandatory notification stages are -

- Piers
- Pre Slab
- Slab Steel
- Frame - Dom/Res
- Final - Dom/Res

#### Occupation / Use of Building

An Occupancy Permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in respect of which the building work is carried out.

#### Commencement and Completion:

This building work must commence by:	11/09/2018
This building work must be completed by:	11/09/2019

#### Documents Supporting Application

Document Name	Prepared By	Ref No	Issued
Application Form			5/07/2017
Certificate of Title			5/07/2017
Plan of Subdivision			5/07/2017
Builders Warranty Insurance Policy			5/07/2017
Property Information from Council			5/07/2017
Stormwater Legal Point of Discharge			5/07/2017
Planning Permit & Endorsed Drawings			5/07/2017
Energy Rating Report & Endorsed Drawings			5/07/2017
Project Building Specifications			5/07/2017

Document Name	Prepared By	Ref No	Issu
Architectural Plans (Min Scale 1 to100)	Gaetano Motta	2017-030 67	29/08/2017
Certificate of Compliance-Design Form 1507			25/07/2017
Engineers Computations	Mohammad Naeem	14800	1/07/2017
Engineers Structural Drawings	Mohammad Naeem	14800	1/05/2017
Soil Report or Bore Log Test	Mohammad Naeem	250317.N K	26/03/2017
Site Survey Plan			5/07/2017
Sewer Off Set & Depth			5/07/2017
Drainage Design			5/07/2017
Domestic Builders Contract			31/08/2017
Proposed Plan of Subdivision			31/08/2017
External Cladding Specifications			31/08/2017
External Cladding Certificate			31/08/2017
Alternative Solution- External Cladding			31/08/2017
Practitioners Details			31/08/2017

### Permit Conditions

This building permit is subject to the following conditions –

No	Condition
1	The builder and/or owner must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the date of issue of this permit are displayed on the allotment in a conspicuous position accessible to the public prior to the commencement of the building works. In addition, take all reasonable steps to ensure that this information continues to be displayed and remains visible and legible for the duration of the building work to which this permit applies.
2	WC doors where the jamb is within 1.2m of the pan are to be fitted with lift off hinges.
3	The dwelling is to be protected from Termites in accordance with Part 3.1.3 of the NCC 2016.
4	Building works must not proceed beyond any mandatory inspection stage until the required inspection has been completed and approved. Building works proceeding beyond mandatory stage without an approval will result in enforcement action in issuing a (Building Notice/Order).
5	Three copies of truss computations and layouts to be submitted for approval prior to the frame inspection.
6	Three copies of floor joist design & layouts to be submitted for approval prior to the frame inspection.
7	Its the owners/builders responsibility to ensure all relevant Planning permit Conditions are complied with.

### Notes:

Note 1: Under regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 day after any change in the name or address of the owner or of the building surveyor carrying out the building work.

Note 2: Under regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

### Relevant Building Surveyor

Signed:

Building Surveyor: Adnan Ramadan  
Registration No: BS-U 39024

Business Name: Permit Point Building Consultants Pty Ltd  
Address: L1 5/95 Bell Street COBURG VIC 3058

Permit No: BS-U 39024 20171306/0  
Date of issue of permit: 11/09/2017

INFORMATION ONLY

# Occupancy Permit

Form 16 Building Act 1993 Building Regulations 2018 – Regulation 192



Permit No: BS-U 39024 20171306/0

This occupancy permit must be displayed in the following approved location:

**Property Details:** Lot (2) 148 Somerset Road CAMPBELLFIELD VIC 3061  
**Units:**  
**Title Details:** LP/PS: 057322, Vol: 08402, Folio: 069  
**Municipal District:** HUME CITY COUNCIL

## Building Permit Details

Building Permit No.: 20171306/0  
Version of BCA applicable to building permit: BCA 2016 Volume 2

## Building Details

Building / Part of Building to which Permit Applies	Permitted Use	BCA Class	Maximum Floor Live Load	Maximum Number of People
Unit 3- All Parts	Dwelling	1ai	1.5	N/A
Unit 3- Garage	Domestic	10a	1.5	N/A

## Performance Solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

No	Relevant Performance Requirement	Details of Performance Solution
1	P2.1 (A) & P2.2.2 Weatherproofing	It is proposed to use Masterwall wall system as an external wall system in lieu of a NCC Deemed-to-Satisfy Solution for the proposed dwelling.

## Suitability for occupation

At the date this occupancy permit is issued, the building or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

## Relevant Building Surveyor

**Name:** Adnan Ramadan  
**Address:** L1 5/95 Bell Street COBURG VIC 3058  
**Email:** permits@permitpoint.com.au  
**Building practitioner registration no.:** BS-U 39024

**Occupancy Permit No.:** BS-U 39024 20171306/0  
**Date of Issue:** 10/08/2018  
**Date of Final Inspection:** 7/08/2018

Signature: 

T: (03) 9350-7441 • E: permits@permitpoint.com.au • F:  
L1 5/95 Bell Street COBURG VIC 3058

## Certificate of Insurance

Building Act 1993 Section 135  
Domestic Building Insurance Order  
DOMESTIC BUILDING CONTRACT

**Certificate No:** AIBWCI338503

**Date of Issue:** 25 August 2017

Diyana Aodisho  
36 Beccles Street  
Fawkner  
VIC 3060

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance Issued under section 135 of the Building Act 1993 namely Builders Home Warranty has been issued by Assetinsure Pty Limited as insurer in the name of the Building Owner, in respect of the Domestic Building Work as set out in the schedule herein.

### SCHEDULE

**Business Name:** Diyana Aodisho

**ABN/ACN No:** 66464597885

**Practitioner Name:** Diyana Aodisho (DB-L 41338)

### DETAILS OF WORKS

**Building Owner (The Insured):** Sherzad Sleiman

**Site Address:** Unit 3, 148 Somerset Road, Campbellfield, VIC, 3061

**Description of Works:** Residential - New Build

**Fixed Price Contract Dated:** 22 August 2017

**Declared Contract Price:** \$130,000

**Estimated Start Date:** 1 September 2017

**Estimated Completion Date:** 1 September 2018

**Building Surveyor:** Permit Point Building Consultant Pty Ltd

Subject to the Building Act, the Ministerial Order, and the terms and conditions of the Insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract, and to the successors in this to the Building Owner.

Signed for and on behalf of the Insurer:



NOTE: IN THE EVENT OF THIS PROPERTY BEING SOLD TO A SUBSEQUENT OWNER, ANY CLAIMS PAID UNDER THIS POLICY SHOULD BE DECLARED TO THE SUBSEQUENT PURCHASERS.

**Harcourts Rata & Co**  
337-339 Settlement Road,  
Thomastown, VIC 3074

P: 03 9465 7766  
E: info@rataandco.com.au  
ABN: 70162949588

**Harcourts**  
Rata & Co

# Residential Rental Agreement

for

3/148 Somerset Road, Campbellfield VIC 3061

This agreement is between **Joseph Niutta**  
and **Benur Oukoulou**.

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Powered by iProperty Express

# Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

## Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

### 1. Date of agreement

This is the date the agreement is signed

Fri 08/12/2023

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

### 2. Premises let by the rental provider

Address of premises

3/148 Somerset Road, Campbellfield VIC

Postcode 3061

### 3. Rental provider details

Full name or company name of rental provider

Joseph Niutta

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

#### Rental provider's agent details (if applicable)

Full name

Harcourts Rata & Co

Address

337-339 Settlement Road, Thomastown, VIC

Postcode 3074

Phone number

03 9465 7766

ACN (if applicable)

Email address

rentals.support3@rataandco.com.au

**Note:** The rental provider must notify the renter within 7 days if any of this information changes.

#### 4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address:  **Postcode**

Phone number:

Email:

#### 5. Length of the agreement

Fixed term agreement

Start date

(this is the date the agreement starts and you may move in)

End date

Periodic agreement (monthly)

Start date

**Note:** If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

## 6. Rent

Rent amount(\$)  
(payable in advance)

To be paid per  week  fortnight  calendar month

Day rent is to be paid (e.g. each  
Thursday or the 11th of each  
month)

Date first rent payment due

## 7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

Bond lodgement date

Bond Lodgement No.

## Part B – Standard terms

### 8. Rental provider's preferred method of rent payment

**Note:** The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

**Note:** The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

direct debit  bank deposit  cash  cheque  money order  BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

BILLER CODE: 4481 BPAY REF: 48489900
---

**9. Service of notices and other documents by electronic methods**

Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

**9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?**

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

<input checked="" type="checkbox"/> Yes	Rentals Support 3: rentals.support3@rataandco.com.au
<input type="checkbox"/> No	

**9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?**

(Renter to tick as appropriate)

<b>Renter 1</b> <input checked="" type="checkbox"/> Yes	Benur Oukoulou: xxxxx@xxxxx.com
<input type="checkbox"/> No	

<b>Renter 2</b> <input type="checkbox"/> Yes	
<input type="checkbox"/> No	

<b>Renter 3</b> <input type="checkbox"/> Yes	
<input type="checkbox"/> No	

<b>Renter 4</b> <input type="checkbox"/> Yes	
<input type="checkbox"/> No	

---

## 10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair  
(rental provider to insert details)

Emergency contact name

Alex Doucas

Emergency phone number

03 9465 7766

Emergency email address

maintenance@maintenanceplus.com.au

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## 11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

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## 12. Owners corporation

Do owners corporation rules apply to the premises?

*If yes, the rental provider must attach a copy of the rules to this agreement.*

(Rental provider to tick as appropriate)

No

Yes

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## 13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

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## Part C – Safety related activities

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### 14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
  - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
- 

### 15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
  - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
- 

### 16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
  - i. any smoke alarm is correctly installed and in working condition; and
  - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
  - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.  
**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
  - i. information about how each smoke alarm in the rented premises operates;
  - ii. information about how to test each smoke alarm in the rented premises;
  - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

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### 17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
  - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
  - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
- 

### 18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

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### 19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

## Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting).

INFORMATION ONLY

## 20. Use of the premises

### The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

## 21. Condition of the premises

### The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

### The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

## 22. Modifications

### The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

### The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

## 23. Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - personal safety intervention order.

## 24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

## 25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [consumer.vic.gov.au/urgentrepairs](http://consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

## 26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
  - damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

## 27. Assignment or sub-letting

### The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

### The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

## 28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

## 29. Access and entry

- The rental provider may enter the premises—
  - at any time, if the renter has agreed within the last 7 days; and
  - to do an inspection, but not more than once every 6 months; and
  - to comply with the rental provider's duties under the Act; and
  - to show the premises or conduct an open inspection to sell, rent or value the premises; and
  - to take images or video for advertising a property that is for sale or rent; and
  - if they believe the renter has failed to follow their duties under the Act; and
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

## 30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

### 31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

### 32. Damage to the Premises

The Renter must ensure that care is taken to avoid damaging the rented Premises.

The renter must take reasonable care to avoid damaging any common areas.

The Renter who becomes aware of damage to the rented Premises must give notice to the Rental provider of any damage to the Premises as soon as practicable.

### 33. Cleanliness of the Premises

33.1 The Renter must keep the Premises in a reasonably clean condition during the period of the Agreement.

### 34. Agent is First Point of Contact

34.1 The Renter acknowledges that it is not permitted to contact the Rental provider directly unless expressly authorised in writing. For the avoidance of doubt, the Renter acknowledges that where the Rental provider's consent is required to be obtained under this Agreement, the Renter is to direct such request for the Rental provider's consent to the Agent in writing. The Renter is to direct all queries or complaints to the Agent directly.

### 35. Water Consumption & Utilities

35.1 The Renter is responsible for all water usage charges where the property is separately metered. It is the Renter's obligation to establish the water usage account with the relevant body prior to taking occupation of the premises.

35.2 If a service is disconnected or damaged:

- a. due to the fault of the Rental provider, Agent or Rental provider's contractor, the Rental provider or Agent will have the service re-connected or repaired; or
- b. due to the fault of the Renter, or a person the Renter has on the Premises, the Renter must have the service re-connected or repaired at its cost.

35.3 If the Renter disconnects a service or changes the supplier of it, the Renter must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Renter must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.

35.4 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Rental provider's prior approval and will be at the Renter's cost.

### 36. Condition Report

36.1 If the Renter has not physically viewed the Premises, the Renter acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.

36.2 The Renter acknowledges that before it took occupation of the Premises, it received from the Rental provider or Agent:

- a. An electronic copy of the condition report signed by the Rental provider or Agent.
- b. a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for renters'; and
- c. a copy of this tenancy Agreement.

36.3 the Renter acknowledges that the condition report must be signed and returned to the Agent within 5 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.

36.4 If the Renter is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

## **37. Rental provider's Insurance and Renter's Contents Insurance**

37.1 The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium and the Renter shall pay the Rental provider all increased premiums and all other expenses incurred as a consequence of any breach of this term.

37.2 The Renter agrees to pay the Rental provider any excess amount or additional premium charged by the Rental provider's insurance company (to the extent the Rental provider elects to have this insurance in place and use it for the Renter's responsible damage), as a result of any damage caused by the Renter, or by anyone on the Premises with the consent of the Renter.

37.3 The Rental provider's insurance policy covers only the building plus any fixtures and fittings at their option and not the Renter's contents. The Rental provider accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Renter obtains adequate insurance coverage for its possessions.

## **38. Reporting Defects**

38.1 If the Renter becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.

38.2 If the Renter becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Renter or anyone it allowed onto the Premises, caused a blockage or defect, the Renter will be responsible to pay to the Rental provider the reasonable expenses incurred in having the defect rectified.

## **39. Inspections**

39.1 The Renter acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.

39.2 The Renter acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Renter upon giving the Renter a minimum of 7 days' written notice.

## **40. Disclosure of information**

40.1 The Renter authorises the Agent to disclose details of its credit worthiness, to the Renter's personal referees, employer, any record, listing or database of defaults by renters to the owner or agent of any future residence.

40.2 If the Renter defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

## **41. Employment Details**

30.1 The Renter agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

## **42. Permitted Use**

42.1 The Renter must use the Premises for the permitted use, which is as the Renter's place of residence. The Renter must not use the Premises for any other purpose without first obtaining the Rental provider's consent in writing, by sending a written request to the Agent.

42.2 The Renter shall not do or allow to be done anything that will cause the shared service facilities (if any) to become obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

42.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Renter and the Renter agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Renter to then become in arrears.

## **43. Urgent and Non-Urgent Repairs**

43.1 The Renter acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email to the contact details specified in Item 3 in the Schedule or to the nominated Agent's Representative.

43.2 The Renter agrees to immediately notify the Agent of any URGENT repairs, as per the contact details specified in Item 3. The Renter agrees to take all reasonable measures to get in contact with the Agent.

43.3 The Rental provider and the Renter acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written under Urgent Repairs of Part D. The Rental provider will be contacted for approval for all urgent repairs prior to proceeding.

43.4 The Renter acknowledges that if a contractor is called out to the Premises with no repair required, then the Renter may be liable for payment of the invoice issued by the contractor.

## **44. Garden and Parking**

44.1 The Renter agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.

44.2 The Renter must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Renter must notify the Agent if there are any concerns with regards to the operation of the system. It is the renter's responsibility to keep all plants and lawns alive.

44.3 The Renter must park vehicles in the designated area. The Renter must not park on grass or garden areas, if it does then the Renter will be liable to fix any damage caused to the grass and grounds.

44.4 The Renter will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

## **45. Light Globes and Pilot Lights**

45.1 The Renter must replace at the Renter's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.

45.2 The Renter is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Rental provider to relight a pilot light where this is the only issue the Renter will be liable for all costs.

## **46. Pets**

46.1 The Renter is prohibited from keeping any animal or pet of any description on the Premises without the completion of the Pet Request form. The renter provider has 14 days to make a decision. If they don't agree, the rental provider will apply to VCAT. The renter can't keep a pet while VCAT is making a decision.

46.2 If the Rental provider consents to the Renter keeping a pet on the Premises, the Renter hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.

46.3 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

46.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

## **47. Rubbish and hanging clothes**

47.1 The Renter must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Renter must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

47.2 The Renter must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

## **48. Inflammable Liquids Not Permitted**

48.1 Except as allowed by this by this item 48, the Renter must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.

48.2 Apart from kerosene which the Renter must not have at the Premises, the Renter is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

## **49. Vehicle/boat servicing or Repairs not to be carried out**

49.1 For the purposes of this item 49, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

49.2 The Renter agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.

49.3 The Renter also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

## **50. Smoke Alarms**

50.1 The Renter acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Renter becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Renter must notify the Agent as soon as possible, and within 24 hours of becoming aware.

50.2 The Renter agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Renter must immediately notify the Agent and confirm such advice in writing on the same day.

50.3 The Renter acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Renter must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

## **51. Swimming Pool/Spa**

51.1 This item 51 applies if there is a swimming pool, spa or variation thereof at the Premises.

51.2 The Renter hereby agrees:

- a. to maintain the swimming pool/spa by using the equipment provided;
- b. to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
- c. to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
- d. to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
- e. to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.

51.3 The Renter acknowledges and agrees that if item 51.2 is not complied with, the Agent may serve a notice of breach on the Renter and the necessary notices thereafter if the Renter fails to remedy the breach

## **52. Locks & Keys**

52.1 The Renter is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Renter provides duplicate keys to the Agent within 24 hours of changing the locks.

52.2 The Renter is permitted to change the code of an alarm at the Premises, on the condition that the Renter notifies the Agent in writing within 24 hours of the changed alarm code.

52.3 The Rental provider and Renter agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Renter is required to provide the key with a copy of a receipt for reimbursement.

52.4 The Renter acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.

52.5 The Renter acknowledges that whilst all due care has been taken by the Rental provider and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Rental provider's recommendation that the barrels to locks are changed by the Renter.

## **53. Blockages Caused by Misuse**

53.1 The Renter must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Renter shall pay the cost of clearing any pipe, drain toilet or sewage blockages belonging to the Premises caused by misuse by the Renter or their visitors.

## **54. Payment Of Rental**

54.1 All rental payments are to be made on time and in full in the manner specified in Item 8 of the standard terms or otherwise instructed by the Agent in writing. No part payments will be accepted. The Renter acknowledges and agrees that payments made by cheque or money order are subject to a \$16.50 processing fee (inclusive of GST).

54.2 The Renter acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Rental provider immediately after funds have cleared.

54.3 Any costs incurred by the Rental provider or Agent to retrieve rental arrears shall be reimbursed by the Renter. This includes charges of \$27.50 should a cheque or direct debit dishonour up to three times. Beyond three times \$55.00 will be charged (inclusive of GST).

## **55. Assignment, Sub-letting and Short Stay Accommodation**

55.1 The Renter acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with item 55.2.

55.2 The Renter acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Rental provider approval. If approved, the Renter agrees to reimburse the Rental provider for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are a one off fee of \$250 (inclusive of GST) plus a Renter National Tenancy Database Check of \$22.00 (inclusive of GST) per new Renter (Tenant), an one off fee for an Industry Approve Lease Fee of \$6.60 (inclusive of GST) and a one off fee for the Bond Lodgement of \$5.50 (inclusive of GST).. A prospective renter must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Rental provider.

55.3 For the purposes of item 55.2 to apply, at least one named Renter from the original Agreement must remain in occupation. If no original named Renter is to remain, all Renters must vacate. If this occurs during a fixed term, a lease break will occur.

55.4 The Renter must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Rental provider's prior written consent, which, if given, may be subject to reasonable conditions.

55.5 The Renter's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Rental provider under this item 55.

55.6 The Renter agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

## **56. Fixed Term Lease Break**

56.1 In the event that the Renter wishes to vacate the Premises prior to the Termination Date as specified in Item 5 in Part A, the Renter must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).

56.2 The Renter will be liable for and agrees to pay the following fees and charges as applicable:

- a. any advertising costs incurred including an internet marketing cost of \$355 (inclusive of GST);
- b. a break lease fee of 2.5 Weeks' Rental (inclusive of GST), applied pro-rata;
- c. a 'For Lease' board to be erected at a cost of \$99.00 (inclusive of GST);
- d. Residential Tenancy Database checks on each applicant at a cost of \$22 per applicant (inclusive of GST);
- e. all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement renter's lease begins.
- f. all advertising amounts including internet, boards and database checks are subject to change and will be advised at the time of the lease break.

56.3 The Renter agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Renter commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Rental provider agrees to mitigate the Renter's loss by taking reasonable steps to relet the Premises.

## **57. Advertising Boards and Access To The Premises**

57.1 The Renter shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.

57.2 The Renter shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or renters upon 48 hours' notice or by Agreement with the Renter.

## **58. Owners Corporation Rules (Where Applicable)**

If there is an owners corporation for the Premises ("Owners Corporation"), the Rental provider agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.

If item 58.1 applies, the Renter agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Renter shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Rental provider. The Standard Rules of the Subdivision (Body Corporate) Regulations 2001, as amended, apply to all bodies corporate.

If item 58.1 applies, the Renter shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

## **59. Condensation and Mould**

59.1 The Renter must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.

59.2 The renter further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.

59.3 The Renter acknowledges that any damage to the property caused by a failure to comply with this item 59 must be rectified professionally at the Renter's expense.

## **60. Pot Plants and Furniture Placement**

60.1 The Renter must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.

60.2 The Renter agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.

60.3 The Renter hereby agrees that any damaged caused to any flooring due to the Renters failing to adhere to this item 60 will be rectified professionally at the Renter's expense.

## **61. Smoking**

61.1 The Renter must not smoke inside the Premises. The Renter may smoke in uncovered areas outside the Premises. The Renter must place all cigarette waste in the appropriate receptacle.

61.2 If the Renter has not complied with item 61.1, in particular the Renter has been smoking inside, the Renter will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

## **62. Redirection of Mail and Disconnection of Services**

At the end of the tenancy, the Renter is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Renter shall reimburse the Rental provider for any cost incurred by the Rental provider due to the Renter failing to adhere to this item 62.

## **63. Notice to Vacate**

63.1 If the Renter wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Renter's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.

63.2 If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Renter must give written notice of the Renter's intention to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives notice.

63.3 Notice under this item 63 must be provided to the Agent. If notice is provided by email it must be delivered by each named Renter listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Renter's email or notice is received.

## **64. Expiry of Fixed Term Agreement**

64.1 If the Renter remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Renter acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with item 63.

64.2 The Renter acknowledges the right of the Rental provider under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

## **65. Keys**

The Renter must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Renter's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

## **66. Cleaning Premises Upon Vacating**

66.1 The Renter must:

- a. remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
- b. undertake a full clean of the Premises as in accordance with the any instructions provided by the Agent and as required under this agreement to reinstate the premises to the state at the commencement of this agreement. If the Renter is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Renter.

66.2 The Renter agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating if this was done prior to the tenancy commencing.

66.3 If the Renter kept a pet at the Premises in accordance with item 46.1, in addition to the foregoing upon vacating the Premises the Renter must also:

- a. ensure all pet droppings are cleaned from the yard of the Premises; and
- b. have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

## 67. Bond Lodgement and Refund

67.1 The bond has been deposited in accordance with the requirements of the Act and RTBA.

67.2 The Renter acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Renter. The Renter acknowledges that failure to abide by this Section renders the Renter liable to a penalty.

## 68. General

68.1 The Renter shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

68.2 The Renter acknowledges that no promises, representations, warranties or undertakings have been given by the Rental provider or Agent in relation to the suitability of the Premises for the Renter's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.

68.3 No consent or waiver of any breach by the Renter of the Renter's obligations under the Act shall prevent the Rental provider from subsequently enforcing any of the provision of the Agreement.

68.4 The Renter acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.

68.5 This Agreement may be amended only by an Agreement in writing signed by the Rental provider and the Renter.

## 69. General

69.1 The Residential Rental Rental provider (Landlord) and/or Residential Renter (Tenant) agree that their details may be forwarded to one or more of our affiliates including but not limited to Harcourts International, Harcourts Australia, Harcourts Victoria, their related entities or any other Harcourts Franchisees, Melbourne Real Estate Debt Collection, for the purposes of debt collection, ConnectNow or a similar company for the purposes of service connections, Water Utilities, Local council, Smoke Alarm Solutions or a similar company for the purposes of smoke alarm servicing and testing, Twenty2 maintenance (or similar company) for purposes of safety checks & maintenance, Melbourne Real Estate Conveyancing, any other supplier/maintenance company and/or any affiliate of Harcourts Rata & Co and Consumer Affairs Victoria, Real Estate Institute of Victoria or any other governing body.

## Rental Standards

1. Are there deadlocks to all Entry doors?

A. If no, could one be fitted?

B. Can the locking device be operated by a key from the outside; and may be unlocked from the inside with or without a key?

2. Is a vermin-proof rubbish bin supplied?

A. Is a vermin-proof recycle bin supplied?

B. Are the supplied bins provided by or are compatible with local council collection?

3. Are the toilets connected to an appropriate sewerage or wastewater treatment system?

A. Are the toilets situated in a suitable housing/room?

4. Is there a washbasin, shower or bath with hot and cold water?

- A. Is there a 3 Star rated showerhead fitted?
5. Is there a dedicated area for cooking and food preparation?
- A. Is the sink in good working order and is connected to hot and cold water?
- B. Is the cooktop in good working order and has 2 or more burners?
- C. Is the oven in good working order - if fitted?
6. Are laundry facilities present in the rented premises?
- A. Are the laundry facilities connected to a reasonable supply of hot and cold water?
7. Is there any visual evidence that the property may be structurally unsound or not weatherproof?
8. Is there any visual evidence of mould or damp caused by or related to the building structure?
9. Does the property have a safety switch / RCD?
10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give privacy?
- A. Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy?
11. Can all external windows in the rented premises that are capable of opening be set in a closed or open position?
- A. Do all external windows in the rented premises which are capable of opening have a functioning latch to secure the windows against external entry?
12. Do the interior rooms, corridors and hallways of the rented premises have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms?
13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation?
14. Is there a working heater in the main living area of the premises?

## Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

### Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

Yes  No

Comments

-

### Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

Yes  No

Comments

-

### Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

Yes  No

Comments

-

## Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

Yes  No

Comments

-

## Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

Yes  No

Comments

-

## Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?  
If they have been carried out, please provide the dates of the latest applicable checks below.

Yes  No

Comments

-

## Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

Yes  No

Comments

-

## Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

Yes  No

Comments

-

## Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

Yes  No

Comments

-

## Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

Yes  No

Comments

-

## OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

Yes  No

Comments

-

## Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?  
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

Yes  No

Comments

-

## Heritage Register

Are the premises considered a registered place?  
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

Yes  No

Comments

-

## Minimum Standards

Do the premises comply with the rental minimum standards?  
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.  
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).  
If the premises does not meet any of the requirements, please provide details below.

Yes  No

Comments

-

## Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

Yes  No

Comments

-

## Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

Yes  No

Comments

-

### Renter Acknowledgement

1. Benur Oukoulou viewed and acknowledged at Fri, 08/12/2023 19:18

## Privacy Collection Notice

As professional property managers **Harcourts Rata & Co** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9465 7766

### Primary Purpose

As professional property managers, **Harcourts Rata & Co** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Harcourts Rata & Co** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.  
The database operator can be contacted for information on the service or to request a copy of the data held via email at [info@tenancydatabase.com.au](mailto:info@tenancydatabase.com.au) or by submitting the request form on their website at the following address  
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**Harcourts Rata & Co** also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

### Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Harcourts Rata & Co** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Harcourts Rata & Co** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Harcourts Rata & Co** privacy policy can be viewed without charge on the **Harcourts Rata & Co** website; or contact your local **Harcourts Rata & Co** office and we will send or email you a free copy.

### Disclaimer

**Harcourts Rata & Co** its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Harcourts Rata & Co** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage

suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

INFORMATION ONLY

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## Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

## Rental Provider

Rental Provider : **Joseph Niutta**



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*Signed at Fri, 08/12/2023 20:53*

## Renter(s)

Renter : **Benur Oukoulou**



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*Signed at Fri, 08/12/2023 19:20*

## AUDIT TRAIL

### Benur Oukoulou (Renter)

- Fri, 08/12/2023 19:08 - Benur Oukoulou clicked 'start' button to view the Residential Rental Agreement
- Fri, 08/12/2023 19:20 - Benur Oukoulou stamped saved signature the Residential Rental Agreement
- Fri, 08/12/2023 19:20 - Benur Oukoulou submitted the Residential Rental Agreement

### Joseph Niutta (Rental Provider)

- Fri, 08/12/2023 20:49 - Joseph Niutta clicked 'start' button to view the Residential Rental Agreement
- Fri, 08/12/2023 20:53 - Joseph Niutta stamped saved signature the Residential Rental Agreement
- Fri, 08/12/2023 20:54 - Joseph Niutta submitted the Residential Rental Agreement

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**AGREEMENT END**

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# OWNERS CORPORATION CERTIFICATE

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

Owners Corporation 1 – Plan No **813426G**

This certificate is issued for **Lot 3** on Plan of Subdivision No **813426G**  
Property located at: **Unit 3 / 148 Somerset Road, Campbellfield VIC 3061**

Applicant for the certificate is **Melbourne Real Estate Conveyancing**  
Address for delivery of certificate **anna@melbournerec.com.au**  
Date that the application was received **11 February 2025**

## IMPORTANT:

The information in this certificate is issued on **19 February 2025**.

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1. The current annual fees for the lot are

**Current annual fees for the lot is \$1,189.65 payable in annual instalments with the period being 01 Aug 2024 to 31 Jul 2025**

2. The date up to which the fees for the lot have been paid is:

**The fees are paid up to 31 Jul 2025**

3. The total of any unpaid fees or charges for the lot is:

**The unpaid fees total \$0.00**

4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

**None**

5. Are there any repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above

**Nil**

6. The owners corporation has the following insurance cover:

**Please refer to the attached certificate of currency.**

7. Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:

**No**

8. The total funds held by the Owners Corporation, is:

**The balance sheet for the Owners Corporation at the date of this certificate is attached.**

9. Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above?

If so, then provide details:

**Nil**

10. Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details:

## Contract with Manager

11. Are there any current agreements to provide services to lot owners, occupiers or the public?  
If so, then provide details:

Nil

12. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?  
If so, then provide details:

**There are no notices or orders as of 19 February 2025.**

13. Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?  
If so, then provide details:

**The manager is not aware of any legal proceedings as of 19 February 2025.**

14. Has the owners corporation appointed, or resolved to appoint, a manager?  
If so, then provide details:

**The manager is Owners Corporation Better Living 505 Sydney Road Coburg VIC 3058**

15. Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

**The manager is not aware of any proposal to appoint an administrator as of 19 February 2025.**

16. A copy of the minutes of the most recent annual general meeting of the owners corporation.

**Attached**

17. Documents required to be attached to the owners corporation certificate are:

A copy of all resolutions made at the last annual general meeting  
A copy of the consolidated rules registered at Land Victoria "Model rules for an owners corporation"  
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

### NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Owners Corporation Better Living via email at [info@ocbetterliving.com.au](mailto:info@ocbetterliving.com.au)

This owners corporation certificate was prepared by:

  
.....(signature)

Anna Barilla  
Owners Corporation Better Living  
Owners Corporation Manger  
As the delegate of the Owners Corporation

Date: 19 February 2025

**Important:** This Certificate is issued on the following basis:

1. The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.
2. The information is subject to change without notice
3. We recommend contacting us at least 4 working days before settlement to confirm the current fee status.
4. Updated information will be provided free of charge to the original requester, as long as the inquiry is made within 3 months of the original Owners Corporation Certificate date.

(03) 9875 8242

info@ocbetterliving.com.au

PO BOX 65 MORELAND VIC 3058

www.ocbetterliving.com.au

## MINUTES OF THE ANNUAL GENERAL MEETING

Held on **Wednesday 28<sup>th</sup> August 2024** at **11:00am** via **Teleconference**

**148 SOMERSET ROAD, CAMPBELLFIELD VICTORIA 3062**

*Owners Corporation Plan Number PS813426G*

### 1. Open Meeting & Welcome:

We refer to the recent Annual General Meeting scheduled on 28/08/2024 and advise that as no members attended it was not possible for the meeting to commence. We advise the following.

### 2. Present:

Nil

### Apologies:

Majed Koria

Lots 4,5

### In Attendance

Anna Barilla representing Owners Corporation Better Living Pty Ltd

### Proxies:

Nil

### 3. Quorum Details

The manager advised that there was not at least 50% of all lot owners in attendance (or by Proxy) nor were there lot owners in attendance (or by Proxy) with lot entitlements for at least 50% of all lot entitlements for the property. Therefore, all decisions made at the meeting would be Interim Resolutions in accordance with the provisions of the Owners Corporation Act 2006. The meeting proceeded on the basis that all resolutions of the meeting are interim decisions which becomes final decision on the 29<sup>th</sup> day after the day of the meeting unless notice is given of a Special General Meeting within those 29 days. (Refer to page 7 for more details).

### 4. Voting Entitlements

All voting was per lot.

### 5. Chairperson

**It was resolved** to appoint the manager to act as the chairperson for the meeting.

**It was further resolved** by the owners to delegate the positions of Chair, Secretary and Treasurer to Anna Barilla (or OCBL representative who will run the accounts) for the duration of the appointment of Owners Corporation Better Living Pty. Ltd. as Owners Corporation Manager.

### 6. Confirmation of Minutes

**Motion:** "Resolved that the minutes of the previous Annual General Meeting held on 29<sup>th</sup> August 2023 be confirmed as a true and correct record of the proceedings of that meeting".

**In Favour:**

**Not In Favour:**

**Carried**

### 7. Manager's Report

The Manager's Report was circulated prior to the meeting to all owners.

### 8. Insurance Cover

The insurance cover as required under Part 3, Division 6, Section 59 of the Owners Corporation Act 2006 is set out below.

The following Quotes were obtained;

AXIS	\$3,077.51 \$2,000 Standard excess	SCI	Quotation provided – less competitive
CHU	\$4,125.14 \$2,000 Standard excess	SUU	Declined - due to construction materials
Chubb	Unable to quote as BSI* < \$25,000,000 minimum	QUS	No response - if competitive terms are provided, we will advise
Flex	Quotation provided – less competitive	<b>Hutch</b>	<b>\$3,808.13</b> <b>\$1,000 Standard excess</b>
Longitude	No response - if competitive terms are provided, we will advise		

The policy was renewed on 15<sup>th</sup> August 2024. The insurer is Hutch Underwriting Pty Ltd with the broker Honan Insurer. The cover in place is a Strata Title – Residential which covers:

- **Building** **\$1,365,000**

**Note:** This item covers the building reinstatement or replacement, underground services, common area contents against accidental loss or damage.

- **Loss of Rent / Temporary Accommodation** **\$204,750**

**Note:** If a unit becomes uninhabitable as a result of an insured peril, the unit owner can claim for loss of rent or alternative accommodation during the period that the premises are unfit for occupancy, based on the rental value of a unit.

- **Public/Legal Liability:** **\$20,000,000**

**Note:** This covers the Owners Corporation in the event it is legally liable to pay for personal injury.

- **Voluntary Workers:** **\$200,000**

**Note:** Provides compensation to any person who voluntarily works on behalf of an Owners Corporation. The volunteer worker's name must be recorded in the books of the Owners Corporation. A voluntary worker is any person who does work without receiving or expecting to receive any fee or reward.

- **Office Bearers:** **\$100,000**

**Note:** Provides protection for the Owners Corporation office bearers should they become legally liable to pay compensation for any wrongful act they make while carrying out the functions of their position.

- **Fidelity Guarantee** **\$100,000**

**Note:** Cover against fraudulent misappropriation of Owners Corporation funds or tangible property.

- **Catastrophe Cover** **Not Insured**

**Note:** Provides an additional sum where the building is considered a total loss or partial loss due to catastrophe where a state of emergency is declared such as an earthquake, bushfire, tsunami or cyclone.

- **Lot Owners Fixtures & Improvements** **\$250,000**

**Note:** Covers for any fixture or structural improvement, other than Floating Floors, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to your building. Eg a pergola attaching to the building (which a council permit has been issued).

- **Flood Cover** **Included**

**Note:** the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following, a lake (whether or not it has been altered or modified); a river (whether or not it has been altered or modified); a creek (whether or not it has been altered or modified); another natural watercourse (whether or not it has been altered or modified); a reservoir; a canal; a dam.

- **Government Audit Costs and Legal Expenses** **Insured**

**Note:** Government audit cover professional costs associated with an investigation by the Australian Tax Office or other statutory body and record keeping audit. Legal expenses are

those associated with the common property health and safety breaches. Expenses incurred in defending actions arising out of the conduct of the Owners Corporation.

- **Standard Excess:** **\$1,000 per claim**
- **Expiring Date:** **15<sup>th</sup> August 2024**
- **Policy No:** **HRS11086876**

**Motion:** “Resolved that the Owners Corporation accepts the financial services provided by the manager and subject to periodic valuation, gives the manager standing authority to automatically renew the Insurance policy in each policy year and that the details of the renewed Insurance policy as noted herein be accepted.”

**In Favour:** **Not In Favour:** **Carried**

**Motion:** “Resolved that in the event of common property loss the Owners Corporation is responsible to pay the excess applicable. In the event of private property loss, the owner of the lot is responsible to pay the excess applicable.”

**In Favour:** **Not In Favour:** **Carried**

**Motion:** “Resolved that if another lot owner is in fault, the individual lot owner in fault will be held responsible to pay for the insurance excess”.

**In Favour:** **Not In Favour:** **Carried**

The manager reminded members that she receives insurance commission as per the attached documentation.

**Note:** Management's task is to review the insurance policy on an annual basis. This provides members with information on the many changes that occur and most importantly that their asset is insured at its proper value. With all matters concerning the administration of Owners Corporation affairs insurance takes precedence.

Owners Corporation insurance does not extend to cover personal items within the unit. Personal items include carpet, light fittings, curtains, blinds, household appliances such as dishwashers, refrigerators, washing machines and dryers within the unit. If you are renting the unit it is advised to have landlord's contents cover.

The Owners Corporation is not a Broker we cannot access the obligation for reporting under the insurance legislations. The above information is to be used as a guide only. Please refer to the Certificate of Currency and/or the underwriter's Policy Booklet for more information on what is covered.

## 9. Valuation Report

The manager advised that we should obtain insurance valuations as frequently as necessary to ensure that the sum insured is at least equivalent to the cost necessary to replace, repair or rebuild the property to a condition substantially the same then the new condition of the building, plus incidentals. According to the amendments to Owners Corporation Act it must be done every 5 years or earlier.

**Motion:** “Resolved that the Owners Corporation undertakes a valuation of the building and adopts an increase in cover (if any) as recommended by the Insurer or Broker.”

**In Favour:** 0 owners **Not In Favour:** **Motion**  
**NOT**  
**Carried**

## 10. Financial Statements

The Owners Corporation maintains all income and expenditure as required under “Part 3, Division 2, Section 33 & 34” of the Owners Corporation Act 2006. Copies of

the financial accounts are attached, please direct any questions regarding the financials to the Owner's Corporation Manager at least 48 hours prior to the meeting.

**Motion:** "Resolved that the enclosed financial statements for OC1 the period ending 31/07/2024 showing a surplus of \$533.54 with a net asset of \$2,499.59 to be approved and adopted.

**In Favour:** **Not In Favour:** **Carried**

According to the amended Owners Corporation Act as of 1<sup>st</sup> December 2021, this property is classified as a tier 4 which means owners can choose to have the financials audited/reviewed.

**Motion:** "That the Owners Corporation does not have their financial statements audited or reviewed".

**In Favour:** **Not In Favour:** **Carried**

**Note:** Please be aware the difference between a Budget and Financials. Financials outline the expenses and the income received from owners and the Annual Budget is a projection on how money might be spent for the future year.

### 11. Proposed budget

The budget has been carefully compiled by the Owners Corporation Manager and allowance have been made for anticipated increase in general goods and services.

**Motion:** "Resolved that as required under Part 3, Division 1, Section 23 of the Owners Corporation Act 2006, the budget for OC1 for the period 1st August 2024 to 31st July 2025, totalling \$5,948.23 be approved and that budget contributions be determined as per the attached budget."

**In Favour:** **Not In Favour:** **Carried**

**Motion:** "As per the Amendments of Owners Corporation Act 2006, part 39 (Section 78), hereby removes part (1a/b) to allow the Owners Corporation to pass interim resolutions to increase the budget by more than 10%".

**In Favour:** **Not In Favour:** **Carried**

**Note:** The manager informed owners that the manager is trying to slowly increase the bank account by budging an extra \$500 annually. The manager also informed owners that by having a small amount in the bank account, increases the risk of the manager issuing a special levy for unexpected emergency repairs.

### 12. Maintenance Plan

According to the amended Owners Corporation Act as of 1st December 2021, this property is classified as a tier 4 which means owners can choose to prepare and approve a maintenance fund, but it's not compulsory.

**Motion:** "Resolved that the Owners Corporation does not proceed to prepare and approve a maintenance plan".

**In Favour:** **Not In Favour:** **Carried**

### 13. Penalty interest

According to Section 29 of the Owners Corporation Act 2006, the 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.

**Motion:** According to Section 29(1) & (2), the Owners Corporation may charge interest on any amount payable by a lot owner that is still outstanding to the Owners Corporation after the due date at the interest rate payable under the Penalty Interest Rates Act 1983.

**In Favour:** **Not In Favour:** **Carried**

**Motion:** According to Section 29(3) of the Owners Corporation Act 2006, the Owners Corporation be delegated the power to grant a waiver of payment of in the instance of first offences. All other cases are to be referred to the chairperson or committee.

**In Favour:** **Not In Favour:** **Carried**

#### 14. Recovery cost

According to Section 30 of the Owners Corporation Act 2006, the Owners Corporation may recover money owed. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

**Motion:** "That the Owners Corporation resolve that it may recover from an owner the costs, charges and expenses incurred arising out of any default or breach by any owner or occupier of debt incurred by the Owners Corporation.

**In Favour:** **Not In Favour:** **Carried**

**Motion:** "That the Owners Corporation resolve that it may recover from an individual lot owner to pay for the Owners Corporation manager's costs for issuing a Final Fee Notice".

**In Favour:** **Not In Favour:** **Carried**

#### 15. Elections and Appointments

##### (a) Power to delegate

An Owners Corporation may by instrument delegate any power or function of the Owners Corporation (other than a power or function that requires a unanimous resolution or a special resolution or this power of delegation). However, the manager will still be the treasurer and have authority in regards to the bank accounts.

**Motion:** "to delegate to the **Chairperson – Joseph Niutta** of the Owners Corporation all of the powers and functions requiring an ordinary resolution".

**In Favour:** **Not In Favour:** **Carried**

##### (b) Owners Corporation Manager

**Motion:** "That the Owners Corporation, pursuant to part 2, Division 1, Section 11 (2) (b) of the Owners Corporation Act 2006 hereby delegates the power and functions to Owners Corporation Better Living as Manager of the Owners Corporation, by Instrument, for a period of three (3) years commencing on the 01/09/2024 as set out in the Contract of Appointment and that the Contract, be witnessed by two lot owners"

**In Favour:** **Not In Favour:** **Carried**

**Motion:** "As per the Amendments of Owners Corporation Act 2006, part 39 (Section 78), hereby removes part (1a/b) to allow the Owners Corporation to pass interim resolutions if no owner is present in regards to renewing the contract".

**In Favour:** **Not In Favour:** **Carried**

#### 16. Occupational Health & Safety

The Manager advised the meeting that the Owners Corporation may have an obligation to comply with the Occupational Health & Safety Act 2004. The manager advised that the Owners Corporation should engage a Building Consultant to undertake an audit of the property to determine if there is an obligation under the legislation and if so the appropriate manner of discharging the obligation. The manager further advised that as this company is not Building Consultant or a Building Surveyors and we cannot access the obligations for reporting under the legislation.

**IT WAS RESOLVED** not to appoint a consultant to carry out an assessment to

determine compliance with Occupational Health & Safety Act 2004 provisions as there are no visible concerns and to re-address at the next meeting.

**Note:** Owner occupiers should regularly monitor the property and advise the Manager of any new issues that may arise.

- 17. Gardening /maintenance** **Motion:** "That individual owners continue to maintain their section of the common property along the driveway".  
**In Favour:** **Not In Favour:** **Carried**
- 18. Car parking** No arising concerns at this stage.
- 19. OC Plaque and Title Registration - Update** **IT WAS RESOLVED** to readdress this at the next meeting.
- 20. Public Officer** **Motion:** "that the Owners Corporation resolve to confirm the manager as public officer and authorised contact person with the Australian Taxation office"  
**In Favour:** **Not In Favour:** **Carried**
- 21. After Hours Emergency Repairs** Owners Corporation Better Living (OCBL) business hours are Monday to Friday 9.30am to 5pm. Scotia Group is the after-hours service for **emergency** repairs. If you are an Owner and have an Owners Corporation building related emergency to your unit or common property you can engage Scotia Maintenance Service directly on 1300-726-842.  
If the damage is related to your unit only, or does not form part of an insurance claim, you will be liable for the cost of the trade's attendance. By contracting Scotia Maintenance Services and engaging them you will be agreeing to these terms and conditions. When contacting them please state your strata management company is Owners Corporation Better Living.  
**Motion:** "that individual lot owners are responsible to pay for any afterhours trade expenses if the damage is related to their unit only, or does not form part of an insurance claim".  
**Moved:** **Seconded:** **Carried**
- 22. Letterboxes** **Motion:** "That the Owners Corporation, is responsible to maintain/repair the structure of the communal letterboxes however the individual owner is responsible to maintain/repair their private lock and lid of the letterbox."  
**Moved:** **Seconded:** **Carried**
- 23. Power Industry Lock** **IT WAS RESOLVED** to readdress this at the next meeting.
- 24. Other/general business** Nil
- 25. Next AGM** Members agreed that the next Meetings is to be held teleconference, as it is convenient for all owners.  
The next Annual General Meeting will be held in August/September 2025 in which a notice will be distributed.
- Closure** The Annual General Meeting concluded at 11:10am.

Date of Issue: 28/08/2024

**NOTICE OF INTERIM DECISIONS**

We write to you as the Owners Corporation Manager for this property in reference to the previous Annual General Meeting. As 50% of the lot entitlements were not either present or represented by proxy, a quorum was not achieved. The meeting proceeded but all resolutions made are interim decisions.

In accordance with the Owners Corporation Act, 2006, Section 78, notice of all interim resolutions and the minutes of the meeting at which the interim resolution must be forwarded to all lot owners within 14 days of the meeting. Interim resolutions become resolutions of the Owners Corporation, 29 days after the meeting.

Please refer to Section 78, Sub-section (4) of the Owners Corporation Act 2006:

- (4) Interim resolutions become resolutions of the owners corporation —
  - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
  - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
  - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

## **Important Advice to Owners**

### **Future works**

Repairs will be undertaken as long as there is sufficient money in the Owners Corporation Fund. If there is no sufficient money in this fund the required works will be included in the agenda for the following year and budgeted for the next year. Any urgent matters will still need to be undertaken and special levies may be required in the event there is insufficient funds.

### **Insurance**

All owners should take note that their Owners Corporation insurance does not cover such items as carpets, window coverings and light fittings within their units. Public liability Cover within the units is also excluded. All residents are reminded that they should have adequate contents insurance and or Landlords Fixtures and Fittings Insurance which should include Public Liability Cover.

### **Insurance Claim**

Owners Corporation Better Living Pty. Ltd. may lodge claims on your behalf Owners Corporation Better Living Pty. Ltd. is unable to influence the outcome or performance of contractors appointed by the insurer. Where a claim is made under the Owners Corporation policy on behalf of an individual owner in regard to private property (as distinct from a claim where common property is involved) it is the individual owner's responsibility (or their agent) to make appointments and obtain quotes from contractors.

Owners Corporation Better Living Pty. Ltd. can provide contractor names etc. upon request.

The owner/agent must provide:

1. Details of the incident and proof of rectification of the cause of the claim must be sent to Owners Corporation Better Living Pty. Ltd for on-forwarding to the broker.
2. Two quotations for subsequent damage repairs as required by the insurer.

### **Ownership or address changes**

Owners are advised that all changes of ownership, name or address be given Owners Corporation Better Living Pty. Ltd. in writing, and the address must be a property address and not a post office box number.

### **What is an Owners Corporation?**

An Owners Corporation (formerly Body Corporate) manages the common property of a residential, commercial, retail, industrial or mixed-use property development. Common property is what is stated to on the registered Plan of Subdivision (for instance the driveway). It is necessary to refer to the Plan of Subdivision to determine the common property and hence, the particular responsibilities of the Owners Corporation. Common property is jointly owned by all of the members of the Owners Corporation and the Plan of Subdivision sets out the proportion of ownership in the Owners Corporation schedule. This schedule will also determine the proportion of Owners Corporation expenses to be borne by each member.

The Owners Corporation is under obligation to repair and maintain common property with the members determining the standard to which that property will be maintained.

### **Repairs & Maintenance**

The lot owner care for their own lots and the Owners Corporation cares for the common property. Please refer to the Plan of Sub Division or ask your manager whether the roof or balcony is part of common property (shared) or private property (individual owner's responsibility).

### **So what is Common Property?**

The entire complex (land) is made up of several apartments/units.

How do people get to and from their apartments/units? There must be some sort of access point; a foyer, stairs, driveway or a lift, some way for residents to get to and from their homes.

The stairs, the lift, driveway or other access points are vital to all the lots within the building, but who "owns" those areas?

Those areas are common property.

And an Owners Corporation is created expressly to hold and maintain the common property for the benefit of all the lot owners.

### **Examples of Common Property?**

The most common shared areas are: stairways, lifts and foyers, basement car parking, gardens, pool areas, gyms, access roadways, roofs (multi-level apartment), driveway, etc.

## RESIDENTIAL STRATA POLICY CERTIFICATE OF CURRENCY

### The Insured

Policy Number	HRS11086876	UMR: B6060500000642023
PDS and Policy Wording	Hutch Residential Strata version HRS6	
The Insured	OC813426	
Situation	148 Somerset Road, Campbellfield VIC 3061	
Period of Insurance:	Commencement Date	4.00pm on 15/08/2024
	Expiry Date	4.00pm on 15/08/2025

Date of Issue 19/07/2024

### Policy Limits / Sums Insured

Section 1	Buildings	\$1,365,000
	Common Area Contents	\$13,650
	Temporary Accommodation & Loss of Rent	\$204,750
	Flood	Selected
	Additional Catastrophe Cover	Not Insured
	Unit Owners' Fixtures and Improvements	\$136,500
Section 2	Property Owner's Legal Liability	\$20,000,000
Section 3	Voluntary Workers Personal Accident	\$200,000 /\$2,000 weekly
Section 4	Fidelity Guarantee	\$100,000
Section 5	Office Bearers Liability	Section not taken
Section 6	Machinery Breakdown	Section not taken
Section 7	Part A: Government Audit Expenses	\$25,000
	Part B: Health & Safety Legal Expenses	\$100,000
	Part C: Legal Expenses	\$50,000
Section 8	Cyber	\$10,000

This Policy has been issued by Hutch Underwriting Pty Ltd ABN 846 552 56 134, of L8, 17 Bridge Street, Sydney, NSW, 2000, Authorised Representative number 001296345 on behalf of certain underwriters at Lloyds and confirms that on the Date of Issue a policy existing for the Period of Insurance and sums insured shown herein.

Hutch is an authorised representative of CoverRadar Group Pty Ltd ABN 146 412 25 809 AFS Licence number 523647 of L8, 17 Bridge Street, Sydney, NSW, 2000.

The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this certificate without further notice to the holder of this certificate.

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.



(03) 9875 8242

info@ocbetterliving.com.au

PO BOX 65 MORELAND VIC 3058

www.ocbetterliving.com.au

Balance Sheet - Group  
As at 19-02-2025

**Owners Corporation**  
BETTER LIVING  
ABN: 15 410 862 294

Owners Corporation PS813426G

148 Somerset Road, Campbellfield VIC 3061

Owners Corporation 1

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin

1,258.96

Owners Equity--Admin

2,499.59

3,758.55

Maintenance Fund

Operating Surplus/Deficit--Maintenance Fund

0.00

0.00

Net owners' funds

\$3,758.55

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin

2,568.90

Receivable--Levies--Admin

1,189.65

3,758.55

Maintenance Fund

0.00

Unallocated Money

0.00

*Total assets*

3,758.55

Less liabilities

Administrative Fund

0.00

Maintenance Fund

0.00

Unallocated Money

0.00

*Total liabilities*

0.00

Net assets

\$3,758.55

# 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. Committees and sub-committees

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

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

## 3. Management and administration

### 3.1 Metering of services and apportionment of costs of services

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

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

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

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

## 4. Use of common property

### 4.1 Use of common property

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

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

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

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

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

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

## 4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

## 4.3 Damage to common property

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

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

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

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

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

# 5. Lots

## 5.1 Change of use of lots

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

### Example

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

## 5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

## 5.3 Requiring notice to the owners corporation of renovations to lots

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

# 6. Behaviour of persons

## 6.1 Behaviour of owners, occupiers and invitees on common property

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

## 6.2 Noise and other nuisance control

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

## 7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

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

## Lot entitlement and lot liability

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

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

## Further information

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

## Management of an owners corporation

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

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

# OWNERS CORPORATION CERTIFICATE

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

Owners Corporation 2 – Plan No 813426G

This certificate is issued for **Lot 3** on Plan of Subdivision No **813426G**  
Property located at: **Unit 3 / 148 Somerset Road, Campbellfield VIC 3061**

Applicant for the certificate is **Melbourne Real Estate Conveyancing**  
Address for delivery of certificate **anna@melbournerec.com.au**  
Date that the application was received **11 February 2025**

## IMPORTANT:

The information in this certificate is issued on **19 February 2025**.

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1. The current annual fees for the lot are

**Current annual fees for the lot is \$0.00 with the period being 01 Aug 2024 to 31 Jul 2025**

2. The date up to which the fees for the lot have been paid is:

**The fees are paid up to 31 Jul 2025**

3. The total of any unpaid fees or charges for the lot is:

**The unpaid fees total \$0.00**

4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

**None**

5. Are there any repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above

**Nil**

6. The owners corporation has the following insurance cover:

**Please refer to the attached certificate of currency.**

7. Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:

**No**

8. The total funds held by the Owners Corporation, is:

**\$0.00**

9. Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above?

If so, then provide details:

**Nil**

10. Are there any current contracts, leases, licences or agreements affecting the common property?  
If so, then provide details:

**Contract with Manager**

11. Are there any current agreements to provide services to lot owners, occupiers or the public?  
If so, then provide details:

**Nil**

12. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?  
If so, then provide details:

**There are no notices or orders as of 19 February 2025.**

13. Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?  
If so, then provide details:

**The manager is not aware of any legal proceedings as of 19 February 2025.**

14. Has the owners corporation appointed, or resolved to appoint, a manager?  
If so, then provide details:

**The manager is Owners Corporation Better Living 505 Sydney Road Coburg VIC 3058**

15. Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

**The manager is not aware of any proposal to appoint an administrator as of 19 February 2025.**

16. A copy of the minutes of the most recent annual general meeting of the owners corporation.

**Attached**

17. Documents required to be attached to the owners corporation certificate are:

A copy of all resolutions made at the last annual general meeting  
A copy of the consolidated rules registered at Land Victoria "Model rules for an owners corporation"  
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "*Statement of Advice and Information for Prospective Purchasers and Lot Owners*"

**NOTE:**

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Owners Corporation Better Living via email at [info@ocbetterliving.com.au](mailto:info@ocbetterliving.com.au)

This owners corporation certificate was prepared by:

.....(signature)

Anna Barilla  
Owners Corporation Better Living  
Owners Corporation Manger  
As the delegate of the Owners Corporation

Date: 19 February 2025

**Important:** This Certificate is issued on the following basis:

1. The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.
2. The information is subject to change without notice
3. We recommend contacting us at least 4 working days before settlement to confirm the current fee status.
4. Updated information will be provided free of charge to the original requester, as long as the inquiry is made within 3 months of the original Owners Corporation Certificate date.

(03) 9875 8242

info@ocbetterliving.com.au

PO BOX 65 MORELAND VIC 3058

www.ocbetterliving.com.au

## MINUTES OF THE ANNUAL GENERAL MEETING

Held on **Wednesday 28<sup>th</sup> August 2024** at **11:00am** via **Teleconference**

**148 SOMERSET ROAD, CAMPBELLFIELD VICTORIA 3062**

*Owners Corporation Plan Number PS813426G*

### 1. Open Meeting & Welcome:

We refer to the recent Annual General Meeting scheduled on 28/08/2024 and advise that as no members attended it was not possible for the meeting to commence. We advise the following.

### 2. Present:

Nil

### Apologies:

Majed Koria

Lots 4,5

### In Attendance

Anna Barilla representing Owners Corporation Better Living Pty Ltd

### Proxies:

Nil

### 3. Quorum Details

The manager advised that there was not at least 50% of all lot owners in attendance (or by Proxy) nor were there lot owners in attendance (or by Proxy) with lot entitlements for at least 50% of all lot entitlements for the property. Therefore, all decisions made at the meeting would be Interim Resolutions in accordance with the provisions of the Owners Corporation Act 2006. The meeting proceeded on the basis that all resolutions of the meeting are interim decisions which becomes final decision on the 29<sup>th</sup> day after the day of the meeting unless notice is given of a Special General Meeting within those 29 days. (Refer to page 7 for more details).

### 4. Voting Entitlements

All voting was per lot.

### 5. Chairperson

**It was resolved** to appoint the manager to act as the chairperson for the meeting.

**It was further resolved** by the owners to delegate the positions of Chair, Secretary and Treasurer to Anna Barilla (or OCBL representative who will run the accounts) for the duration of the appointment of Owners Corporation Better Living Pty. Ltd. as Owners Corporation Manager.

### 6. Confirmation of Minutes

**Motion:** "Resolved that the minutes of the previous Annual General Meeting held on 29<sup>th</sup> August 2023 be confirmed as a true and correct record of the proceedings of that meeting".

**In Favour:**

**Not In Favour:**

**Carried**

### 7. Manager's Report

The Manager's Report was circulated prior to the meeting to all owners.

### 8. Insurance Cover

The insurance cover as required under Part 3, Division 6, Section 59 of the Owners Corporation Act 2006 is set out below.

The following Quotes were obtained;

AXIS	\$3,077.51 \$2,000 Standard excess	SCI	Quotation provided – less competitive
CHU	\$4,125.14 \$2,000 Standard excess	SUU	Declined - due to construction materials
Chubb	Unable to quote as BSI* < \$25,000,000 minimum	QUS	No response - if competitive terms are provided, we will advise
Flex	Quotation provided – less competitive	<b>Hutch</b>	<b>\$3,808.13</b> <b>\$1,000 Standard excess</b>
Longitude	No response - if competitive terms are provided, we will advise		

The policy was renewed on 15<sup>th</sup> August 2024. The insurer is Hutch Underwriting Pty Ltd with the broker Honan Insurer. The cover in place is a Strata Title – Residential which covers:

▪ **Building** **\$1,365,000**

**Note:** This item covers the building reinstatement or replacement, underground services, common area contents against accidental loss or damage.

▪ **Loss of Rent / Temporary Accommodation** **\$204,750**

**Note:** If a unit becomes uninhabitable as a result of an insured peril, the unit owner can claim for loss of rent or alternative accommodation during the period that the premises are unfit for occupancy, based on the rental value of a unit.

▪ **Public/Legal Liability:** **\$20,000,000**

**Note:** This covers the Owners Corporation in the event it is legally liable to pay for personal injury.

▪ **Voluntary Workers:** **\$200,000**

**Note:** Provides compensation to any person who voluntarily works on behalf of an Owners Corporation. The volunteer worker's name must be recorded in the books of the Owners Corporation. A voluntary worker is any person who does work without receiving or expecting to receive any fee or reward.

▪ **Office Bearers:** **\$100,000**

**Note:** Provides protection for the Owners Corporation office bearers should they become legally liable to pay compensation for any wrongful act they make while carrying out the functions of their position.

▪ **Fidelity Guarantee** **\$100,000**

**Note:** Cover against fraudulent misappropriation of Owners Corporation funds or tangible property.

▪ **Catastrophe Cover** **Not Insured**

**Note:** Provides an additional sum where the building is considered a total loss or partial loss due to catastrophe where a state of emergency is declared such as an earthquake, bushfire, tsunami or cyclone.

▪ **Lot Owners Fixtures & Improvements** **\$250,000**

**Note:** Covers for any fixture or structural improvement, other than Floating Floors, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to your building. Eg a pergola attaching to the building (which a council permit has been issued).

▪ **Flood Cover** **Included**

**Note:** the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following, a lake (whether or not it has been altered or modified); a river (whether or not it has been altered or modified); a creek (whether or not it has been altered or modified); another natural watercourse (whether or not it has been altered or modified); a reservoir; a canal; a dam.

▪ **Government Audit Costs and Legal Expenses** **Insured**

**Note:** Government audit cover professional costs associated with an investigation by the Australian Tax Office or other statutory body and record keeping audit. Legal expenses are

those associated with the common property health and safety breaches. Expenses incurred in defending actions arising out of the conduct of the Owners Corporation.

- **Standard Excess:** **\$1,000 per claim**
- **Expiring Date:** **15<sup>th</sup> August 2024**
- **Policy No:** **HRS11086876**

**Motion:** “Resolved that the Owners Corporation accepts the financial services provided by the manager and subject to periodic valuation, gives the manager standing authority to automatically renew the Insurance policy in each policy year and that the details of the renewed Insurance policy as noted herein be accepted.”

**In Favour:** **Not In Favour:** **Carried**

**Motion:** “Resolved that in the event of common property loss the Owners Corporation is responsible to pay the excess applicable. In the event of private property loss, the owner of the lot is responsible to pay the excess applicable.”

**In Favour:** **Not In Favour:** **Carried**

**Motion:** “Resolved that if another lot owner is in fault, the individual lot owner in fault will be held responsible to pay for the insurance excess”.

**In Favour:** **Not In Favour:** **Carried**

The manager reminded members that she receives insurance commission as per the attached documentation.

**Note:** Management's task is to review the insurance policy on an annual basis. This provides members with information on the many changes that occur and most importantly that their asset is insured at its proper value. With all matters concerning the administration of Owners Corporation affairs insurance takes precedence.

Owners Corporation insurance does not extend to cover personal items within the unit. Personal items include carpet, light fittings, curtains, blinds, household appliances such as dishwashers, refrigerators, washing machines and dryers within the unit. If you are renting the unit it is advised to have landlord's contents cover.

The Owners Corporation is not a Broker we cannot access the obligation for reporting under the insurance legislations. The above information is to be used as a guide only. Please refer to the Certificate of Currency and/or the underwriter's Policy Booklet for more information on what is covered.

## 9. Valuation Report

The manager advised that we should obtain insurance valuations as frequently as necessary to ensure that the sum insured is at least equivalent to the cost necessary to replace, repair or rebuild the property to a condition substantially the same then the new condition of the building, plus incidentals. According to the amendments to Owners Corporation Act it must be done every 5 years or earlier.

**Motion:** “Resolved that the Owners Corporation undertakes a valuation of the building and adopts an increase in cover (if any) as recommended by the Insurer or Broker.”

**In Favour:** 0 owners **Not In Favour:** **Motion**  
**NOT**  
**Carried**

## 10. Financial Statements

The Owners Corporation maintains all income and expenditure as required under “Part 3, Division 2, Section 33 & 34” of the Owners Corporation Act 2006. Copies of

the financial accounts are attached, please direct any questions regarding the financials to the Owner's Corporation Manager at least 48 hours prior to the meeting.

**Motion:** "Resolved that the enclosed financial statements for OC1 the period ending 31/07/2024 showing a surplus of \$533.54 with a net asset of \$2,499.59 to be approved and adopted.

**In Favour:** **Not In Favour:** **Carried**

According to the amended Owners Corporation Act as of 1<sup>st</sup> December 2021, this property is classified as a tier 4 which means owners can choose to have the financials audited/reviewed.

**Motion:** "That the Owners Corporation does not have their financial statements audited or reviewed".

**In Favour:** **Not In Favour:** **Carried**

**Note:** Please be aware the difference between a Budget and Financials. Financials outline the expenses and the income received from owners and the Annual Budget is a projection on how money might be spent for the future year.

### 11. Proposed budget

The budget has been carefully compiled by the Owners Corporation Manager and allowance have been made for anticipated increase in general goods and services.

**Motion:** "Resolved that as required under Part 3, Division 1, Section 23 of the Owners Corporation Act 2006, the budget for OC1 for the period 1st August 2024 to 31st July 2025, totalling \$5,948.23 be approved and that budget contributions be determined as per the attached budget."

**In Favour:** **Not In Favour:** **Carried**

**Motion:** "As per the Amendments of Owners Corporation Act 2006, part 39 (Section 78), hereby removes part (1a/b) to allow the Owners Corporation to pass interim resolutions to increase the budget by more than 10%".

**In Favour:** **Not In Favour:** **Carried**

**Note:** The manager informed owners that the manager is trying to slowly increase the bank account by budgeting an extra \$500 annually. The manager also informed owners that by having a small amount in the bank account, increases the risk of the manager issuing a special levy for unexpected emergency repairs.

### 12. Maintenance Plan

According to the amended Owners Corporation Act as of 1st December 2021, this property is classified as a tier 4 which means owners can choose to prepare and approve a maintenance fund, but it's not compulsory.

**Motion:** "Resolved that the Owners Corporation does not proceed to prepare and approve a maintenance plan".

**In Favour:** **Not In Favour:** **Carried**

### 13. Penalty interest

According to Section 29 of the Owners Corporation Act 2006, the 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.

**Motion:** According to Section 29(1) & (2), the Owners Corporation may charge interest on any amount payable by a lot owner that is still outstanding to the Owners Corporation after the due date at the interest rate payable under the Penalty Interest Rates Act 1983.

**In Favour:** **Not In Favour:** **Carried**

**Motion:** According to Section 29(3) of the Owners Corporation Act 2006, the Owners Corporation be delegated the power to grant a waiver of payment of in the instance of first offences. All other cases are to be referred to the chairperson or committee.

**In Favour:** **Not In Favour:** **Carried**

#### 14. Recovery cost

According to Section 30 of the Owners Corporation Act 2006, the Owners Corporation may recover money owed. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

**Motion:** "That the Owners Corporation resolve that it may recover from an owner the costs, charges and expenses incurred arising out of any default or breach by any owner or occupier of debt incurred by the Owners Corporation.

**In Favour:** **Not In Favour:** **Carried**

**Motion:** "That the Owners Corporation resolve that it may recover from an individual lot owner to pay for the Owners Corporation manager's costs for issuing a Final Fee Notice".

**In Favour:** **Not In Favour:** **Carried**

#### 15. Elections and Appointments

##### (a) Power to delegate

An Owners Corporation may by instrument delegate any power or function of the Owners Corporation (other than a power or function that requires a unanimous resolution or a special resolution or this power of delegation). However, the manager will still be the treasurer and have authority in regards to the bank accounts.

**Motion:** "to delegate to the **Chairperson – Joseph Niutta** of the Owners Corporation all of the powers and functions requiring an ordinary resolution".

**In Favour:** **Not In Favour:** **Carried**

##### (b) Owners Corporation Manager

**Motion:** "That the Owners Corporation, pursuant to part 2, Division 1, Section 11 (2) (b) of the Owners Corporation Act 2006 hereby delegates the power and functions to Owners Corporation Better Living as Manager of the Owners Corporation, by Instrument, for a period of three (3) years commencing on the 01/09/2024 as set out in the Contract of Appointment and that the Contract, be witnessed by two lot owners"

**In Favour:** **Not In Favour:** **Carried**

**Motion:** "As per the Amendments of Owners Corporation Act 2006, part 39 (Section 78), hereby removes part (1a/b) to allow the Owners Corporation to pass interim resolutions if no owner is present in regards to renewing the contract".

**In Favour:** **Not In Favour:** **Carried**

#### 16. Occupational Health & Safety

The Manager advised the meeting that the Owners Corporation may have an obligation to comply with the Occupational Health & Safety Act 2004. The manager advised that the Owners Corporation should engage a Building Consultant to undertake an audit of the property to determine if there is an obligation under the legislation and if so the appropriate manner of discharging the obligation. The manager further advised that as this company is not Building Consultant or a Building Surveyors and we cannot access the obligations for reporting under the legislation.

**IT WAS RESOLVED** not to appoint a consultant to carry out an assessment to

determine compliance with Occupational Health & Safety Act 2004 provisions as there are no visible concerns and to re-address at the next meeting.

**Note:** Owner occupiers should regularly monitor the property and advise the Manager of any new issues that may arise.

- 17. Gardening /maintenance** **Motion:** "That individual owners continue to maintain their section of the common property along the driveway".  
**In Favour:** **Not In Favour:** **Carried**
- 18. Car parking** No arising concerns at this stage.
- 19. OC Plaque and Title Registration - Update** **IT WAS RESOLVED** to readdress this at the next meeting.
- 20. Public Officer** **Motion:** "that the Owners Corporation resolve to confirm the manager as public officer and authorised contact person with the Australian Taxation office"  
**In Favour:** **Not In Favour:** **Carried**
- 21. After Hours Emergency Repairs** Owners Corporation Better Living (OCBL) business hours are Monday to Friday 9.30am to 5pm. Scotia Group is the after-hours service for **emergency** repairs. If you are an Owner and have an Owners Corporation building related emergency to your unit or common property you can engage Scotia Maintenance Service directly on 1300-726-842.  
If the damage is related to your unit only, or does not form part of an insurance claim, you will be liable for the cost of the trade's attendance. By contracting Scotia Maintenance Services and engaging them you will be agreeing to these terms and conditions. When contacting them please state your strata management company is Owners Corporation Better Living.  
**Motion:** "that individual lot owners are responsible to pay for any afterhours trade expenses if the damage is related to their unit only, or does not form part of an insurance claim".  
**Moved:** **Seconded:** **Carried**
- 22. Letterboxes** **Motion:** "That the Owners Corporation, is responsible to maintain/repair the structure of the communal letterboxes however the individual owner is responsible to maintain/repair their private lock and lid of the letterbox."  
**Moved:** **Seconded:** **Carried**
- 23. Power Industry Lock** **IT WAS RESOLVED** to readdress this at the next meeting.
- 24. Other/general business** Nil
- 25. Next AGM** Members agreed that the next Meetings is to be held teleconference, as it is convenient for all owners.  
The next Annual General Meeting will be held in August/September 2025 in which a notice will be distributed.
- Closure** The Annual General Meeting concluded at 11:10am.

Date of Issue: 28/08/2024

**NOTICE OF INTERIM DECISIONS**

We write to you as the Owners Corporation Manager for this property in reference to the previous Annual General Meeting. As 50% of the lot entitlements were not either present or represented by proxy, a quorum was not achieved. The meeting proceeded but all resolutions made are interim decisions.

In accordance with the Owners Corporation Act, 2006, Section 78, notice of all interim resolutions and the minutes of the meeting at which the interim resolution must be forwarded to all lot owners within 14 days of the meeting. Interim resolutions become resolutions of the Owners Corporation, 29 days after the meeting.

Please refer to Section 78, Sub-section (4) of the Owners Corporation Act 2006:

- (4) Interim resolutions become resolutions of the owners corporation —
  - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
  - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
  - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

## **Important Advice to Owners**

### **Future works**

Repairs will be undertaken as long as there is sufficient money in the Owners Corporation Fund. If there is no sufficient money in this fund the required works will be included in the agenda for the following year and budgeted for the next year. Any urgent matters will still need to be undertaken and special levies may be required in the event there is insufficient funds.

### **Insurance**

All owners should take note that their Owners Corporation insurance does not cover such items as carpets, window coverings and light fittings within their units. Public liability Cover within the units is also excluded. All residents are reminded that they should have adequate contents insurance and or Landlords Fixtures and Fittings Insurance which should include Public Liability Cover.

### **Insurance Claim**

Owners Corporation Better Living Pty. Ltd. may lodge claims on your behalf Owners Corporation Better Living Pty. Ltd. is unable to influence the outcome or performance of contractors appointed by the insurer. Where a claim is made under the Owners Corporation policy on behalf of an individual owner in regard to private property (as distinct from a claim where common property is involved) it is the individual owner's responsibility (or their agent) to make appointments and obtain quotes from contractors.

Owners Corporation Better Living Pty. Ltd. can provide contractor names etc. upon request.

The owner/agent must provide:

1. Details of the incident and proof of rectification of the cause of the claim must be sent to Owners Corporation Better Living Pty. Ltd for on-forwarding to the broker.
2. Two quotations for subsequent damage repairs as required by the insurer.

### **Ownership or address changes**

Owners are advised that all changes of ownership, name or address be given Owners Corporation Better Living Pty. Ltd. in writing, and the address must be a property address and not a post office box number.

### **What is an Owners Corporation?**

An Owners Corporation (formerly Body Corporate) manages the common property of a residential, commercial, retail, industrial or mixed-use property development. Common property is what is stated to on the registered Plan of Subdivision (for instance the driveway). It is necessary to refer to the Plan of Subdivision to determine the common property and hence, the particular responsibilities of the Owners Corporation. Common property is jointly owned by all of the members of the Owners Corporation and the Plan of Subdivision sets out the proportion of ownership in the Owners Corporation schedule. This schedule will also determine the proportion of Owners Corporation expenses to be borne by each member.

The Owners Corporation is under obligation to repair and maintain common property with the members determining the standard to which that property will be maintained.

### **Repairs & Maintenance**

The lot owner care for their own lots and the Owners Corporation cares for the common property. Please refer to the Plan of Sub Division or ask your manager whether the roof or balcony is part of common property (shared) or private property (individual owner's responsibility).

### **So what is Common Property?**

The entire complex (land) is made up of several apartments/units.

How do people get to and from their apartments/units? There must be some sort of access point; a foyer, stairs, driveway or a lift, some way for residents to get to and from their homes.

The stairs, the lift, driveway or other access points are vital to all the lots within the building, but who "owns" those areas?

Those areas are common property.

And an Owners Corporation is created expressly to hold and maintain the common property for the benefit of all the lot owners.

### **Examples of Common Property?**

The most common shared areas are: stairways, lifts and foyers, basement car parking, gardens, pool areas, gyms, access roadways, roofs (multi-level apartment), driveway, etc.

## RESIDENTIAL STRATA POLICY CERTIFICATE OF CURRENCY

### The Insured

Policy Number	HRS11086876	UMR: B6060500000642023
PDS and Policy Wording	Hutch Residential Strata version HRS6	
The Insured	OC813426	
Situation	148 Somerset Road, Campbellfield VIC 3061	
Period of Insurance:	Commencement Date	4.00pm on 15/08/2024
	Expiry Date	4.00pm on 15/08/2025

Date of Issue 19/07/2024

### Policy Limits / Sums Insured

Section 1	Buildings	\$1,365,000
	Common Area Contents	\$13,650
	Temporary Accommodation & Loss of Rent	\$204,750
	Flood	Selected
	Additional Catastrophe Cover	Not Insured
	Unit Owners' Fixtures and Improvements	\$136,500
Section 2	Property Owner's Legal Liability	\$20,000,000
Section 3	Voluntary Workers Personal Accident	\$200,000 /\$2,000 weekly
Section 4	Fidelity Guarantee	\$100,000
Section 5	Office Bearers Liability	Section not taken
Section 6	Machinery Breakdown	Section not taken
Section 7	Part A: Government Audit Expenses	\$25,000
	Part B: Health & Safety Legal Expenses	\$100,000
	Part C: Legal Expenses	\$50,000
Section 8	Cyber	\$10,000

This Policy has been issued by Hutch Underwriting Pty Ltd ABN 846 552 56 134, of L8, 17 Bridge Street, Sydney, NSW, 2000, Authorised Representative number 001296345 on behalf of certain underwriters at Lloyds and confirms that on the Date of Issue a policy existing for the Period of Insurance and sums insured shown herein.

Hutch is an authorised representative of CoverRadar Group Pty Ltd ABN 146 412 25 809 AFS Licence number 523647 of L8, 17 Bridge Street, Sydney, NSW, 2000.

The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this certificate without further notice to the holder of this certificate.

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.



# 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. Committees and sub-committees

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

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

## 3. Management and administration

### 3.1 Metering of services and apportionment of costs of services

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

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

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

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

## 4. Use of common property

### 4.1 Use of common property

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

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

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

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

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

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

## 4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

## 4.3 Damage to common property

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

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

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

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

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

# 5. Lots

## 5.1 Change of use of lots

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

### Example

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

## 5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

## 5.3 Requiring notice to the owners corporation of renovations to lots

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

# 6. Behaviour of persons

## 6.1 Behaviour of owners, occupiers and invitees on common property

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

## 6.2 Noise and other nuisance control

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

## 7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

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

## Lot entitlement and lot liability

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

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

## Further information

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

## Management of an owners corporation

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

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

DATED

2025

JOSEPH NIUTTA

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 3/148 Somerset Road, Campbellfield 3061**

**MELBOURNE REAL ESTATE CONVEYANCING PTY LTD**  
Licensed Conveyancer

954 High Street Reservoir Vic 3073  
Tel: 9464 6732

Ref: JK:25/3348JK