

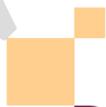
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**CONTRACT OF SALE OF LAND**

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**PROPERTY ADDRESS:**

**Unit 49, 123 Main Road, Lower Plenty VIC 3093**



**RISTEVSKI**  
LAWYERS

# CONTRACT OF SALE OF LAND

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

The terms of this contract are contained in the:

- \* particulars of sale; and
- \* special conditions, if any; and
- \* general conditions -

in that order of priority.

## 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.

## 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 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.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a Section 32 Statement for the vendor prior to signing this contract. In this contract, "section32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorized 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.

**Contract signing page**

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

**SIGNED BY THE PURCHASER**

<b>Print name of person signing</b>	<b>Signature</b>	<b>Date</b>

**SIGNED BY THE VENDOR**

<b>Print name of person signing</b>	<b>Signature</b>	<b>Date</b>
<b>Heather Robyn Stewart</b>		

THIS OFFER WILL LAPSE UNLESS ACCEPTED WITHIN [            ] CLEAR BUSINESS DAYS  
(THREE (3) CLEAR BUSINESS DAYS IF NONE SPECIFIED)  
IN THIS CONTRACT, "BUSINESS DAY" HAS THE SAME MEANING AS IN SECTION 30 OF THE *SALE OF LAND ACT 1962*

## Table of Contents

Particulars of Sale

Special Conditions

General Conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SIGNATURE
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

## Particulars of Sale

<b>VENDOR</b>	
Heather Robyn Stewart	
Address:	
<b>VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER</b>	
<b>RISTEVSKI LAWYERS</b>	
1 High Street Drysdale VIC 3222	
PO Box 99, Drysdale VIC 3222	DX:
Email: holly@ristevskilawyers.com.au	Ref: 251133
Tel: 03 5251 3453	
<b>VENDOR'S ESTATE AGENT</b>	
Harcourts Rata & Co	
Address: 769 High St, Epping VIC 3076	
Email: sold@rataandco.com.au	Ref: Steven Marino
Tel: 03 9465 7766	Mob:

<b>PURCHASER</b>	<b>If purchasing as tenants-in-common, Purchaser's interest (%)</b>
Of	
Of	
<b>PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER</b>	
Name:	
Address:	
Postal:	DX:
Email:	Ref:
Tel:	Fax:

<b>LAND</b> (general conditions 7 and 13)		
The land described in the table below:		
<b>Certificate(s) of Title reference</b>	<b>Being lot</b>	<b>On plan</b>
Volume 11108 Folio 564 Volume 11108 Folio 573 Volume 11108 Folio 652	49 58 137	PS543689A

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement.

**PROPERTY ADDRESS**

The address of the land is: Unit 49, (and accessory lots 58 & 137) 123 Main Road, Lower Plenty VIC 3093

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

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

**PAYMENT**

Price	\$	
Deposit	\$	<b>Payable on signing</b> (of which \$            has been paid)
Balance	\$	Payable at settlement

**DEPOSIT BOND**

General Condition 15 applies only if the box is checked

**BANK GUARANTEE**

General Condition 16 applies only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any) unless the words 'plus GST' appear in this box, and GST (if any) must be paid in addition to the price

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

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

**SETTLEMENT** (general conditions 17 & 26.2)

**Settlement is due on:**

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

- The above date; or
- The 14<sup>th</sup> day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**LEASE** (general condition 5.1)

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

**TERMS CONTRACT** (general condition 30)

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

<b>LOAN</b> (general condition 20)	
This contract is subject to a loan being approved and the following details apply if the box is checked	<input type="checkbox"/>
Lender:	
Loan Amount:	
Approval date:	

<b>BUILDING REPORT</b>	
General Condition 21 applies only if the box is checked	<input type="checkbox"/>
<b>PEST REPORT</b>	
General Condition 22 applies only if the box is checked	<input type="checkbox"/>

<b>SPECIAL CONDITIONS</b>	
This contract does not include any special conditions unless the words 'special conditions' appear in this box.	<b>Special Conditions</b>

**GST WITHHOLDING** (general condition 25)**For the Purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*:**

We confirm our client is not registered or required to be registered for GST purposes. The Purchaser is not required to make a payment under 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* in relation to the supply.



This box is ticked if the Purchaser is required to make a GST Withholding Payment as the Vendor is making a taxable supply that is a supply of potential residential land and the Purchaser is not registered for GST or does not acquire the Property for a creditable purpose.



If the box is ticked, the Vendor provides the GST Withholding Notice set out below. Where there are multiple Purchasers, the GST Withholding Payment Notice is taken to have been provided to each Purchaser separately.

**GST WITHHOLDING NOTICE**

Name:

Australian Business Number (ABN):

GST Withholding Amount:

\$

(The price multiplied by the GST Withholding Rate)

If there are multiple Purchasers who are purchasing the Property as tenants-in-common, each is deemed to be the recipient of a separate proportional supply and is required to pay a proportional amount of \$ based on their interest set out in the Particulars.

The GST Withholding Amount must be paid on:

The Settlement Date as required under General Condition 25.

Any other matters as specified in the regulations:

Not Applicable

## **Special Conditions**

### **SPECIAL CONDITION 1 – INCONSISTENCY**

If there is any inconsistency between provisions of the General Conditions and these Special Conditions then, except in the case of manifest error, to the extent of any inconsistency, the provisions of these Special Conditions will prevail and have priority.

### **SPECIAL CONDITION 2 – WHOLE AGREEMENT**

- 2.1 The purchaser acknowledges there are no conditions warranties or other terms affecting the sale other than those embodied in this contract and the purchaser is not entitled to rely upon any representations made by or on behalf of the vendor except those in the contract.
- 2.2 Representations promises conditions warranties or other items leading up to this contract which are not expressed in this contract or in the vendors statement are expressly negative and withdrawn.

### **SPECIAL CONDITION 3 – DWELLING**

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

### **SPECIAL CONDITION 4 – PLANNING RESTRICTIONS**

The Purchaser buys the Property subject to any restrictions on its use or development under the Planning and Environment Act 1987 (Vic), any applicable planning scheme and any Property controls. The Purchaser warrants that, in entering this Contract, the Purchaser:

- (a) purchases the Property as a result of the Purchaser's own searches, inspections and enquiries; and
- (b) accepts the condition of the Property as at the day of sale.

### **SPECIAL CONDITION 5 – GUARANTEE AND INDEMNITY**

The Purchaser undertakes and agrees that it shall procure the guarantee of two of its Directors in the form annexed hereto to the performance of the obligations incurred by the Purchaser pursuant to this Contract of Sale.

### **SPECIAL CONDITION 6 – NO REPRESENTATIONS**

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

### **SPECIAL CONDITION 7 – LOSS OR DAMAGE BEFORE SETTLEMENT**

Upon execution of the Contract of Sale it is acknowledged that General Condition 31.4, 31.5 & 31.6 do not apply to this Contract.

### **SPECIAL CONDITION 8 – AMENDMENTS TO GENERAL CONDITIONS**

- 8.1 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies.
- 8.2 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* applies.

# **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 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 obligation 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 person 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 of August 2019.
- 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 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before 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 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation this is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
    - (i) the purchaser intends to use predominately 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 be described by a serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay –
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDING 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:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorization referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000.00 or 0.2% of the price, whichever is greater, or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a receipt having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number of reference details.
- 14.11 For the purpose of this general condition 'authorised deposit taking institution' means a body corporate for which authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

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

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*;
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction's legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.  
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition

18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

## 19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or a 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 rejections 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 adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

## TRANSACTIONAL

### 26. TIME & CO-OPERATION

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

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.

27.4 Any document properly sent by:

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

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

INFORMATION ONLY

## Guarantee and Indemnity

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

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

being the **Sole Director / Directors** of ..... ACN .....

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

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

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

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

SIGNED SEALED AND DELIVERED by the said )  
Print Name..... ) .....  
Director (Sign)

in the presence of: )  
Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
Print Name..... ) .....  
Director (Sign)

in the presence of: )  
Witness..... )

INFORMATION ONLY

## VENDOR STATEMENT

The Vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act 1962*

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

**Land: Certificate of Title Volume 11108 Folio 564, Volume 11108 Folio 573 and Volume 11108 Folio 652**

**Property Address: Unit 49, 123 Main Road, Lower Plenty VIC 3093**

### VENDOR

Name	Signature	Date
Heather Robyn Stewart		7 March 2025

### PURCHASER

Name	Signature	Date



## **RISTEVSKI LAWYERS**

### DRYSDALE OFFICE

[ 03 ] 5251 3453

1 High Street | Drysdale VIC 3222

MAIL PO BOX 99 | Drysdale VIC 3222

### OCEAN GROVE OFFICE

[ 03 ] 5255 4511

79 The Parade | Ocean Grove VIC 3226

MAIL PO BOX 239 | Ocean Grove VIC 3226

mail@ristevskilawyers.com.au

## **1. FINANCIAL MATTERS**

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

- (a) Are set out by Banyule City Council Rates, Yarra Valley Water Rates and State Revenue Office Land Tax (if applicable)

Are contained in the attached Certificate/s

- (b) Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property which the vendor might reasonably be expected to have knowledge of, are as follows:

See attached.

### **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.

Save as disclosed in the attachments, none to the best of the vendor's knowledge.

### **1.3 Terms Contract**

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

Not applicable.

### **1.4 Sale Subject to Mortgage**

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

Not applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	<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* (Vic) applies to the residence.

Not applicable.

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

- (a) To the best of the vendor's knowledge, there are no easements, covenants or other similar restrictions affecting the property other than:
- (i) those set out in the attached copies of title document/s;
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restrictions are as follows:

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

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

The required specified information is set out below (and is contained in the attachments).

- (a) Name of planning scheme: Banyule Planning Scheme
- (b) Name of responsible authority: Banyule City Council
- (c) Zoning of the land: Neighbourhood Residential Zone – Schedule 3 (NRZ3)
- (d) Name of planning overlay: See Attached Certificate

The property is not within, or affected by, one or more areas of cultural heritage sensitivity.

## 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:

Save as disclosed in the attachments, none to the best of the vendor's knowledge.

## 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:

None to the best of the vendor's knowledge.

## 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* (Vic) are as follows:

Save as disclosed in the attachments, none to the best of the Vendors knowledge.

## 5. BUILDING PERMITS

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

Not applicable.

## 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* (Vic).

Attached is a current Owners Corporation Certificate with its required accompanying documents and statements, issued in accordance with Section 151 of the *Owners Corporations Act 2006*.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

7.1 **Work-in-Kind Agreement** Not Applicable.

7.2 **GAIC Recording** 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  Gas supply  Water supply  Sewerage  Telephone services

Services may be available but not connected at the time of or prior to settlement. The purchaser should check with the appropriate authority as to the cost of connecting essential services not connected to the property as such costs are the sole responsibility of the purchaser. The purchaser must make no objection or requisition and must not make any claim for compensation or rescind or determine the contract of sale to which this statement applies, not delay or postpone settlement as a result of any or all of the services being available but not connected to the property.

## 9. TITLE

Attached are the following documents / concerning the Certificate/s of Title:

9.1 Registered Title

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

- 9.2** Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple.)

Not Applicable.

## **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* (Vic).

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* (Vic) is proposed.

Not applicable.

## **11. DUE DILIGENCE CHECKLIST**

Attached.

## **12. ATTACHMENTS**

- (a) Due Diligence Checklist
- (b) Register Search Statement for Certificate of Title Volume 11108 Folio 564
- (c) Registered Search Statement for Certificate of Title Volume 11108 Folio 573
- (d) Registered Search Statement for Certificate of Title Volume 11108 Folio 652
- (e) Plan of Subdivision PS543689A
- (f) Agreement AG150636P
- (g) Banyule City Council Notice
- (h) Yarra Valley Water: Water Information Statement
- (i) State Revenue Office Property Information Certificate (Formerly Land Tax Certificate)
- (j) Owners Corporation Certificate
- (k) Property Report
- (l) Planning Property Report

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

Page 1 of 1

VOLUME 11108 FOLIO 564

Security no : 124122229357G  
Produced 21/02/2025 09:36 AM

**LAND DESCRIPTION**

Lot 49 on Plan of Subdivision 543689A.

PARENT TITLES :

Volume 10506 Folio 114      Volume 10537 Folio 712

Created by instrument PS543689A 11/12/2008

**REGISTERED PROPRIETOR**

Estate Fee Simple

Sole Proprietor

HEATHER ROBYN STEWART of UNIT 3 LEVEL 1 78 THE TERRACE OCEAN GROVE VIC 3226  
AW161013C 14/10/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AG150636P 21/10/2008

**DIAGRAM LOCATION**

SEE PS543689A 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 49 123 MAIN ROAD LOWER PLENTY VIC 3093

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS543689A

DOCUMENT END

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

Page 1 of 1

VOLUME 11108 FOLIO 573

Security no : 124122229358F  
Produced 21/02/2025 09:36 AM

**LAND DESCRIPTION**

Lot 58 on Plan of Subdivision 543689A.

PARENT TITLES :

Volume 10506 Folio 114      Volume 10537 Folio 712

Created by instrument PS543689A 11/12/2008

**REGISTERED PROPRIETOR**

Estate Fee Simple

Sole Proprietor

HEATHER ROBYN STEWART of UNIT 3 LEVEL 1 78 THE TERRACE OCEAN GROVE VIC 3226  
AW161013C 14/10/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AG150636P 21/10/2008

**DIAGRAM LOCATION**

SEE PS543689A 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: 123 MAIN ROAD LOWER PLENTY VIC 3093

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS543689A

DOCUMENT END

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

Page 1 of 1

VOLUME 11108 FOLIO 652

Security no : 124122229359E  
Produced 21/02/2025 09:36 AM

**LAND DESCRIPTION**

Lot 137 on Plan of Subdivision 543689A.  
PARENT TITLES :  
Volume 10506 Folio 114      Volume 10537 Folio 712  
Created by instrument PS543689A 11/12/2008

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
HEATHER ROBYN STEWART of UNIT 3 LEVEL 1 78 THE TERRACE OCEAN GROVE VIC 3226  
AW161013C 14/10/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AG150636P 21/10/2008

**DIAGRAM LOCATION**

SEE PS543689A 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: 123 MAIN ROAD LOWER PLENTY VIC 3093

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS543689A

DOCUMENT END

# Imaged Document Cover Sheet

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Document Identification	<b>PS543689A</b>
Number of Pages (excluding this cover sheet)	<b>15</b>
Document Assembled	<b>21/02/2025 09:36</b>

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**PS543689A**

<b>PLAN OF SUBDIVISION</b>		Stage No. /	LRS use only <b>EDITION 1</b>	PI <b>F</b>	27/11/2008 \$18786.60 PS 	<b>A</b>
<b>Location of Land</b> Parish: NILLUMBIK Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 2 (PART)  Title References: C/T VOL.10506 FOL.114 C/T VOL.10537 FOL.712  Last Plan Reference: PS 423579D (LOT 2) RP 16063 (LOT 6)  Postal Address: 123 MAIN ROAD AND (at time 10A MASKELL CRESCENT of subdivision) LOWER PLENTY, 3093  MGA Co-ordinates: E 333 700      Zone: 55 (of approx. centre N 5 822 750 of plan)		<b>Council Certification and Endorsement</b> Council Name: CITY OF BANYULE      Ref: C20/2007 1. <del>This plan is certified under section 6 of the Subdivision Act 1988.</del> 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 <u>28/10/08</u> 3. <del>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del>  Open Space (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has <del>has not</del> been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage  Council Delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate <i>Kelmy Woods</i> <del>Council Seal</del> Date <u>18/11/08</u>				
<b>Vesting of Roads and/or Reserves</b>						
Identifier	Council/Body/Person					
NIL	NIL					
<b>Other Notations:</b>		<b>Notations</b>				
COMMON PROPERTY NO.1 IN THIS PLAN IS ALL THE LAND IN THE PARCEL EXCEPT AS CONTAINED IN LOTS 1 TO 147 (BOTH INCLUSIVE).  ALL COLUMNS, INTERNAL SERVICE DUCTS, PIPES AND SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY NO.1 (WHETHER SHOWN ON THE DIAGRAMS CONTAINED HEREIN OR NOT).  HEIGHTS OF ALL BALCONIES ARE LIMITED TO THE PROJECTION OF THE UNDERSIDE OF THE CEILING ABOVE UNLESS NOTED OTHERWISE.  EASEMENTS ARE NOT SHOWN IN CROSS SECTIONS.  LOT NUMBERS 50 TO 98 (BOTH INCLUSIVE) ARE LIMITED IN HEIGHT TO 2 METRES ABOVE THE FLOOR OR GROUND LEVEL OF THE RELEVANT LOT.		Staging      This is/is not a staged subdivision Planning Permit No.  DEPTH LIMITATION      DOES NOT APPLY  BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS AND ARE THE INSIDE FACE OF ALL WALLS, FLOOR AND CEILINGS.  THE BOUNDARIES SHOWN BY THICK BROKEN LINES IN CROSS SECTIONS ARE HORIZONTAL OR VERTICAL PROJECTIONS OF BOUNDARIES DEFINED BY BUILDINGS.  BUILDING FOOTPRINT IS SHOWN BY THIN BROKEN LINES FOR DIAGRAMMATIC PURPOSES ONLY. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS. Survey:- This plan is / <del>is not</del> based on survey.  To be completed where applicable. This survey has been connected to permanent marks no(s). In proclaimed Survey Area no.      PM 253 & PM 607				
<b>Easement Information</b>						
<b>Legend:</b> E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement      R - Encumbering Easement (Road)					LRS use only	
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND ON THIS PLAN					Statement of Compliance/ Exemption Statement	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of	Received <input checked="" type="checkbox"/>	
E-1	SEWERAGE	3.05	PS 4114375	YARRA VALLEY WATER LTD	Date <u>27/ 11/ 2008</u>	
E-1	DRAINAGE	3.05	PS 4114375	CITY OF BANYULE		
E-1	DRAINAGE	3.05	LP 11269	LOTS ON LP 11269	LRS use only  PLAN REGISTERED TIME 2.21PM DATE 11/ 12/ 2008  ..... <b>BILL SKALITSIS</b> Assistant Registrar of Titles	
E-2 & E-5	DRAINAGE & SEWERAGE	2.44	LP 83094	LOTS ON LP 83094		
E-3 & E-6	DRAINAGE & SEWERAGE	SEE PLAN	LP 90965	LOTS ON LP 90965		
E-4	DRAINAGE & SEWERAGE	2.44	LP 110925	LOTS ON LP 110925		
E-1, E-2, E-3, E-4, E-5, E-6 & E-8	DRAINAGE & SEWERAGE	SEE PLAN	LP 127242	LOTS ON LP 127242	Sheet 1 of 15 Sheets	
E-5 & E-6	SEWERAGE	SEE PLAN	PS 423579D	YARRA VALLEY WATER LTD		
E-4	SEWERAGE	2.44	PS 423579D	YARRA VALLEY WATER LTD		
E-7	DRAINAGE & SEWERAGE CARRIAGEWAY & SUPPLY OF WATER,GAS,TELEPHONE & DATA TRANSMISSION DRAINAGE	SEE PLAN	W651557F (SEC.32 SUBD.ACT 1988)	C/T VOL.10385 FOL.389		
E-8	DRAINAGE RESERVE	SEE PLAN	VIDE LP 11289	LOTS ON LP 11289		
<b>CARSON SIMPSON PTY LTD</b> land & engineering surveyors planning & development consultants  P.O. BOX 219, BOX HILL, VIC. 3128 PH (03) 9898.0761 FAX (03) 9890.4173			LICENSED SURVEYOR (PRINT) RICHARD A. SIMPSON SIGNATURE <i>RASL</i> DATE <u>17/11/08</u>  REF B4927      VERSION 08		<i>Kelmy Woods</i> DATE <u>18/11/08</u> COUNCIL DELEGATE SIGNATURE  Original sheet size A3	

# PLAN OF SUBDIVISION

Stage No.

Plan Number

## PS 543689A

### DIAGRAM I.

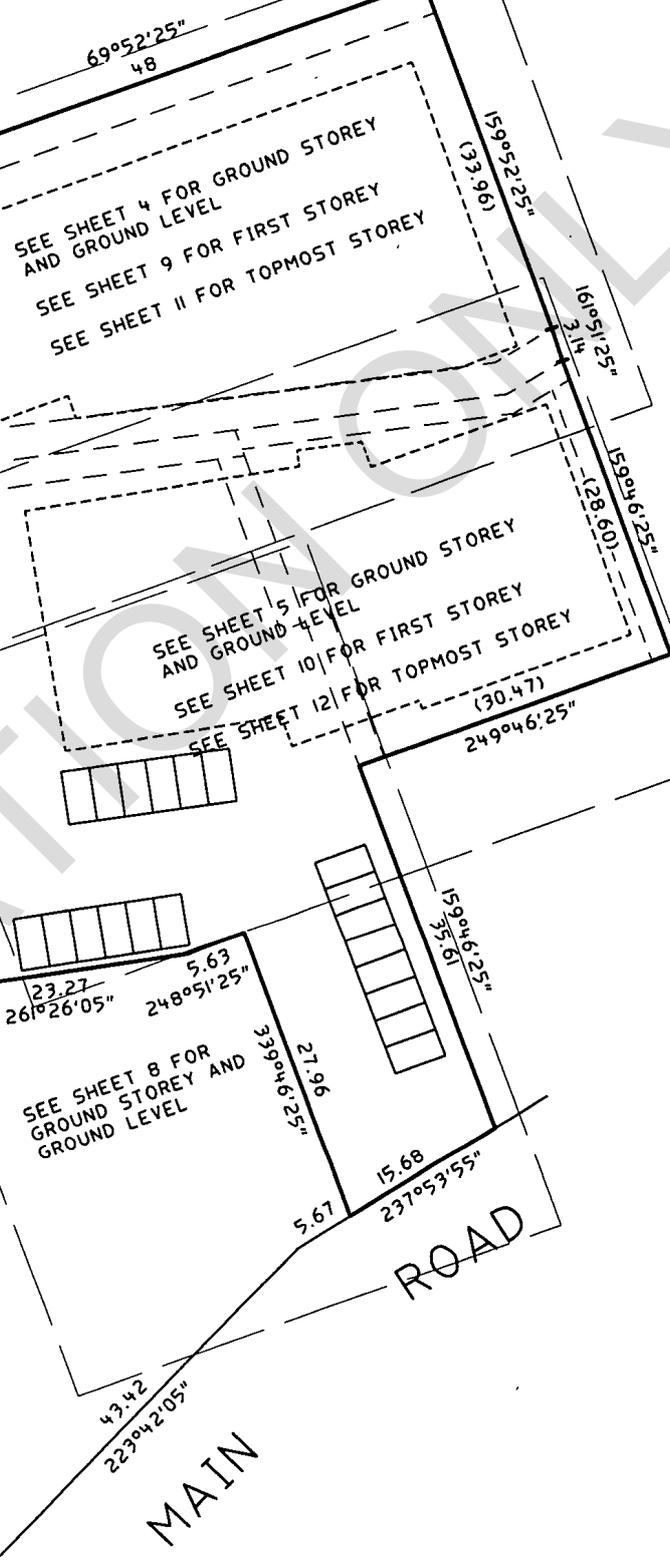
#### GROUND STOREY AND GROUND LEVEL

THIS SHEET SHOWS OVERALL TITLE DIMENSIONS  
BUILDING FOOTPRINT SHOWN BY  
BROKEN LINES AT GROUND LEVEL  
FOR DIAGRAMATIC PURPOSES ONLY.

SEE SHEET 3 FOR  
EASEMENT DETAIL

### MASKELL CRESCENT

MGA 94  
ZONE 55



### CARSON SIMPSON PTY LTD

land & engineering surveyors  
planning & development consultants

P.O. BOX 219, BOX HILL, VIC. 3128  
PH (03) 9898.0761 FAX (03) 9890.4173

Sheet 2 of 15 Sheets

ORIGINAL

SCALE

LICENSED SURVEYOR (PRINT) RICHARD A. SIMPSON

*Richard A. Simpson*

SCALE  
1:500

SHEET  
SIZE  
A3

5 0 10 20

LENGTHS ARE IN METRES

SIGNATURE *R.A. Simpson* DATE 17, 11, 08

DATE 18, 11, 08

REF B4927

VERSION 08

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

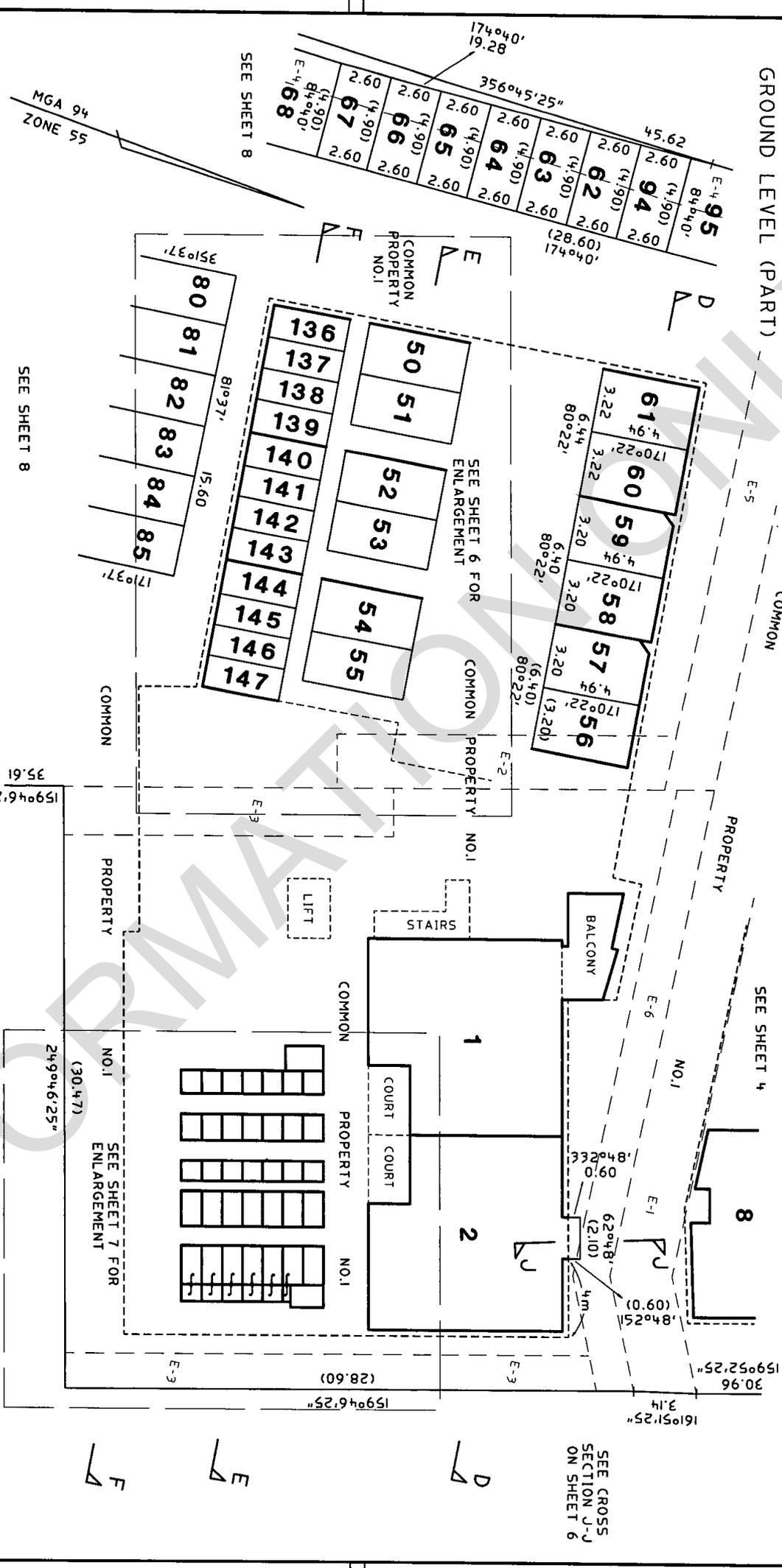




**DIAGRAM 1.**  
GROUND STOREY AND  
GROUND LEVEL (PART)

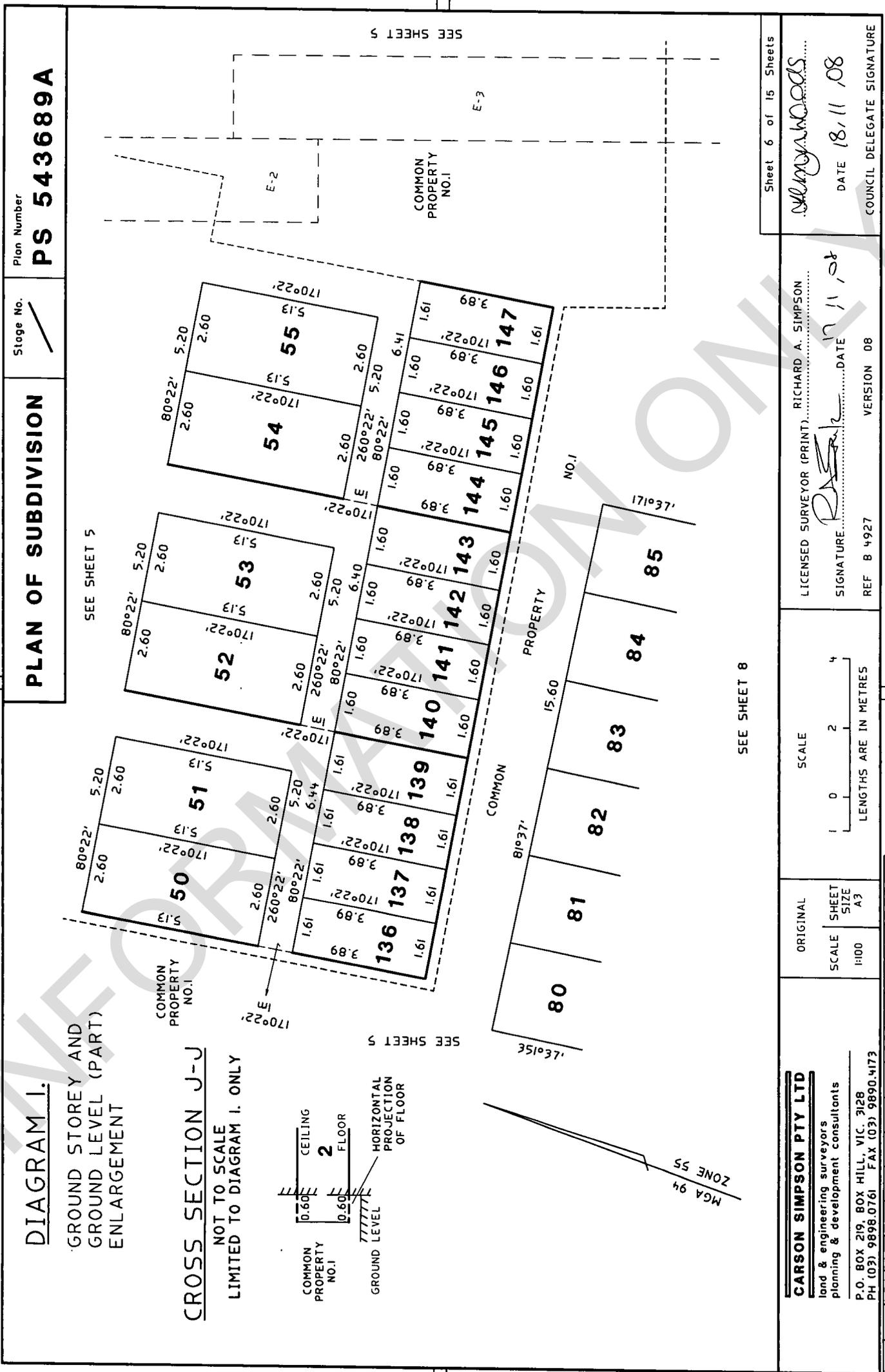
**PLAN OF SUBDIVISION**

Stake No.  Plan Number  
**PS 543689A**



<b>CARSON SIMPSON PTY LTD</b> land & engineering surveyors planning & development consultants P.O. BOX 219, BOX HILL, VIC. 3128 PH (03) 9898.0761 FAX (03) 9890.4173		ORIGINAL SCALE 1:200 SHEET SIZE A3	SCALE 2 0 4 8 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT), RICHARD A. SIMPSON SIGNATURE  DATE 11/11/08 REF B 4927 VERSION 08	Sheet 5 of 15 Sheets ... DATE 18/11/08 COUNCIL DELEGATE SIGNATURE
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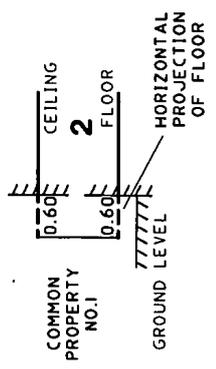
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm



**DIAGRAM I.**

GROUND STOREY AND  
GROUND LEVEL (PART)  
ENLARGEMENT

**CROSS SECTION J-J**  
NOT TO SCALE  
LIMITED TO DIAGRAM I. ONLY



**PLAN OF SUBDIVISION**

Plan Number

**PS 543689A**

Stage No.

Sheet 6 of 15 Sheets

LICENSED SURVEYOR (PRINT), RICHARD A. SIMPSON

SIGNATURE: *R.A. Simpson* DATE: 17/11/08

REF B 4927 VERSION 08

COUNCIL DELEGATE SIGNATURE

**CARSON SIMPSON PTY LTD**

land & engineering surveyors  
planning & development consultants

P.O. BOX 219, BOX HILL, VIC. 3128  
PH (03) 9898.0761 FAX (03) 9890.4173

SCALE



ORIGINAL

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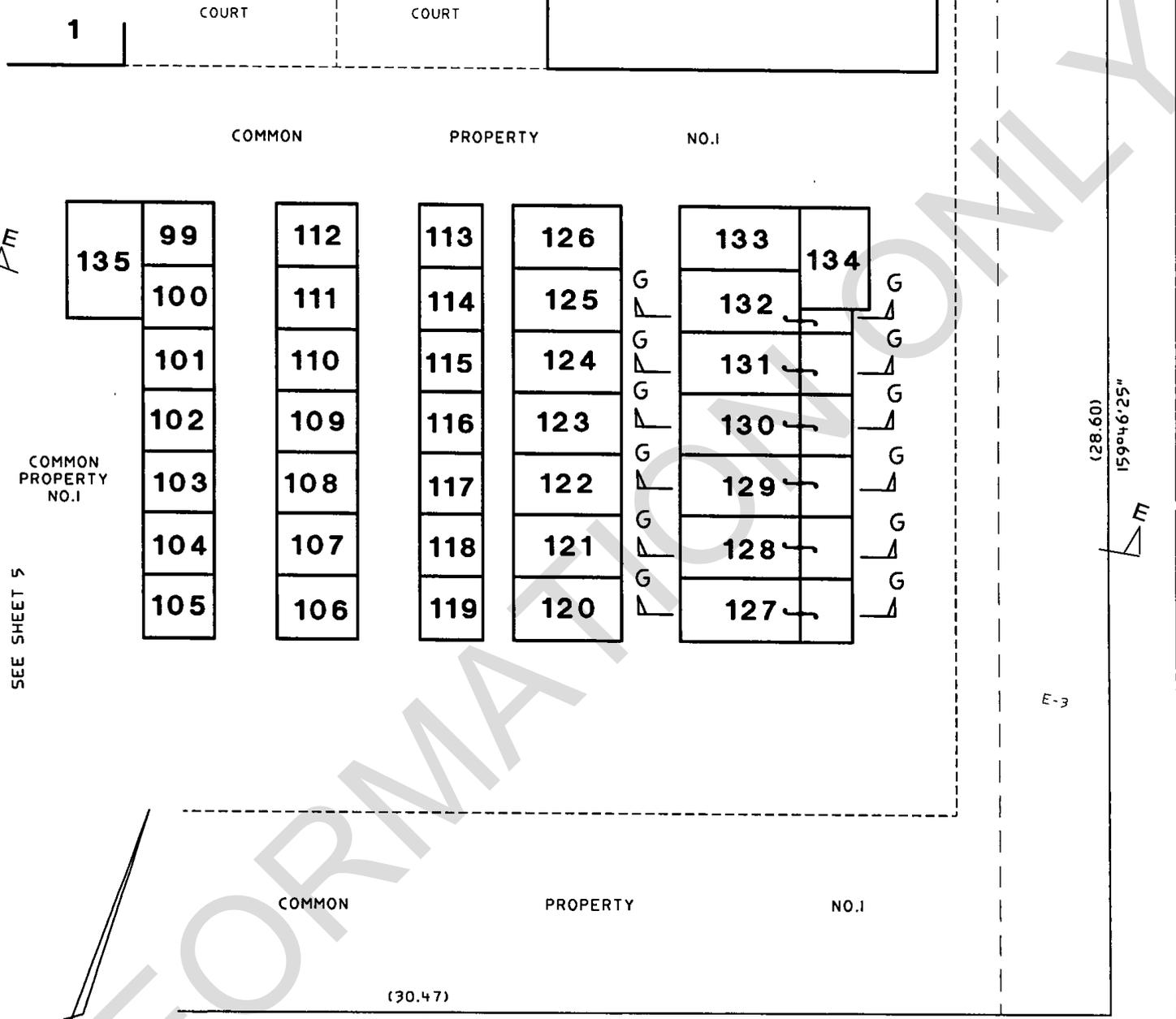
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<b>PLAN OF SUBDIVISION</b>	Stage No. 	Plan Number <b>PS 543689A</b>
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**DIAGRAM I.**

GROUND STOREY AND  
GROUND LEVEL (PART)  
ENLARGEMENT

SEE SHEET 5



**TYPICAL CROSS SECTION G-G**

NOT TO SCALE  
LIMITED TO DIAGRAM I. ONLY

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land & engineering surveyors  
planning & development consultants

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PH (03) 9898.0761 FAX (03) 9890.4173

GROUND STOREY

COMMON PROPERTY NO.1

Sheet 7 of 15 Sheets

ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) RICHARD A. SIMPSON	<i>Richard A. Simpson</i>
SCALE 1:75	LENGTHS ARE IN METRES	SIGNATURE <i>R.A. Simpson</i> DATE 17, 11, 08	DATE 18, 11, 08
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			COUNCIL DELEGATE SIGNATURE
			Original sheet size A3

**PLAN OF SUBDIVISION**

Stage No.

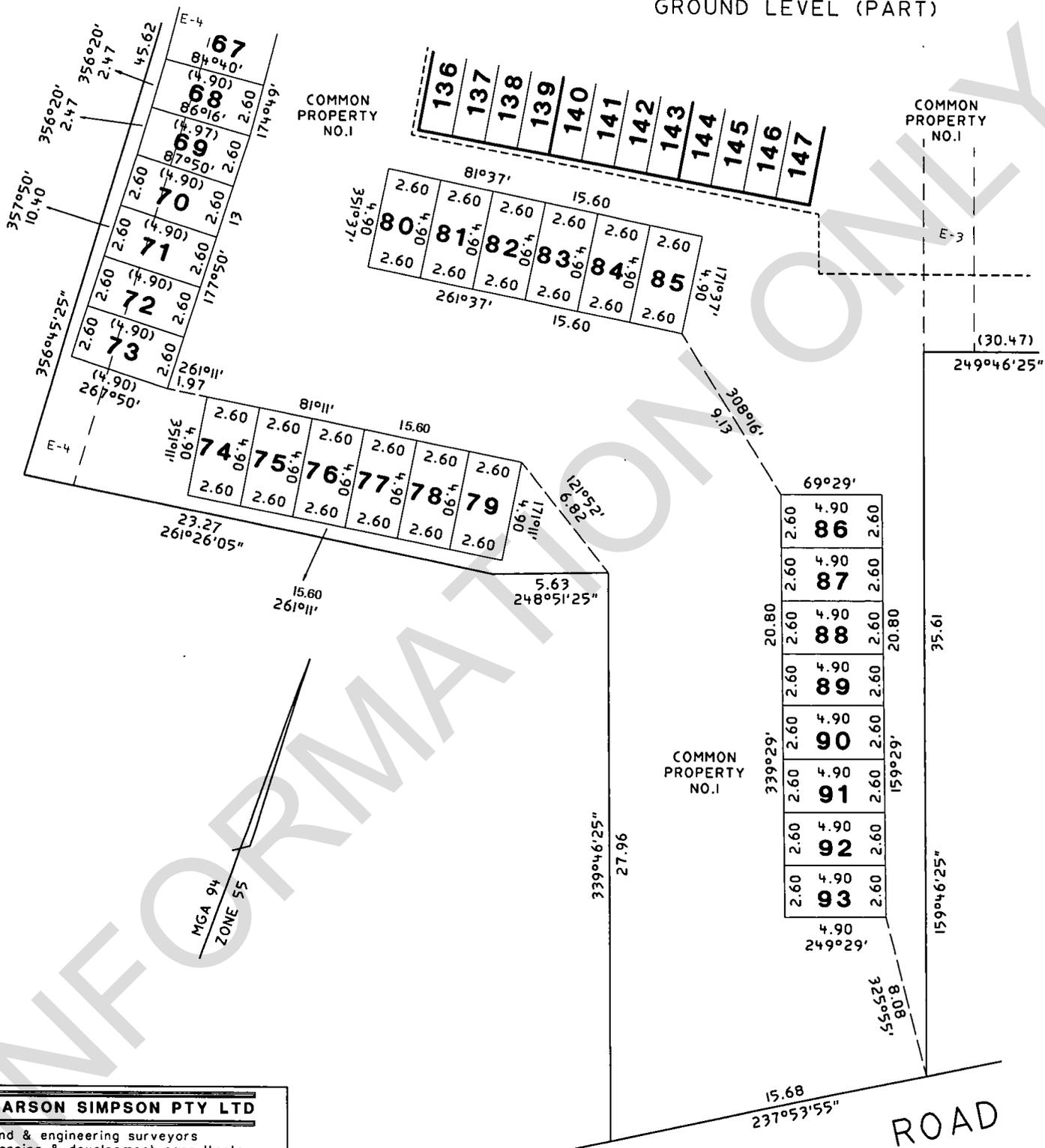
Plan Number

**PS 543689A**

**DIAGRAM I.**

SEE SHEET 5

GROUND STOREY AND  
GROUND LEVEL (PART)



**CARSON SIMPSON PTY LTD**

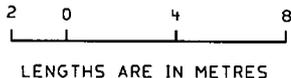
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ORIGINAL

SCALE

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SHEET SIZE A3



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SIGNATURE *R.A. Simpson* DATE 17, 11, 08

REF B 4927

VERSION 08

Sheet 8 of 15 Sheets

*Wendy Woods*  
DATE 18, 11, 08

COUNCIL DELEGATE SIGNATURE

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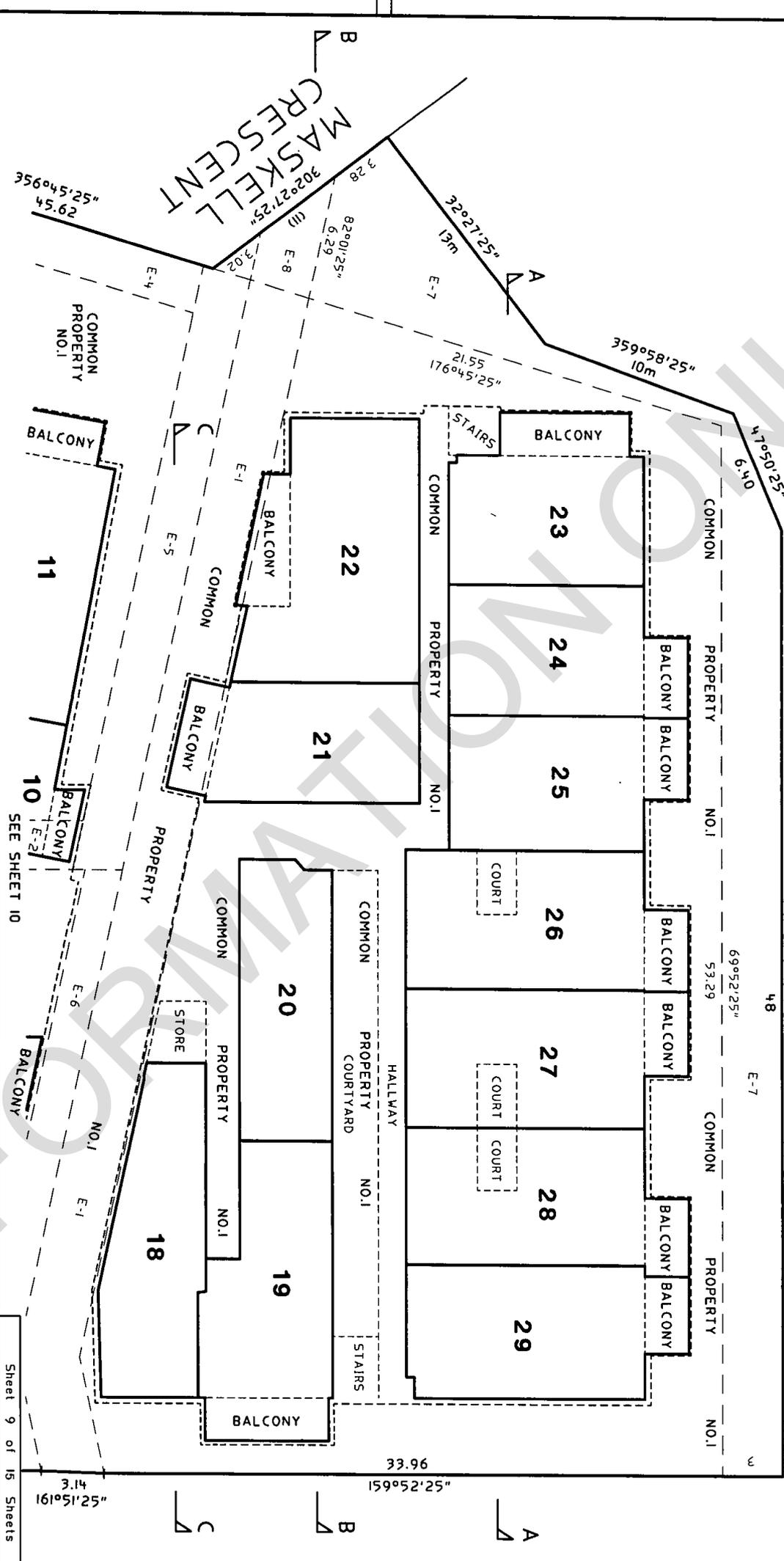
**DIAGRAM 2.**  
FIRST STOREY (PART)

**PLAN OF SUBDIVISION**

Stage No. 

Plan Number

**PS 543689A**



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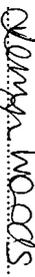
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SIGNATURE  DATE 17/11/08

REF B 4927 VERSION 08

Sheet 9 of 15 Sheets  


DATE 18/11/08

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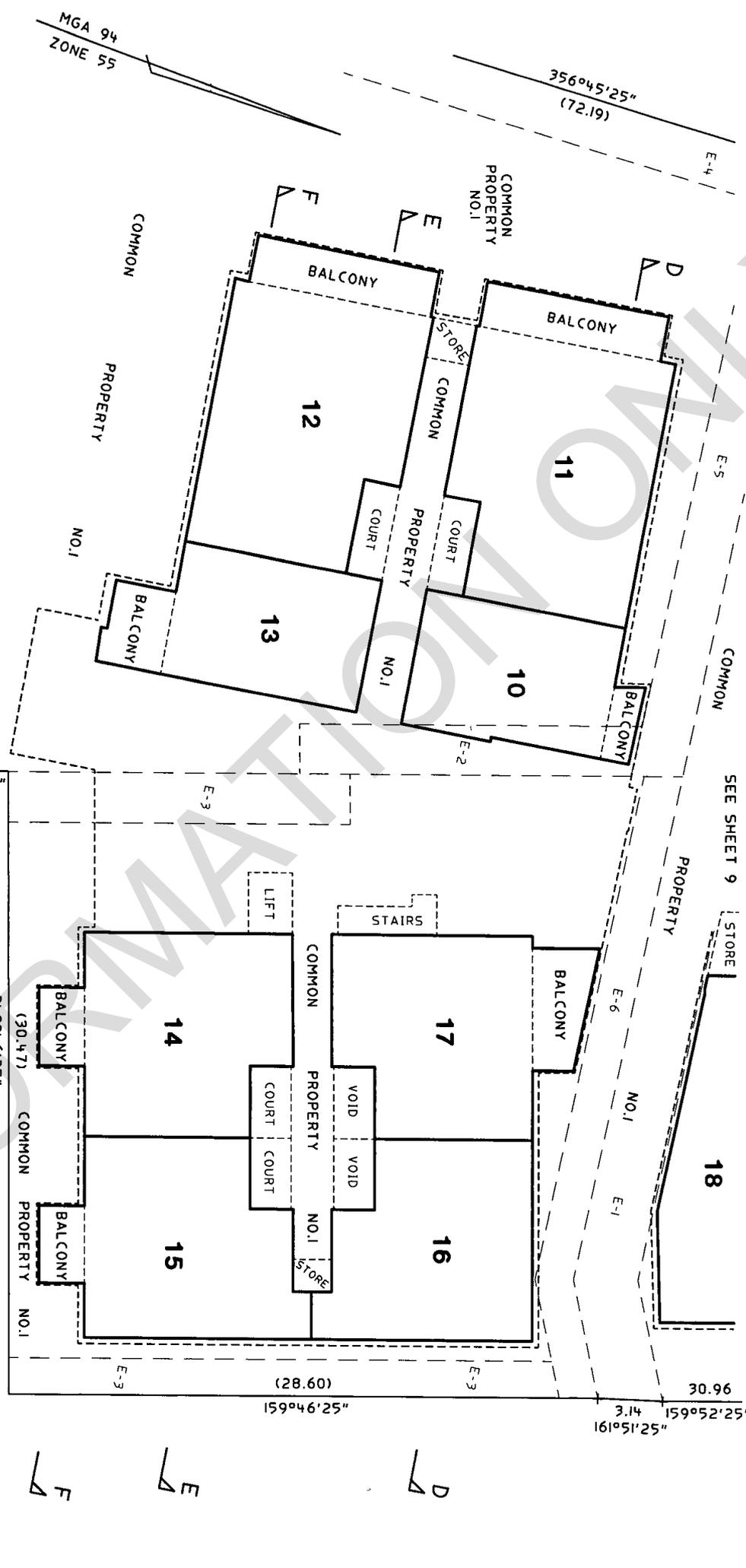
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**DIAGRAM 2.**  
FIRST STOREY (PART)

**PLAN OF SUBDIVISION**

Stage No. 

Plan Number  
**PS 543689A**



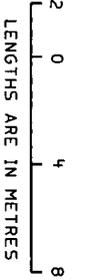
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SIGNATURE:  DATE 17/11/08

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Sheet 10 of 15 Sheets  


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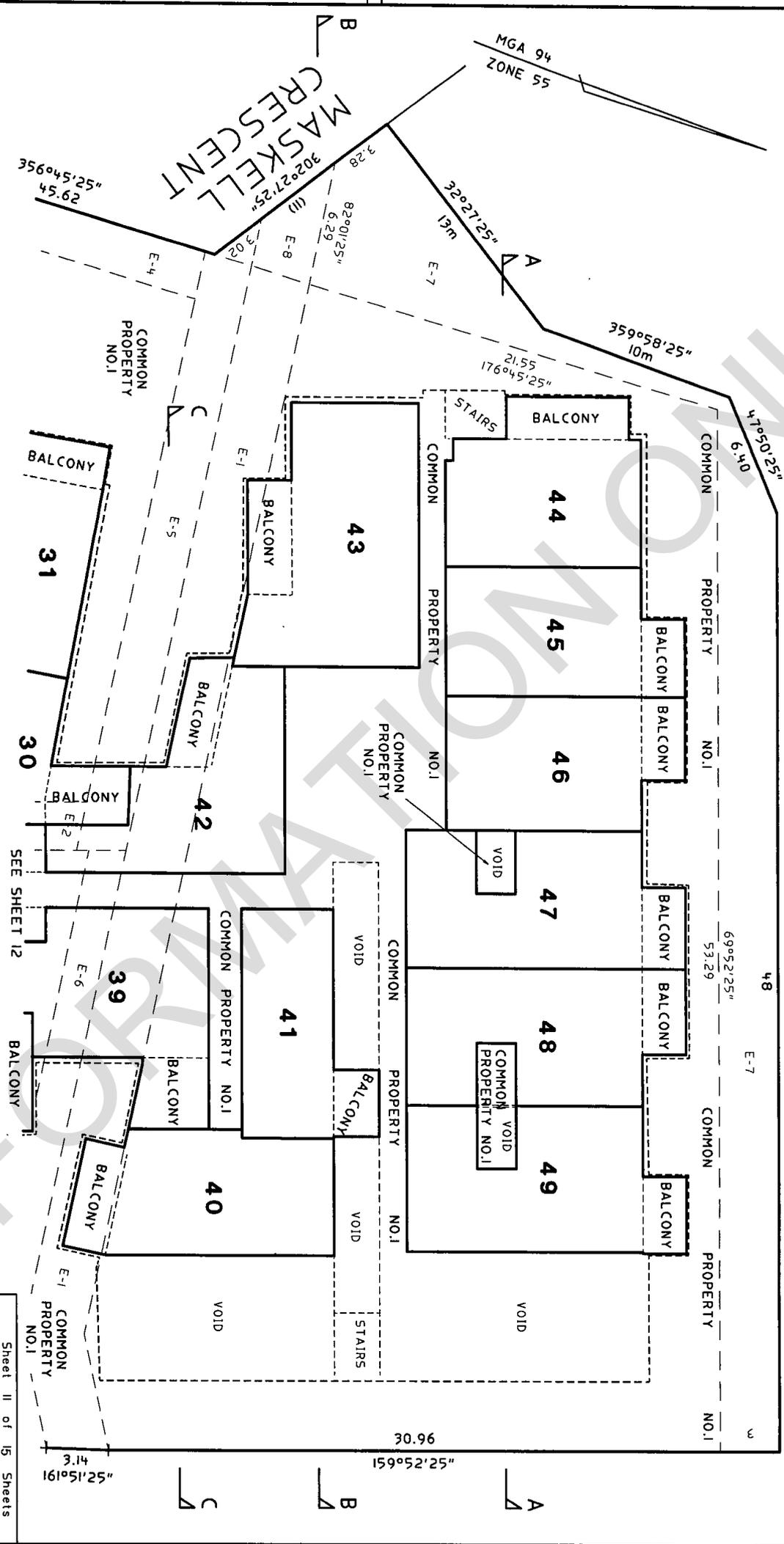
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# DIAGRAM 3.

TOPMOST STOREY (PART)

## PLAN OF SUBDIVISION

Stage No.  Plan Number  
**PS 543689A**



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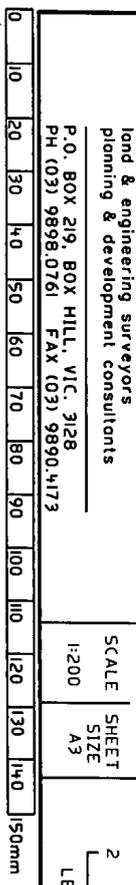
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REF 84927 VERSION 08

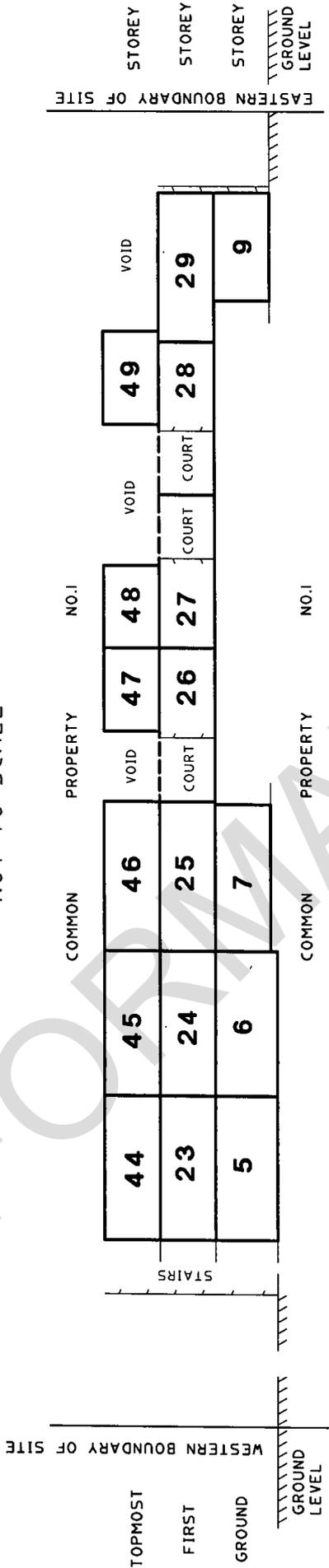
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DATE 18/11/08  
COUNCIL DELEGATE SIGNATURE 



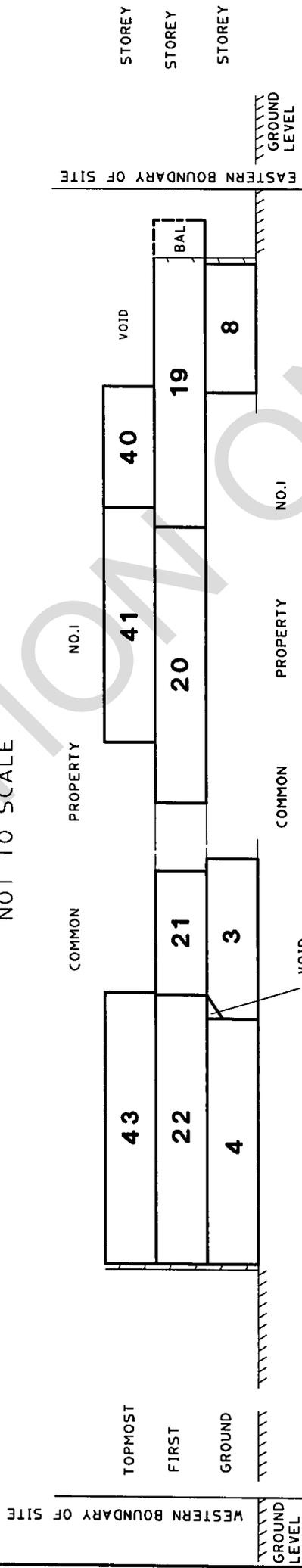


**PLAN OF SUBDIVISION**  
 Stage No.   
 Plan Number **PS 543689A**

**CROSS SECTION A-A**  
 NOT TO SCALE



**CROSS SECTION B-B**  
 NOT TO SCALE



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SCALE  
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 SIGNATURE *RAS* DATE 17/11/08  
 REF B 4927 VERSION 08

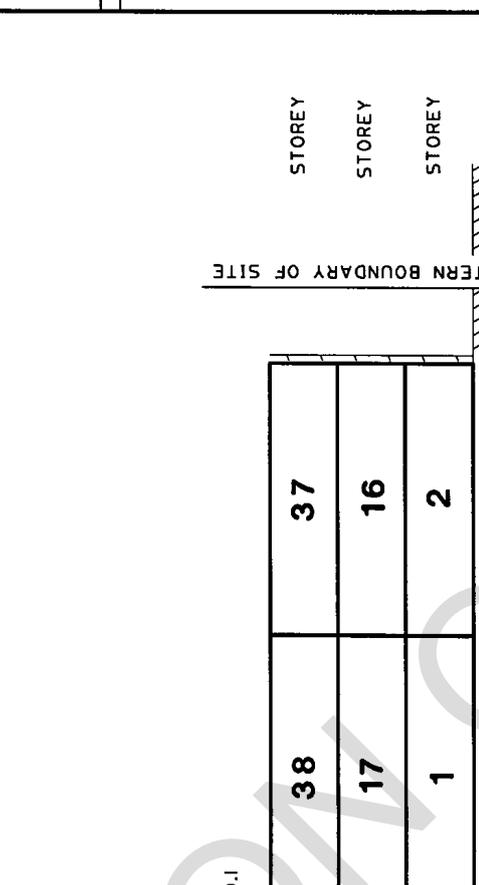
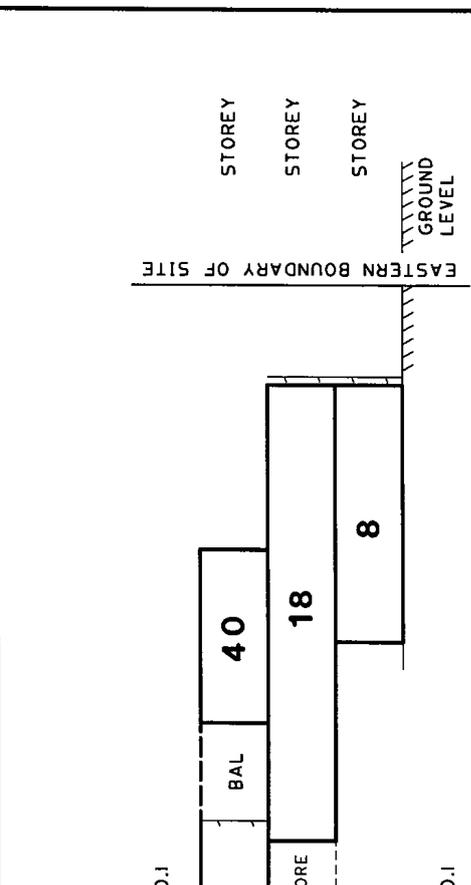
Sheet 13 of 15 Sheets  
*Always Woods*  
 DATE 18/11/08  
 COUNCIL DELEGATE SIGNATURE



**PLAN OF SUBDIVISION**

Stage No.

Plan Number **PS 543689A**



TOPMOST	FIRST	GROUND	COMMON	PROPERTY	NO. J	COMMON	PROPERTY	NO. J	STOREY
			BAL	30		BAL	31	39	STOREY
				10		11			STOREY
			BAL	61	60	59	58	57	STOREY
				56				1	
								17	
								38	
								37	
								2	
								8	

Sheet 14 of 15 Sheets

*Richard A. Simpson*  
DATE 18/11/08  
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) RICHARD A. SIMPSON  
SIGNATURE *R.A. Simpson* DATE 17/11/08  
REF B 4927 VERSION 08

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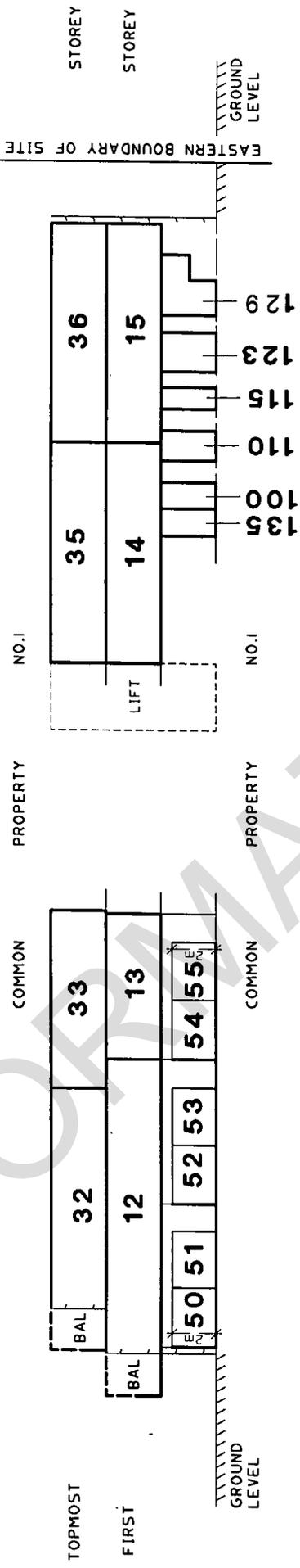
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Plan Number

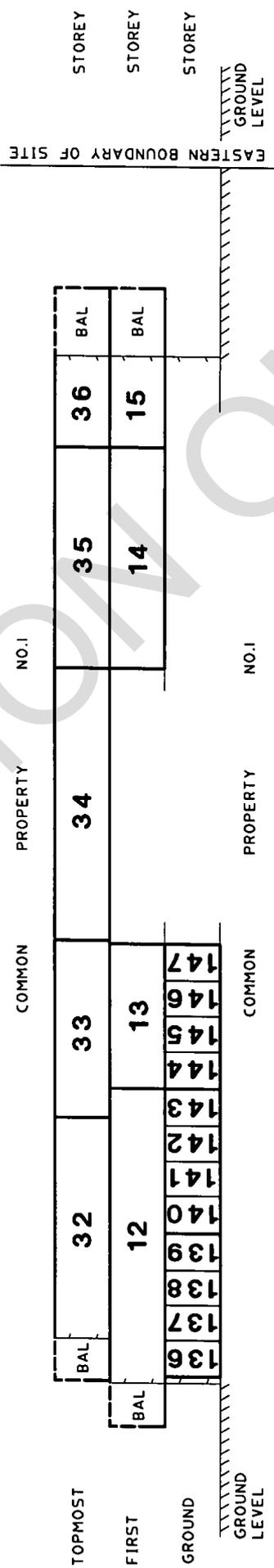
**PS 543689A**

Stage No.

**CROSS SECTION E-E**  
NOT TO SCALE



**CROSS SECTION F-F**  
NOT TO SCALE



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SCALE N.T.S.  
SHEET SIZE A3

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LENGTHS ARE IN METRES

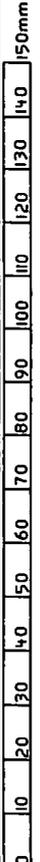
LICENSED SURVEYOR (PRINT) RICHARD A. SIMPSON  
SIGNATURE: *R.A.S.* DATE 17/11/08  
REF B 4927 VERSION 08

Sheet 15 of 15 Sheets

*Wendy Woods*

DATE 18/11/08

COUNCIL DELEGATE SIGNATURE





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 21/02/2025 09:36:37 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS543689A**

The land in PS543689A is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 147.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

SUITE 3/ 857-859 DONCASTER ROAD DONCASTER 3108

AV653275L 30/05/2022

### 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:

OC003000K 11/12/2008

### 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	37	37
Lot 2	37	37
Lot 3	29	29
Lot 4	37	37
Lot 5	29	29
Lot 6	29	29



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS543689A

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	28	28
Lot 8	37	37
Lot 9	27	27
Lot 10	33	33
Lot 11	39	39
Lot 12	39	39
Lot 13	33	33
Lot 14	35	35
Lot 15	35	35
Lot 16	35	35
Lot 17	35	35
Lot 18	33	33
Lot 19	31	31
Lot 20	27	27
Lot 21	29	29
Lot 22	37	37
Lot 23	27	27
Lot 24	27	27
Lot 25	27	27
Lot 26	35	35
Lot 27	35	35
Lot 28	35	35
Lot 29	35	35
Lot 30	29	29
Lot 31	35	35
Lot 32	35	35
Lot 33	29	29
Lot 34	36	36
Lot 35	35	35



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1  
PLAN NO. PS543689A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	35	35
Lot 37	35	35
Lot 38	35	35
Lot 39	35	35
Lot 40	27	27
Lot 41	26	26
Lot 42	27	27
Lot 43	37	37
Lot 44	27	27
Lot 45	27	27
Lot 46	27	27
Lot 47	35	35
Lot 48	35	35
Lot 49	35	35
Lot 50	2	2
Lot 51	2	2
Lot 52	2	2
Lot 53	2	2
Lot 54	2	2
Lot 55	2	2
Lot 56	2	2
Lot 57	2	2
Lot 58	2	2
Lot 59	2	2
Lot 60	2	2
Lot 61	2	2
Lot 62	1	1
Lot 63	1	1
Lot 64	1	1



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS543689A

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 65	1	1
Lot 66	1	1
Lot 67	1	1
Lot 68	1	1
Lot 69	1	1
Lot 70	1	1
Lot 71	1	1
Lot 72	1	1
Lot 73	1	1
Lot 74	1	1
Lot 75	1	1
Lot 76	1	1
Lot 77	1	1
Lot 78	1	1
Lot 79	1	1
Lot 80	1	1
Lot 81	1	1
Lot 82	1	1
Lot 83	1	1
Lot 84	1	1
Lot 85	1	1
Lot 86	1	1
Lot 87	1	1
Lot 88	1	1
Lot 89	1	1
Lot 90	1	1
Lot 91	1	1
Lot 92	1	1
Lot 93	1	1



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1  
PLAN NO. PS543689A**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 94	1	1
Lot 95	1	1
Lot 96	1	1
Lot 97	1	1
Lot 98	1	1
Lot 99	1	1
Lot 100	1	1
Lot 101	1	1
Lot 102	1	1
Lot 103	1	1
Lot 104	1	1
Lot 105	1	1
Lot 106	1	1
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Lot 108	1	1
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Lot 111	1	1
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Lot 113	1	1
Lot 114	1	1
Lot 115	1	1
Lot 116	1	1
Lot 117	1	1
Lot 118	1	1
Lot 119	1	1
Lot 120	1	1
Lot 121	1	1
Lot 122	1	1



# Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1  
PLAN NO. PS543689A

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 123	1	1
Lot 124	1	1
Lot 125	1	1
Lot 126	1	1
Lot 127	1	1
Lot 128	1	1
Lot 129	1	1
Lot 130	1	1
Lot 131	1	1
Lot 132	1	1
Lot 133	1	1
Lot 134	1	1
Lot 135	1	1
Lot 136	2	2
Lot 137	2	2
Lot 138	2	2
Lot 139	2	2
Lot 140	2	2
Lot 141	2	2
Lot 142	2	2
Lot 143	2	2
Lot 144	2	2
Lot 145	2	2
Lot 146	2	2
Lot 147	2	2
<b>Total</b>	<b>1716.00</b>	<b>1716.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1  
PLAN NO. PS543689A**

Statement End.

INFORMATION ONLY

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**AG150636P**



**Banyule**

CITY COUNCIL

1794A

**BANYULE CITY COUNCIL**

- and -

**123 MAIN ROAD, LOWER PLENTY PTY LTD**

---

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

---

**121 MAIN ROAD  
LOWER PLENTY**

THIS AGREEMENT is made the 30<sup>TH</sup> day of SEPTEMBER 2008

BETWEEN:

**BANYULE CITY COUNCIL** ("Responsible Authority")  
of 275 Upper Heidelberg Road Ivanhoe in the State of Victoria

- and -

**123 MAIN ROAD, LOWER PLENTY PTY LTD** ("the Owner")  
of Level 6 271 William Street Melbourne in the State of Victoria



## 1. BACKGROUND

- 1.1 The *Planning and Environment Act 1987* ("The Act") provides that the Responsible Authority is responsible for the administration and enforcement of the Banyule Planning Scheme ("The Scheme") in respect of the land.
- 1.2 The Owner is the registered proprietor of the land comprised in Certificate of Title Volume 10506 Folio 114 also known as 121 Main Road Lower Plenty ("the Land").
- 1.3 The Responsible Authority has issued planning permit P986/2004 ("the Development Permit") for the use and development of a Retirement Village including a Caretaker's Dwelling, associated car parking and tree removal.
- 1.4 The Responsible Authority has also issued planning permit P120/2007 ("the Subdivision Permit") for the subdivision of the Land into One Hundred and Forty Seven (147) allotments.
- 1.5 Condition 2 of the Subdivision Permit states:-

Unless otherwise agreed in writing by the Responsible Authority, prior to the Certification of the Plan of Subdivision, the owner/s of the land at 121 Main Road LOWER PLENTY must enter into an agreement with the Responsible Authority pursuant to Section 173 of the *Planning and Environment Act 1987* to the satisfaction of the Responsible Authority. Such agreement shall require that:

- (a) the relevant car park lots and storage lots can only be owned and used for the approved purposes approved under Planning Permit P986/2004, together with a "prime" lot or lots on plan of subdivision PS 543689A.

A memorandum of the Agreement is to be entered on title and the cost of the preparation and execution of the Agreement and entry of the memorandum on title is to be paid by the owner.

1.6 The parties enter into this Agreement to give effect to the requirements of the Subdivision Permit.

**2. IT IS AGREED:**

2.1 That this Agreement is made pursuant to Section 173 of the Act.

2.2 This Agreement commences from the date hereof.

2.3 In this Agreement:

- The singular includes the plural and vice versa.
- A reference to a gender shall be a reference to either gender or to a firm, corporation or other corporate body if applicable.
- If a party consists of more than one person this Agreement binds them jointly and individually.
- A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the same.
- The background clauses to this Agreement are and will be deemed to form part of this Agreement.

**3. OWNERS OBLIGATIONS**

The Owner covenants and agrees that:

3.1 the relevant car park lots and storage lots can only be owned and used for the approved purposes approved under Planning Permit P986/2004, together with a "prime" lot or lots on plan of subdivision PS 543689A.

3.2 the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

3.3 the obligations imposed upon and assumed by the Owner pursuant to this Agreement shall be binding upon the Owner, its successors, transferees, purchasers, mortgagees and assignees as if each had separately executed this Agreement;

3.4 the Owner shall pay to the Responsible Authority, the Responsible Authority's reasonable costs and expenses of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement and until those costs are paid they will remain a debt of the Owner to the Responsible Authority.

3.5 the Owner will do all things necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Responsible Authority to enforce the performance by the Owner of such covenants and undertakings;



- 3.6 the Owner consents to the Responsible Authority making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Land in accordance with Section 181 of the Act and do all things necessary to enable the Responsible Authority to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section;
- 3.7 the Owner will exempt the Responsible Authority, its employees, contractors and agents from and against all costs, expenses, losses or damages whatsoever which they or any of them may sustain incur or suffer, or be or become liable for or in respect of any suit, action, proceeding, judgement or claim brought by any person whatsoever arising from or referable to this Agreement or any non-compliance thereof;
- 3.8 the Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land without first providing to their successors a copy of the executed Agreement.
- 3.9 without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

#### 4. NOTICES

- 4.1 A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:
- by delivering it personally to that party;
  - by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
  - by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party hand delivery or prepaid post.
- 4.2 A notice or other communication is deemed served:
- if delivered, on the next following business day;
  - if posted, on the expiration of two business days after the date of posting; or
  - if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.



**5. NO WAIVER**

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

**6. SEVERABILITY**

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

**7. NO FETTERING OF THE RESPONSIBLE AUTHORITY'S POWERS**

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

**AG150636P**

21/10/2008 \$109.90 173



INFORMATION ONLY

EXECUTED AS A DEED by the parties on the date set out at the commencement of this Agreement.

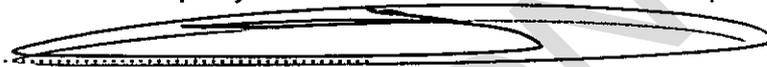
SIGNED for and on behalf of BANYULE CITY COUNCIL by SCOTT WALKER in his capacity as DIRECTOR OF CITY DEVELOPMENT and pursuant to an instrument of delegation dated 7<sup>th</sup> August 2006 which it is certified has not been revoked or varied in the presence of:

  
Signature of delegate

  
Signature of Witness

William A RYAN  
Full Name of Witness

EXECUTED by 123 MAIN ROAD LOWER PLENTY PTY LTD (A.C.N. 108 551 542) by being signed by the person who is authorised to sign on behalf of the Company:

  
Sole Director and Sole Company Secretary

SANDY ARTHUR CONSTANTINE  
Full Name

6/4 WERE ST  
Usual Address

BRIGHTON VIC 3186

MORTGAGEE'S CONSENT

BANK OF WESTERN AUSTRALIA LTD as Mortgagee consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

AG150636P

21/10/2008 \$109.90 173



Authorised Officer

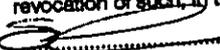
EXECUTED by BANK OF WESTERN AUSTRALIA LTD, A.B.N. 22 050 494 454 by its duly constituted Attorneys

and THOMAS DANDIS

under Power of Attorney dated 10 April 2001 (a certified copy of which is filed in the Permanent Order Book No. 277 at page 017) who at the date hereof had no notice of revocation of such, in the presence of:



MANAGER CUSTOMER SERVICES

  
Susan Hume  
An Officer of the Bank



Sign up for email notices

Scan with your phone or visit  
[banyule.vic.gov.au/RatesEmail](http://banyule.vic.gov.au/RatesEmail)

# Annual Rates and Valuation Notice

Financial year  
1 July 2024 – 30 June 2025

ABN  
16 456 814 649

Issue date: 27/07/2024

Tax invoice

Ms H R Stewart  
3/78 The Terrace  
OCEAN GROVE VIC 3223

First instalment	\$180.38	Due by 30 September 2024
Second instalment	\$184.00	Due by 30 November 2024
Third instalment	\$184.00	Due by 28 February 2025
Fourth instalment	\$184.00	Due by 31 May 2025

Assessment 643023

Property Unit 49 123 Main Road LOWER PLENTY VIC 3093  
LOT 49 PS 543689A V/F 11108/564

AVPOC 120 Single Strata Unit/Villa Unit/Townhouse

Valuation on 1 January 2024	Site Value	Capital Improved Value (CIV)	Net Annual Value
	\$60,500	\$330,000	\$16,500

Itemised details: Payments Received -\$6.04

Rates	Rate	Value	Rate	Value	Rate	Value
Residential Improved	\$554.31	=	0.00167972	x	\$330,000	
Public Waste Rate	\$23.40	=	0.00007090	x	\$330,000	
* Fire Levy - Residential variable	\$28.71	=	0.00008700	x	\$330,000	

Charges \* Fire Levy - Residential Fixed \$132.00 \* Collected for the Victorian Government.  
For details visit [sno.vic.gov.au/FSPL](http://sno.vic.gov.au/FSPL)

**Having trouble making payments?**

We may be able to help you. The first step, contact us at [banyule.vic.gov.au/RatesAssist](http://banyule.vic.gov.au/RatesAssist)

Total **\$732.38** Total includes \$0.00 GST

**Pay online now**



Scan with your phone or visit  
[banyule.vic.gov.au/PayRates](http://banyule.vic.gov.au/PayRates)



Account number: 643023  
First instalment amount: \$180.38

**Payment options** - See reverse for other options.



Billpay code: 0708  
Ref: 6430 2343

or person at any Post Office, by phone 13 10 10, or go to [www.postbillpay.com.au](http://www.postbillpay.com.au)



\*708 643023 43



Billor code: 8756  
Ref: 600 0000 0064 3023

Billor code is required for phone banking

5th March 2025

Ristevski Lawyers. C/- InfoTrack (Smokeball) C/- L  
LANDATA

Dear Ristevski Lawyers. C/- InfoTrack (Smokeball) C/- L,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	49/123 MAIN ROAD LOWER PLENTY 3093
<b>Applicant</b>	Ristevski Lawyers. C/- InfoTrack (Smokeball) C/- L LANDATA
<b>Information Statement</b>	30923338
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	641079

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [propertyflow@yvw.com.au](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	49/123 MAIN ROAD LOWER PLENTY 3093
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

This property has remotely read water meters fitted. Occasional access to the water meter may be required.

Existing sewer mains will be shown on the Asset Plan.

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

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

## **Melbourne Water Property Information Statement**

Property Address	49/123 MAIN ROAD LOWER PLENTY 3093
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STATEMENT UNDER SECTION 158 WATER ACT 1989

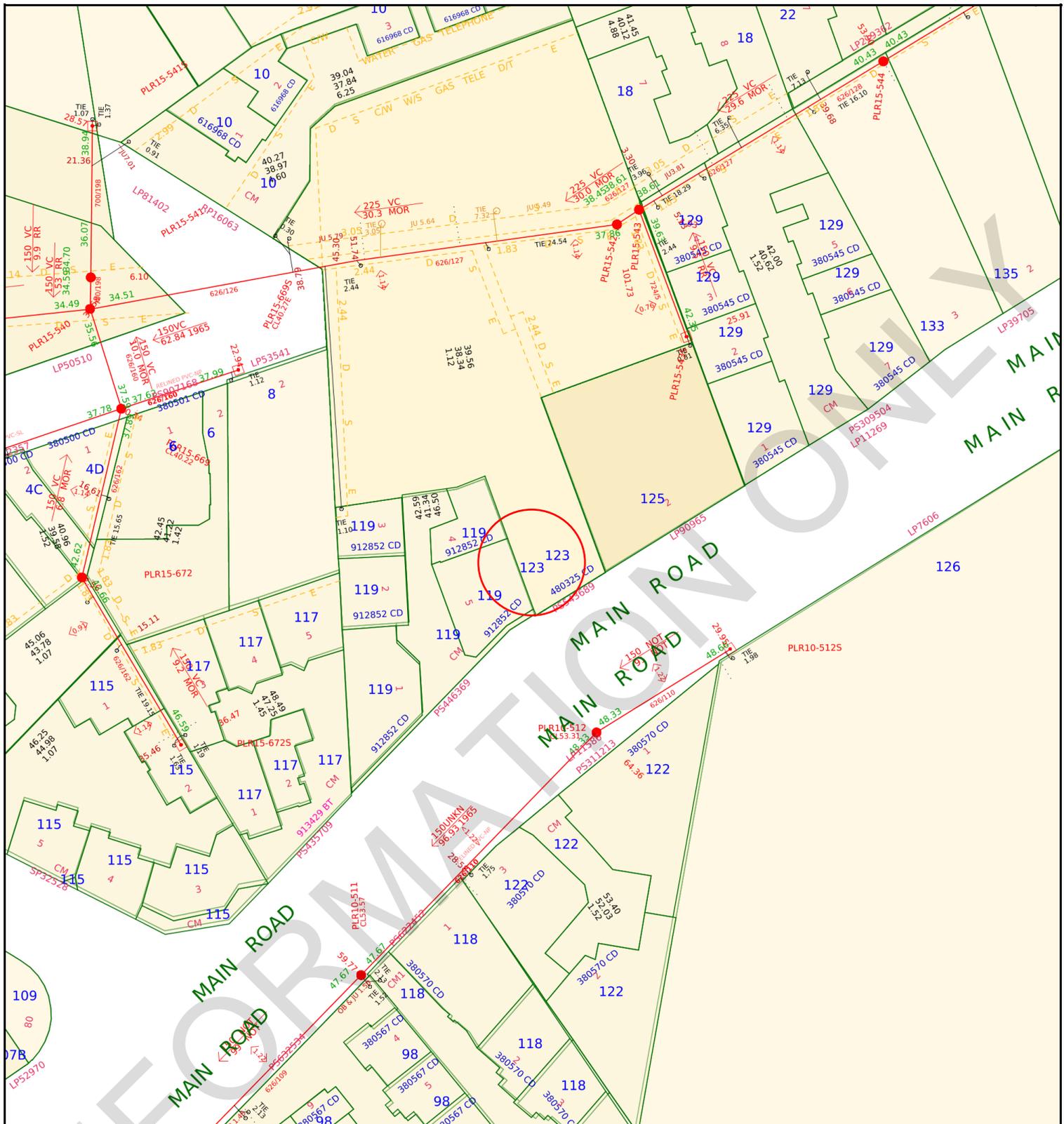
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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: 30923338**

<b>Address</b>	49/123 MAIN ROAD LOWER PLENTY 3093
<b>Date</b>	05/03/2025
<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		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;

Ristevski Lawyers. C/- InfoTrack (Smokeball) C/- L  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 8431586746  
**Rate Certificate No:** 30923338

**Date of Issue:** 05/03/2025  
**Your Ref:** 641079

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 49/123 MAIN RD, LOWER PLENTY VIC 3093	49\PS543689	1660143	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Water and Sewer Usage Charge <i>Step 1 – 11.000000kL x \$3.43420000 = \$37.78</i> Estimated Average Daily Usage \$0.41	10-09-2024 to 11-12-2024	\$37.78	\$0.00
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
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		-\$19.83 cr
	<b>Total for This Property</b>		\$169.08



GENERAL MANAGER  
RETAIL SERVICES

### Note:

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

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

8. From 01/07/2024, 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.

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

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

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**Property No:** 1660143

**Address:** UNIT 49/123 MAIN RD, LOWER PLENTY VIC 3093

**Water Information Statement Number:** 30923338

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 84315867460

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / RISTEVSKI LAWYERS.

<b>Your Reference:</b>	251133
<b>Certificate No:</b>	84969092
<b>Issue Date:</b>	21 FEB 2025
<b>Enquiries:</b>	DXS17

**Land Address:** UNIT 49, 123 MAIN ROAD LOWER PLENTY VIC 3093

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36907232	49	543689	11108	564	\$500.00
			11108	573	

**Vendor:** HEATHER STEWART

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS HEATHER ROSYN STEWART	2025	\$60,500	\$500.00	\$0.00
				\$500.00

**Comments:** This certificate includes Volume/Folio: 11108/652;  
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
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**Comments:**

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$330,000
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SITE VALUE (SV):	\$60,500
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$500.00</b>
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# Notes to Certificate - Land Tax

Certificate No: 84969092

## 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 = \$500.00

Taxable Value = \$60,500

Calculated as \$500 plus ( \$60,500 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,300.00

Taxable Value = \$330,000

Calculated as \$330,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 84969092

### 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: 84969092

### 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 / RISTEVSKI LAWYERS.

Your Reference: 251133

Certificate No: 84969092

Issue Date: 21 FEB 2025

Enquires: DXS17

Land Address: UNIT 49, 123 MAIN ROAD LOWER PLENTY VIC 3093

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36907232	49	543689	11108	564	\$0.00
			11108	573	\$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:	\$330,000
SITE VALUE:	\$60,500
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 84969092

## 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 / RISTEVSKI LAWYERS.

Your Reference:	251133
Certificate No:	84969092
Issue Date:	21 FEB 2025

**Land Address:** UNIT 49, 123 MAIN ROAD LOWER PLENTY VIC 3093

Lot	Plan	Volume	Folio
49	543689	11108	564
		11108	573

**Vendor:** HEATHER STEWART  
**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: 84969092

## 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: 84969096

### 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: 84969096

### 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.

# OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No. 1 PS 543689A

Address 123 Main Road, Lower Plenty VIC 3093

This certificate is issued for Lot 49 on Plan of Subdivision No 543689A

Postal address is C/- Australian Body Corporate  
PO Box 278  
Doncaster Heights VIC 3109  
Tel: 03 8418 8787  
admin@ausbodycorp.com.au

## IMPORTANT:

The information in this certificate is issued on **25 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.

(a) The current annual fees for the lot are **\$6,524.12\***(Admin: \$5,274.12, Maint: \$1,250.00) which is payable in Quarterly instalments due every 01 January, 01 April, 01 July & 01 October.

**\*The annual fees are based on the approved Budget of FY 24.**

(b) The period for which the fees for the lot have been levied is 01 January 2025 to 31 March 2025.

(c) The total of any unpaid fees or charges for the lot as of this certificate date is **NIL\*** which is comprised of:

**\*Please contact our office via email prior to Settlement for updated arrears amounts and confirm total outstanding**

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **NIL**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above? If so, then provide details:

The Owners Corporation commissioned BSC Consulting Engineers to prepare a report on balconies 24,25,26,27, 45,46,47 and 48 at the property. Their report dated January 2024 states that those balconies are defective and need repair. The cost of any associated balcony repairs will be levied to each lot owner based on lot liability via special levies and or by the Owners Corporation obtaining a third-party loan which will need to be repaid by lot owners based on lot liability.

At the date of this certificate the owners corporation has obtained an indicative quote of approximately \$80,000 to repair the common property portion of the defective balconies. This amount will be recovered based on lot liability.

At the date of this certificate the above special levy has not been struck and is not included in any of the amounts listed above.

A copy of the BSC report dated January 2024 will be made available upon request.

The Owners Corporation Manager has notified the lot owner that the balcony repairs currently being completed also need to be in line with the BSC Consulting Engineers Report due to the balconies noted in the report being on the same side of the property.

(f) The owners corporation has the following insurance cover:

Name of Company:	Flex Insurance
No. of Policy:	HS0006069075
Kind of Policy:	Residential Strata Insurance
Building Amount:	\$28,099,486
Public Liability Amount:	\$20,000,000
Renewal Date:	10/03/2025

(g) 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**

- (h) The total funds held by the owners corporation as of **25 February 2025** are **\$60,567.32**
- (i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above? If so, then provide details: **NIL**
- (j) Are there any current contracts, leases, licences or agreements affecting the common property?  
If so, then provide details: **NIL**
- (k) Are there any current agreements to provide services to lot owners, occupiers or the public?  
If so, then provide details: **NIL**
- (l) 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 at 25 February 2025.

- (m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:

The Owners Corporation is not a party to or aware of any proceedings other than legal proceedings at VCAT/Magistrates court to recover outstanding Owners Corporation fees from owners which may occur from time to time.

- (n) Has the owners corporation appointed, or resolved to appoint, a manager?  
If so, then provide details:

The manager is **Australian Body Corporate**  
**PO Box 278**  
**Doncaster Heights VIC 3109**  
**Telephone: 03 8418 8787**  
**admin@ausbodycorp.com.au**

- (o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

- (p) Documents required to be attached to the owners corporation certificate are:

A copy of the minutes of the last annual general meeting of the owners corporation  
A copy of the model/consolidated rules registered at Land Victoria  
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 Agent at the address listed below.

Date: 25 February 2025

This Owners Corporation Certificate was prepared by Australian Body Corporate Management Pty Ltd  
ACN 154 482 274 T/As Australian Body Corporate



Signature of Rowena Lardner  
Owners Corporation Manager  
For and on behalf of

**Owners Corporation No. 1 PS 543689A**



**MINUTES OF ANNUAL GENERAL MEETING  
OWNERS CORPORATION 543689A  
123 Main Road, LOWER PLENTY VIC 3093**

**Date:** Wednesday 27<sup>th</sup> March 2024  
**Time:** 5:00pm  
**Location:** Club Lounge - 123 Main Road, Lower Plenty

**1. WELCOME AND APPOINTMENT OF CHAIRPERSON FOR THE MEETING**

Manager welcomed owners to the Annual General meeting of the Owners Corporation for 2024. It was confirmed that R. Lardner of Australian Body Corporate chair the meeting and take minutes.

Moved: L. Riddell Lot 15 Seconded: B. Wignall Lot 19 Voting: Motion Passed without dissent

**2. NOTING ATTENDANCE, APOLOGIES & PROXIES**

The following members were present or represented by proxy:

Lot no	Name	Present	Proxy
1	L. Morison	Yes	
3	N. Colvin	Yes	
7	Maria Wolfe	Yes	
8	S. Matthews	Yes	L. Riddell
10	E. Benov	Yes	
11	A & J Donehue	Yes	
12	A. Young	Yes	
15	L. Riddell	Yes	
16	P. Dwyer	Yes	
18	T. Pardakhtchi & G. Rahimzadegan	Yes	
19	B. Wignall	Yes	
22	G. Addison	Yes	
24	R. Raphael	Yes	
25	K. Lauri	No	A. Lauri
27	M. McKenna	Yes	
28	Ji. Eun Kim	No	P. Patania
29	S. Faulks	Yes	
31	K. Rawlings	Yes	
32	F. Zerjal	Yes	
34	C. Milic & J Lee	Yes	
35	A. Lane	Yes	
37	J & D Smith	Yes	
38	T. Wilding	Yes via telephone	
39	H. Churchland & M. Mistica	Yes	
41	A. Higgins	Yes	
42	S & L Black	Yes	
43	D. Bullard	Yes	
44	R. Hirst	Yes	
45	P. Patania	Yes	
46	R. Brown	Yes	
47	R & J Parr	No	N. Colvin
49	H. Stewart	Yes	

## 2. NOTING ATTENDANCE, APOLOGIES & PROXIES ( continued)

### Managers In attendance

Rowena Lardner      Strata Manager Australian Body Corporate.  
Pasquale Daniele    Director Australian Body Corporate  
Roman Urbanski      Building Manager

## 3. QUORUM & VOTING

A quorum was present. This means that all decisions resolved at the meeting become decisions of the Owners Corporation from the date of the meeting.

## 4. ACCEPTANCE OF PREVIOUS MINUTES

Members confirmed acceptance of the previous AGM minutes dated 27/03/2023.

Moved: L. Riddell Lot 15    Seconded: B. Wignall Lot 19    Voting: Motion Passed without dissent

## 5. MATTERS ARISING FROM THE AGM MINUTES

No matters were raised.

## 6. REPORTS

- a. Members confirmed receipt of Manager's Report as circulated with the notice of meeting.
- b. Members confirmed that they receive regular updates from Roman the Building Manager on a weekly basis via building link.
- c. Committee's Report - Chairperson L. Riddell, please refer list of achievements attached.

L. Riddell explained what a difficult year the Committee had endured over the past 12 months with the various building defects currently being dealt with at the property and reminded all owners to please treat Committee members with respect and kindness as you would any other neighbour. The Committee members understand the frustrations of getting work at the property done but unfortunately like Rowena and Pas of Australian Body Corporation cannot control the contractors' work schedules.

L. Riddell gave a huge thank you to each individual members of the Committee for their time, effort, and contribution during 2023. Members also acknowledged that it's a voluntary role to be on the Committee and extremely difficult at times.

L. Riddell advised that the Committee were extremely grateful for the work completed by Roman as Building Manager throughout the year and also the extra work he did in his own time when residents would knock on his door afterhours.

- d. Current Complaints and Reports

***In accordance with the Owners Corporations Act 2006 (section 159) any formal disputes raised with the Owners Corporation over the past 12 months must be table at this meeting.***

- Manager reported that no dispute resolution meetings were held in 2023.

## **7. PRESENTATION AND ACCEPTANCE OF PREVIOUS YEARS' REVIEWED FINANCIAL REPORTS**

- a. The Owners Corporation resolved to accept and adopt the reviewed financial statements for the period ending **31/12/2023** as per reports circulated with the notice of meeting.

P. Daniele explained that as of 31 December 2023, the administration fund had a deficit of \$39,113.33 and closing balance of \$32,000.60 mainly attributed to the increase in insurance because of claims history and the risk premium placed on the property due to current balcony defects that remain unresolved. This along with an increase in gas consumption due to the pool and spa heaters now working at full capacity. The long-term maintenance (sinking) fund had a deficit of \$3,435.03 and closing balance of \$70,674.76.

P. Daniele advised that from an independence point of view and as per the previous years, the financial statements have been reviewed by Willis Partners Chartered Accountants & Advisors.

K. Rawlings queried why the increase in insurance had been treated as an accrual instead of the actual expense.

P Daniele advised those present that in accordance with the Owners Corporation Act 2006, the property must adopt Australian Accounting Standards when preparing the financial statements for the Owners Corporation. This means that the financial statements need to be prepared on an accrual basis. In summary, the financial statements are required to account for income and expenditure in the period the income was derived and or expenses incurred. As per prior years, 12 months of insurance was expensed every financial year. As such the auditor requested that an accrual be taken up to account as it has been the process in previous years.

K. Rawlings ask about the levy payments received by apartment 16 due to the property being sold late last year.

P. Daniele went through the accrual accounting process that is applied on the receipt of outstanding levies that span different financial years. He noted that levy income is accounted for in the year it is earned and not the date it is received. As such the payment received on the settlement of Lot 16 was applied against the amount receivable from that lot owner at balance date.

- b. The Owners Corporation resolve to have the financial statements reviewed on an annual basis prior to the annual general meeting each year.

Moved: L. Riddell Lot 15 Seconded: M. Mistica Lot 39 Voting: Motion Passed without dissent

## **8. OWNERS CORPORATION COMMITTEE**

Nominations were received in writing and or from the floor.

The Manger put to the members present whether they wished to put each committee nomination up one at a time or as a collective.

Members present resolved to put up the nominations as a collective.

## 8. OWNERS CORPORATION COMMITTEE (continued)

The committee nomination were put to the members to vote on by a show of hands.

- a. Members resolved by ordinary resolution to accept nominations from 9 lot owners the following members were elected to Committee:

Lot no	Name
1	L. Morison
3	N. Colvin
10	E. Benov
15	L. Riddell
16	P. Dwyer
24	R. Raphael
39	M. Mistica
45	P. Patania
46	R. Brown

Moved: K. Rawlings Lot 31 Seconded: B. Wignall Lot 19 Voting: Motion Passed without dissent

- b. Election of Office Bearers

This decision will be made by the incoming Committee.

## 9. REVIEW OF BUILDING & PUBLIC LIABILITY INSURANCE COVER

- a. Members confirmed policy details currently in place as circulated with the notice of meeting.

Moved: L. Riddell Lot 15 Seconded: K. Rawlings Lot 19 Voting: Motion Passed without dissent

M. Mistrica asked how many insurance quotations were obtained, Manager explained that it was extremely difficult to obtain renewal terms from Flex insurance who is the current insurer and quotations from other insurers due to open claims at the property and the current balcony defects.

M. Mistrica requested that Manager provide details in relation to open claims and to report back to the Committee as to the reason why the claims remain open and if these open claims affected the significant premium increase.

P. Daniele explained that when an insurer provides a quotation many factors are taken into consideration including the claims history over the past five (5) years, the insurance cycle from insurance underwriters and whether there were additional specific risks to the property such as the defective balconies.

M. Mistrica also asked why the Manager did not provide guidance to the Committee in disputing the insurer's decision when denying the claim submitted on behalf of the owners corporation in relation to the balconies at apartment numbers 45, 46, 24 and 25; 47, 48, 26 and 27 at the property.

## **9. REVIEW OF BUILDING & PUBLIC LIABILITY INSURANCE COVER ( continued)**

The Manger explained that the reason for the denial of the claim for the balcony repair was due to wear and tear and poor workmanship which is outlined in the letter provided by the insurer which was circulated to Committee members when received and to all owners with the notice of Annual General Meeting. In that letter, it advised the steps required to be taken by the Owners Corporation if they disputed the claim. The Manager was not instructed by the Committee to take any further action regarding this matter.

b. Members noted that the last insurance valuation was completed on 07/07/2021.

Moved: L. Riddell Lot 15 Seconded: B. Wignall Lot 19 Voting: Motion Passed without dissent

c. Members resolved that the Owners Corporation subject to periodic valuation, obtains quotations for the renewal of insurance policy each year.

Moved: L. Riddell Lot 15 Seconded: B. Wignall Lot 19 Voting: Motion Passed without dissent

d. Standing Direction – To ensure the Owners Corporation continues to have insurance that meets the requirements of the law, Division 6, Part 3 of the Owners Corporation Act 2006, Australian Body Corporate be granted a standing direction to automatically renew insurance with the same policy benefits and increase the limits of cover by 5% at renewal with Committee's approval.

Moved: L. Riddell Lot 15 Seconded: M. Mistica Lot 39 Voting: Motion Passed without dissent

## **10. OCCUPATIONAL HEALTH & SAFETY COMPLIANCE**

Members confirmed receipt of details circulated with the notice of AGM and that if they did see any hazards on the common property to report the issue to the Owners Corporation Manager.

## **11. ESSENTIAL SAFETY MEASURES**

The Owners Corporation review its mandatory responsibility in accordance with the Victorian Building Regulations 2006 (Part 11) in relation to the fire services ensuring that the essential safety measures are maintained per the Occupancy Permit.

The Owners Corporation resolve to delegate to the committee the power to ensure that the Essential Services are attended to, in accordance with the Building Codes of Australia.

Moved: L. Riddell Lot 15 Seconded: M. Mistica Lot 39 Voting: Motion Passed without dissent

## **12. COMMON PROPERTY MAINTENANCE**

Banksia Place has a part-time onsite Building Manager – Roman

## **13. BALCONY REMEDIATION PROJECT**

In September 2023 the Owners Corporation Committee were advised that the balconies of eight (8) properties were in danger of collapsing, a builder was engaged to provide supports and make these balconies safe. The insurer has since assessed the damage and denied the claim due to wear and tear and faulty workmanship.

### 13. BALCONY REMEDIATION PROJECT ( continued)

In accordance with Section 46, of the Owners Corporation Act 2006, an Owners Corporation must repair and maintain –

- (a) The common property; and
- (b) The chattels, fixtures, fittings and services related to the common property or its enjoyment.

P. Daniele stressed the importance of having the work commenced on the eight (8) balconies as a matter of urgency as noted in the insurance letter dated 8<sup>th</sup> March 2024 as attached to these minutes.

P. Danele also advised that the special resolution to be passed is for the Owners Corporation to obtain a loan for up to \$500,000 so that the Committee can approve an itemised quotation for the remediation work to be completed.

The loan would be paid back via special levies. P Daniele noted that the quicker the loan was repaid the less interest will be charged to the owners corporation and private owners affected.

Further discussions took place regarding the repairs of the balconies, who was responsible for the repairs and the funding of those works.

K. Rawlings noted that the Owners had not been given enough information to make such a big financial decision regarding this project and requested that a special meeting be held at a later date with the following information circulated to owners:

1. Three (3) itemised quotations for balcony work to be completed.
2. Information in relation to interest rates and financial providers.

K. Rawlings also asked if the owners on the Committee making decisions affecting the Owners Corporation would abstain from voting on certain matters regarding the balconies.

P. Daniele noted that for the purpose of transparency and to eliminate any perceived conflict of interest, any Committee member who is party to the affected balconies should note their interest when voting or abstain from voting on any decisions relating to the rectification works and their private lots.

R. Raphael Lot 24 suggested an alternative to repair of the eight (8) balconies, please refer attached.

P Daniele recommended that legal advice would need to be obtained regarding the proposal put forward by R. Raphael as the proposal was affecting common property.

A. Lane queried why the owners corporation was responsible for payment of the structural engineers report.

The Manager explained the reason is because the balcony issues relate to both common and private property and the related risks affect all owners at the property.

The Manager put to the members the following Special Resolutions

To enable the Owners Corporation to rectify the defective balconies members resolve by special resolution to delegate the following functions and powers to the committee, in accordance with section 11(2) of the Owners Corporation Act 2006 (Vic).

- b. All the powers to enable the performance of this function as provided by section 6(b) of the Owners Corporation Act 2006 (Vic).

### 13. BALCONY REMEDIATION PROJECT ( continued)

- a. Members resolve by special resolution to apply for a loan of up to **\$500,000** in the name of Owner Corporation 543689A to fund the remediation work to repair defective balconies of apartments 45,46, 24 and 25; 47, 48, 26 and 27.

Members resolved **not to accept** the special resolutions as put forward.

Members resolved that the Manager convene a Special General Meeting to discuss the balcony remedial works and to defer voting on any resolutions until such time.

### 14 PROPOSED BUDGET

K. Rawlings queried why the budget had not been increased with rising costs and inflation. P. Daniele noted that the budget was prepared in consultation members of the Committee prior to the Annual General Meeting and it had been requested that the budget not be increased due to financial pressures on owners at the property.

To accommodate this, the administrative budget presented has been increased by \$20,000 and the sinking/maintenance fund be reduced by \$20,000 to that of the 2023 financial this giving a nil rise in the overall fees for the 2024 financial year.

- a. The Owners Corporation **resolved to accept and adopt** the Administration Fund Budget of **\$210,964.62 (+ GST)** for the period (01/01/24 to 31/12/24) as circulated with the notice of meeting.

Moved: K. Rawlings Lot 31 Seconded: B. Wignall Lot 19 Voting:  
Motion Passed without dissent.

- b. The Owners Corporation **resolved to raise** a deficit elimination levy of **\$32,000 (+GST)** to clear the administration fund deficit year-ending 31/12/23.

Moved: K. Rawlings Lot 31 Seconded: L. Riddell Lot 15 Voting: Motion Passed without dissent

- c. The manager put forward the motion to raise a special levy of \$49,000 + GST to accommodate the increase in various budget line items such as insurance and gas. Discussion took place regarding the insurance and the accrual and contrary to the managers recommendation, the Owners Corporation **resolved not to raise** a special levy of \$49,000 (+GST) to cover the insurance premium increase.

Moved: K. Rawlings Lot 31 Seconded: L. Riddell Lot 15 Voting: Motion Passed without dissent

- d. The Owners Corporation **resolved to accept and adopt** the Maintenance Fund Budget of **\$50,000 (+GST)** for the period (01/01/24 to 31/12/24) as circulated with the notice of meeting.

Moved: K. Rawlings Lot 31 Seconded: L. Riddell Lot 15 Voting: Motion Passed without dissent

- e. That the Owners Corporation **resolve** that the fees are levied quarterly, due on the 1<sup>st</sup> day of January, April, July and October each year until resolved otherwise at an Annual General Meeting.

Moved: L. Riddell Lot 15 Seconded: M. Mistica Lot 39 Voting: Motion Passed without dissent

## 15 DEBT COLLECTION & PENALTY INTEREST

- **ARREARS:** Members resolve to commence Debt Recovery action against any owner in default of payment of Owners Corporation Fees & Charges.
- **PENALTY INTEREST:** Members resolve that that owners in arrears 90 days after the due date - "Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006."
- **LEGAL ACTION:** Members resolve by Special Resolution that - "That the Owners Corporation Manager is authorized to commence legal proceedings in either the Victorian Civil and Administrative Tribunal or the Magistrates' Court of Victoria for the recovery of outstanding contributions and charges for any lot when necessary to do so."
- **COSTS RECOVERY:** Members resolve by Special Resolution - "That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation."

Moved: L. Riddell Lot 15 Seconded: M. Mistica Lot 39 Voting: Motion Passed without dissent

## 16 MEETINGS

- a. The Owners Corporation resolved that meeting notices, fee notices and all other documentation be sent electronically via email.
- b. The Owners Corporation resolved that meetings can be conducted electronically via teleconferencing and or video link.
- c. The Owners Corporation resolved the acceptance of electronic voting at meetings that are conducted via teleconferencing and via video link.

Moved: L. Riddell Lot 15 Seconded: M. Mistica Lot 39 Voting: Motion Passed without dissent

## 17 GENERAL BUSINESS

### a. After hours contractor

Manager explained to members that Australian Body Corporate uses **ROSCON 1800 767 266** for all after hours common property emergencies. If the issue is not related to the common property, the individual may be invoiced the cost of the call out.

Additional charges will apply if an incident occurs, and the contractor needs to attend to make safe or repair an issue on common property.

### b. Other items raised:

#### Special Meeting

This meeting will be held on Wednesday 22<sup>nd</sup> May 2024.

### **Financial Statements**

Manager will provide financial statements to be discussed at quarterly Committee meetings and circulate to owners with a copy of the minutes.

### **Residents Meetings**

This matter will be referred to the incoming Committee.

### **Fire Evacuation Drill**

Manager will follow up information relating to the fire evacuation drill recently, conducted at the property.

- c. The next AGM will be held in March 2025.

18 With no further business to discuss the meeting closed at 7.15pm.

**Rowena Lardner**  
**Strata Portfolio Manager**

INFORMATION ONLY

# **Banksia Owners' Corporation**

## **Issues resolved 2023 – 24**

Front façade rendering and painting associated trim completed  
Memorial plaque for Margaret Geddes  
Temporary fence repairs 121 Main Rd  
Detailed inspection of causes of mould and roof leak by RoofWorks  
Roof plumbing repaired  
Additional needed tools for maintenance bought, wheel barrow etc.  
Disposal of unclaimed material and clutter in common area storage areas to  
create temporary common area storage space  
Recycling of old paint tins in storage areas  
Repair to fire door on top floor  
Intercom system repaired  
Damaged spoon drain at entrance repaired  
Rebuild of 2 light wells completed  
Replacement of fire contractor  
Replacement of rodent contractor  
Replacement of cleaner  
Issues of risk identified with balconies in rear apartments  
Trees trimmed  
Gutters cleaned  
Heater in swimming pool area repaired

8<sup>th</sup> March 2024

Owners Corporation Plan No. PS 543689  
C/- Australian Body Corporate

Dear Rowena,

Policy: HS0006069075  
Risk Address: 123 Main Road  
LOWER PLENTY VIC 3093

We refer to the above insurance policy and wish to advise the following condition is applicable and forms part of the policy with no. HS0006069075.

**Other Condition**

Flex advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the following policy condition applies to the above policy. This policy condition should be read in conjunction with, and as forming part of, your existing policy wording.

Flex will be offering Six (6) monthly terms. This is to allow the Owners Corporation the time to complete the following:

Rectification works for the balconies to have commenced as per the Inspection Report by BSC Consulting Engineer dated Jan 2024 prior to the next renewal date.

Flex requests for the above information be supplied to our office no later than 16/7/2024 (8 weeks) prior to the next renewal due 10/9/2024 at 4.00pm. If the above items have not been met by the prescribed timeframe, Flex will not be looking at offering terms at next renewal.

Yours faithfully

Lillian Zhou  
Senior Underwriter  
Flex Insurance

Agenda item no. 13

My name is Rhiannon, I own apartment 24. Since receiving the engineer's report on Friday I've contacted the other seven owners and five of us have gotten together to discuss the situation and figure out what we can do to try and get the best possible resolution for everyone. What we've come up with is what we think is a reasonable compromise: we're willing to remove the balconies entirely.

Instead of fixing them, we simply knock them down, make whatever repairs we have to make to the facade so the exterior of the building is waterproofed and safe and just wash our hands of the whole mess.

This is absolutely a serious offer, a serious suggestion. Five of us have already agreed. We weren't able to get in touch with the other three because we only received this information from ABC a few days ago, but we're confident that we can get them on board as well.

Now obviously we are not builders, and weren't given enough time to put together a thorough proposal with estimated costs, but we expect that the cost of this work would be significantly lower than the estimates for the repairs. Maybe it could even be covered by what we have in the sinking fund?

However, we owners want to make it absolutely clear that removing the balconies is not to our benefit. All of us would be seriously reducing the value of our property and our investment. We are losing equity and lowering the resale price of our property, so we are taking a big financial hit if we do this. And the reason we're willing to do that is for the common good of everyone in the building. In exchange for that, we expect that the cost of the removal of the balconies would be covered by the body corporate, because the whole balcony structure is common property. The private property that we own is everything on the interior of the dividing wall, and on the exterior it's the balcony tiles and the waterproof membrane (which currently doesn't exist). So what we're proposing is a removal of common property, and that's a decision we can't make ourselves. The lawyer that ABC consulted said that "ordinarily, having regard to the Plan of Subdivision, the OC is liable for all work to the structure of the balconies, while the balcony owners are responsible for the waterproofing and tiling works only."

So this is a decision that we would have to make all together. Feel free to discuss it now.

Kind regards,  
Rhiannon

## Certificate of Currency Residential Strata Insurance Plan

<b>Policy No</b>	<b>HQ0006133303</b>
<b>Policy Wording</b>	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	10/09/2024 to 10/03/2025 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 543689
<b>Situation</b>	123 MAIN ROAD LOWER PLENTY VIC 3093

### Cover Selected

### Sum Insured

Section 1	Insured Property	
	Building	\$28,099,486
	Common Area Contents	\$280,996
	Loss of Rent & Temporary Accommodation (total payable)	\$4,214,922
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	\$20,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Fidelity Guarantee	\$100,000
Section 5	Office Bearers' Legal Liability	\$1,000,000
Section 6	Machinery Breakdown	\$100,000
Section 7	Catastrophe Insurance	Not Selected
Section 8	Government Audit Costs and Legal Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

**Flood Cover is included.**

### The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	\$200,000

insured event	Benefit
<b>2</b> Total and irrecoverable loss of all sight in both eyes	<b>\$200,000</b>
<b>3</b> Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	<b>\$200,000</b>
<b>4</b> Total and permanent loss of the use of one hand or of the use of one foot	<b>\$100,000</b>
<b>5</b> Total and irrecoverable loss of all sight in one eye	<b>\$100,000</b>
<b>6 a</b> Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	<b>\$1,000</b>
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	<b>\$2,000</b>
<b>b</b> Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	<b>\$500</b>
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	<b>\$1,000</b>
<b>7</b> The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	<b>\$500</b>
<b>8</b> The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	<b>\$2,000</b>

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

### Flex+ Optional Benefits

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected
Arson reward	Selected

Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Electricity, Gas, Water and Similar Charges - unauthorised use	Selected
Funeral Expenses	Selected
Modifications	Selected
Money	Selected
Mortgage Discharge	Selected
Pets, Security Dogs	Selected
Removal of Squatters	Selected
Court appearance	Selected

Date Printed

07/09/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM 8026 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

INFORMATION ONLY

# **Model rules for an owners corporation**

## **1. Health, safety and security**

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

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

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

### **1.4 Smoke penetration**

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

### **1.5 Fire safety information**

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

## **2. Committees and sub-committees**

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

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

### **3. Management and administration**

#### **3.1 Metering of services and apportionment of costs of services**

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

### **4. Use of common property**

#### **4.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

#### **4.2 Vehicles and parking on common property**

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

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

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

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

### **4.3 Damage to common property**

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

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

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

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

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

## **5. Lots**

### **5.1 Change of use of lots**

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

#### **Example**

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

### **5.2 External appearance of lots**

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## **6. Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

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

### **6.2 Noise and other nuisance control**

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

## **7. Dispute resolution**

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

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

(a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

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

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

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

INFORMATION ONLY

# BANKSIA PLACE

## 123 Main Road, Lower Plenty

### RESIDENTS GUIDELINES FOR MOVING IN AND OUT OF COMPLEX

Dear Resident,

These guidelines have been prepared to assist you in your move in or out of Banksia Place. We know shifting home is a difficult and stressful time, so we've tried to make these guidelines as simple as possible. Please adhere to the items below and we wish you the very best for your move.

Please contact the Building Manager either by mobile 0400 526 220 between the hours of 7am -12pm on Monday, Wednesday or Friday or send an email to [123mainroad@gmail.com](mailto:123mainroad@gmail.com) to inform him of the date you intend to move in so relevant access can be arranged. **NOTE: At least 2 days' notice is required.**

1. An inspection of common areas – corridors walls, doors, carpets will need to be conducted with the Building Manager prior to moving in or out and a copy of any existing damage noted, signed and dated by Building Manager and resident before moving commences so comparison can be done after.
2. Building Manager will advise where you can park to load/unload vehicles and moving trucks.
3. Do not park vehicle/s in driveway or pathway to Main entrance doors or block any other entrance
4. Do not wedge open the front sliding doors, the Building Manager will be able to assist with making arrangement for the doors to be open during the move
5. Do not use lifts unless the protective covers have been installed by the Building Manager
6. Do not block/wedge open the lift doors at any stage as these still are always available for use by residents. Be courteous and allow access to lifts during this time
7. Vacuum carpets, clean floors in common area you moved after you have finished

8. An inspection will be arranged to confirm no damage has occurred to corridor walls, doors, carpets, floors during your move. If any damage noted by yourself or the Building Manager after you have moved, any repairs will be carried out by preferred tradespeople and resident will be responsible for payment of such repairs
9. All packing boxes and materials must be disposed of according to Banksia Place Information and Rules handbook

A copy of the Banksia Place general information and rules will be supplied by the Building Manager on your first day including an orientation of the building.

I,.....(Residents Name) from  
.....(Apartment No.) agree and understand the requirements for moving in/out of Banksia Place.

This is to confirm that I have completed the orientation and provided a copy of Banksia Place Information and Rules with above resident.

Building Manager Signature.....

Residents Signature.....

Apartment No.....

Date.....

# 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.

## PROPERTY DETAILS

Address: **49/123 MAIN ROAD LOWER PLENTY 3093**

Lot and Plan Number: **Lot 49 PS543689**

Standard Parcel Identifier (SPI): **49\PS543689**

Local Government Area (Council): **BANYULE**

Council Property Number: **643023**

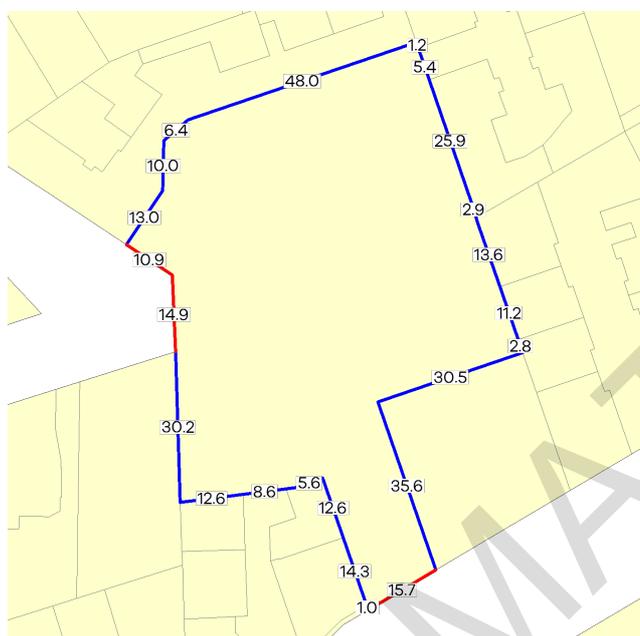
Directory Reference: **Melway 21 B8**

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

**Note:** There are 50 properties identified for this site. These can include units (or car spaces), shops, or part or whole floors of a building. Dimensions for these individual properties are generally not available.

## SITE DIMENSIONS

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



**Area:** 5006 sq. m

**Perimeter:** 338 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.

7 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: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **ELTHAM**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



## PROPERTY DETAILS

Address: **49/123 MAIN ROAD LOWER PLENTY 3093**  
 Lot and Plan Number: **Lot 49 PS543689**  
 Standard Parcel Identifier (SPI): **49\PS543689**  
 Local Government Area (Council): **BANYULE**  
 Council Property Number: **643023**  
 Planning Scheme: **Banyule**  
 Directory Reference: **Melway 21 B8**

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

[Planning Scheme - Banyule](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
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 Legislative Assembly: **ELTHAM**

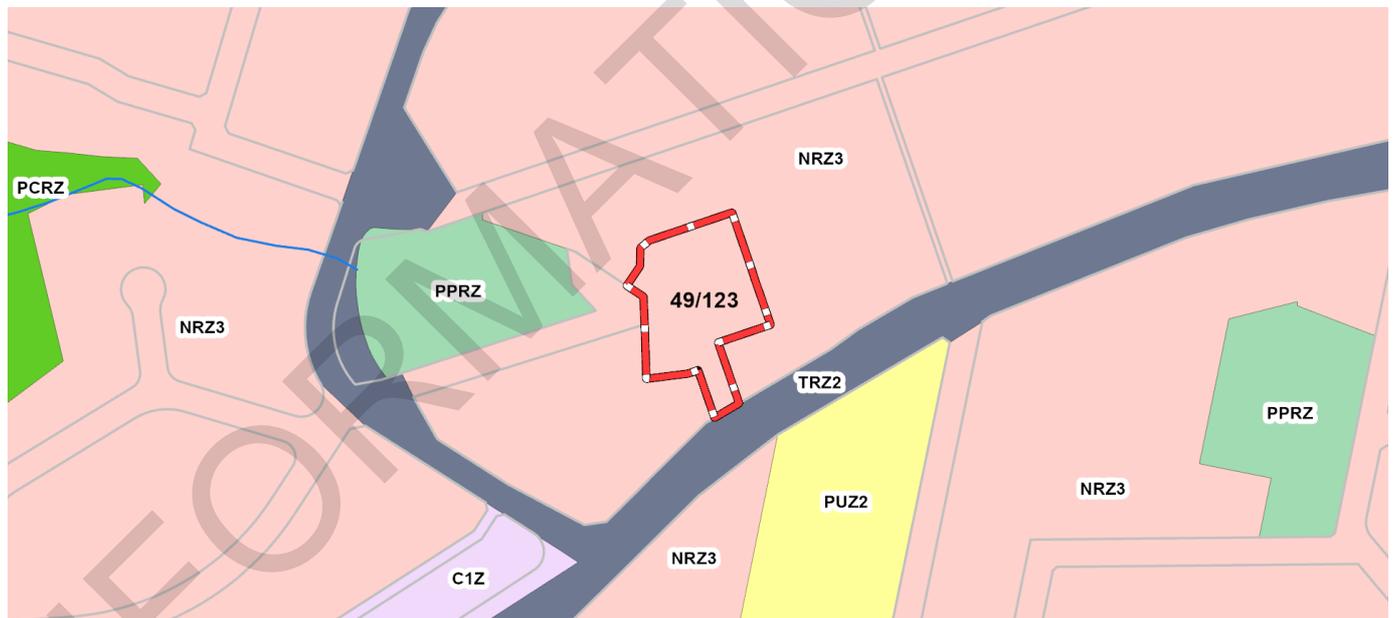
## OTHER

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

[View location in VicPlan](#)

## Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)  
[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 \(NRZ3\)](#)

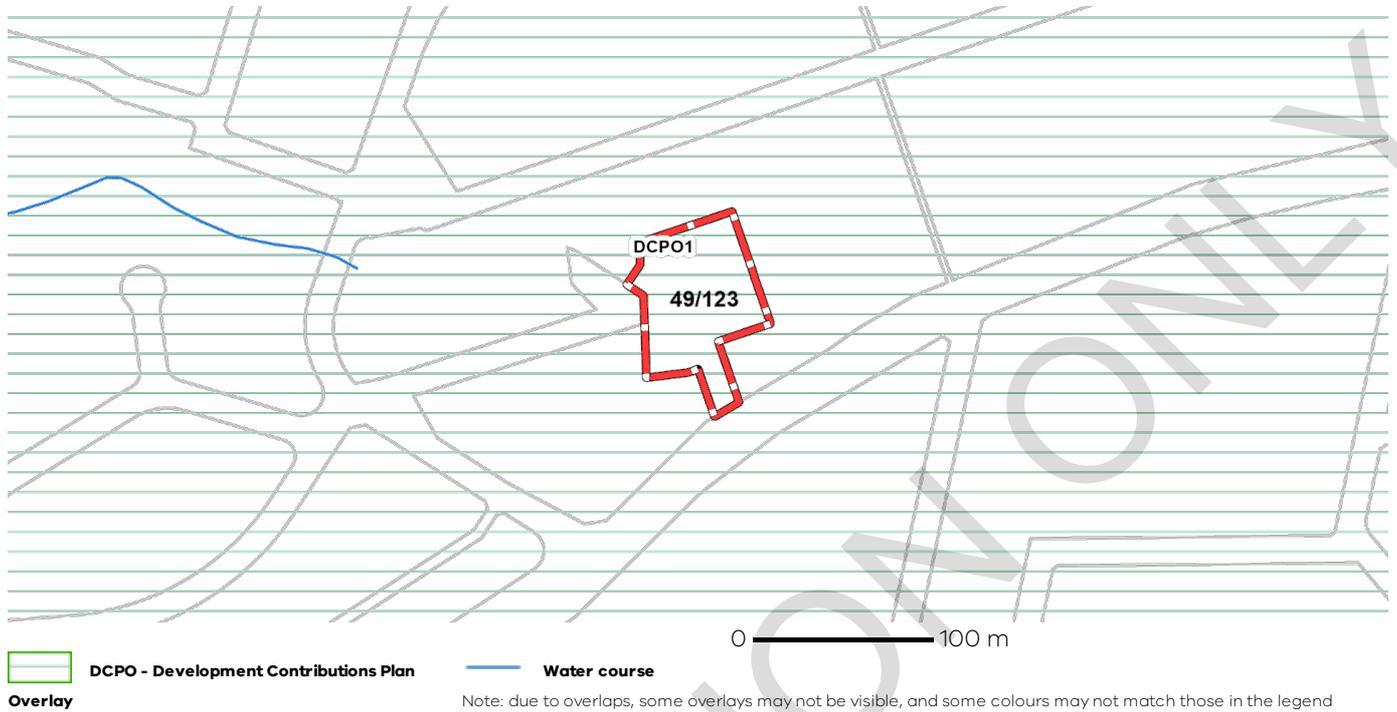


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

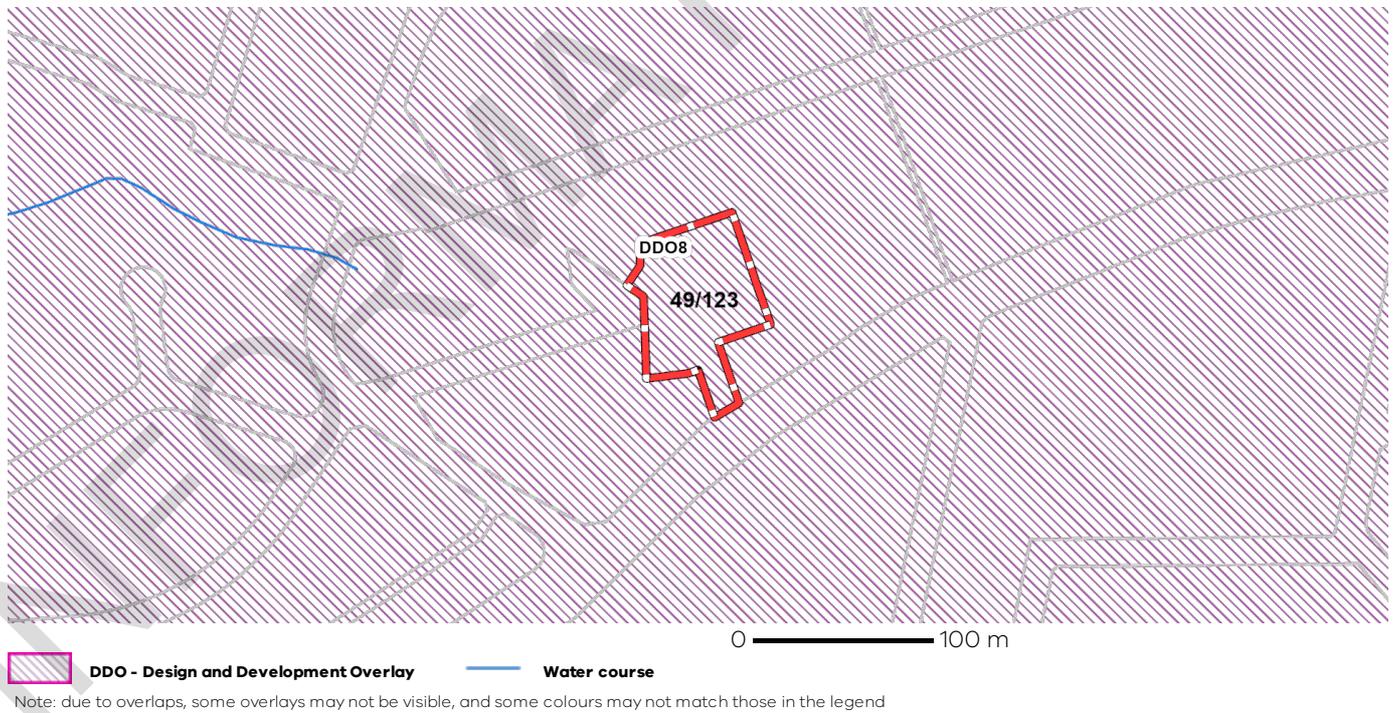
### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



### DESIGN AND DEVELOPMENT OVERLAY (DDO)

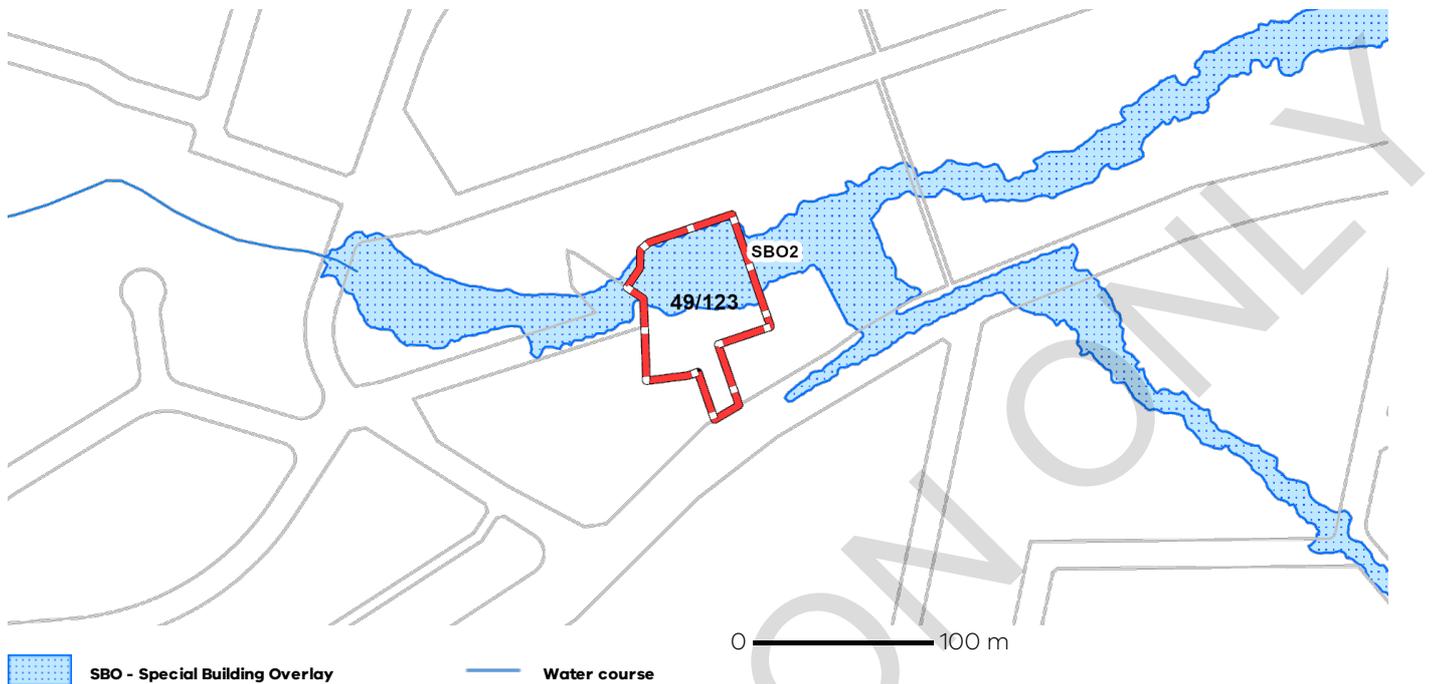
### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



## Planning Overlays

### SPECIAL BUILDING OVERLAY (SBO)

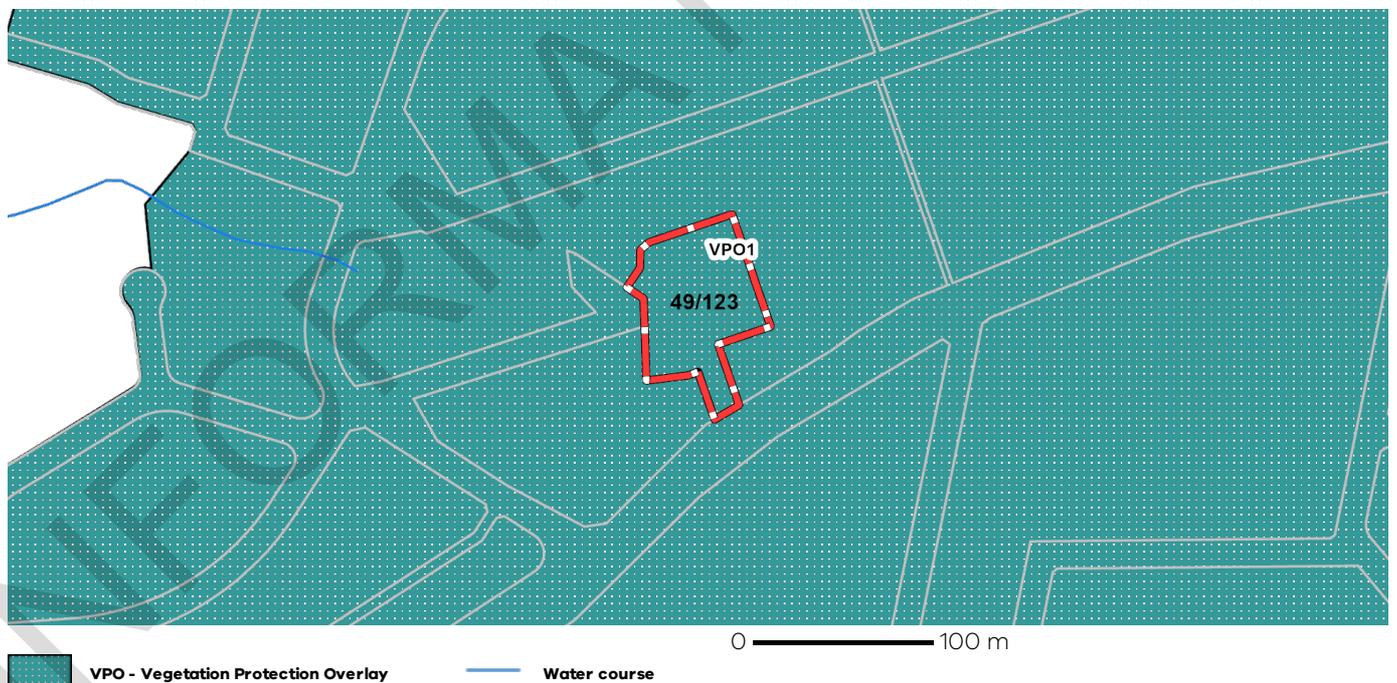
#### SPECIAL BUILDING OVERLAY - SCHEDULE 2 (SBO2)



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

### VEGETATION PROTECTION OVERLAY (VPO)

#### VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



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

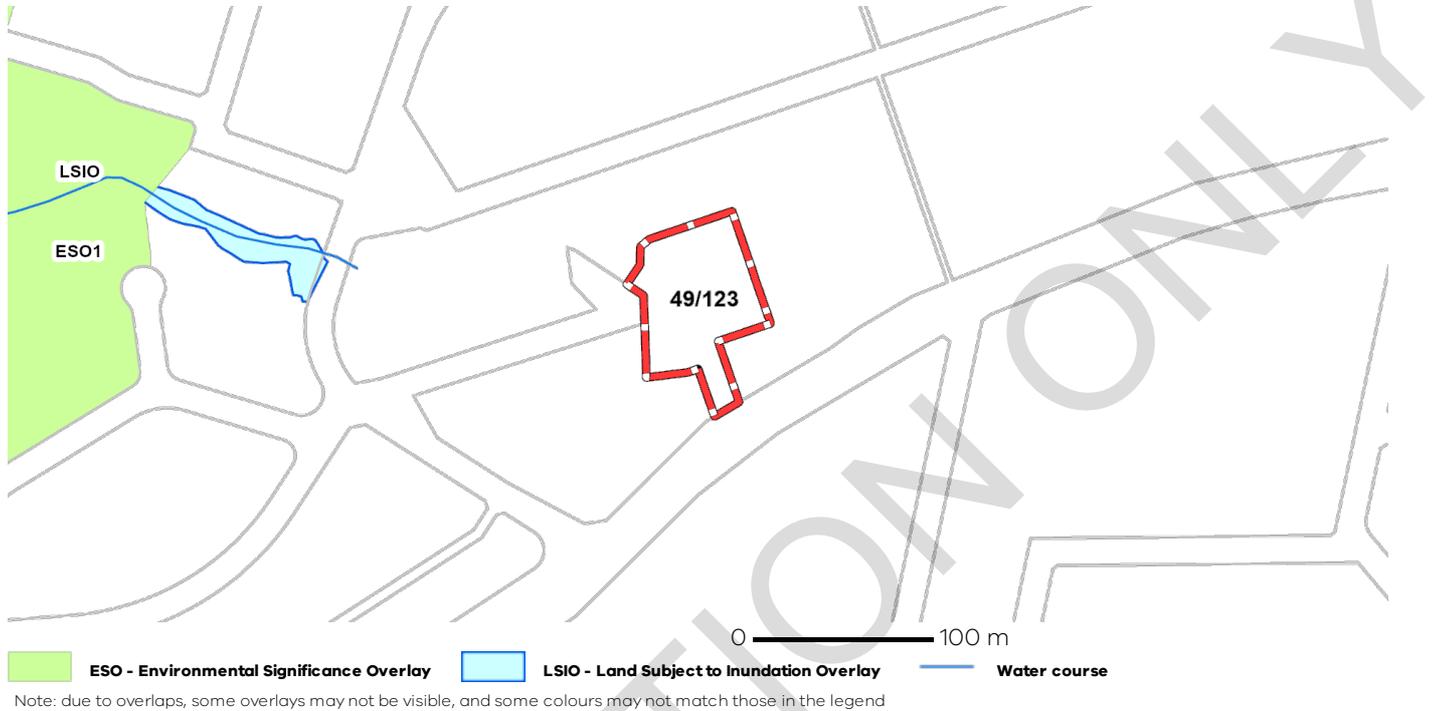
## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)



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

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

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

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

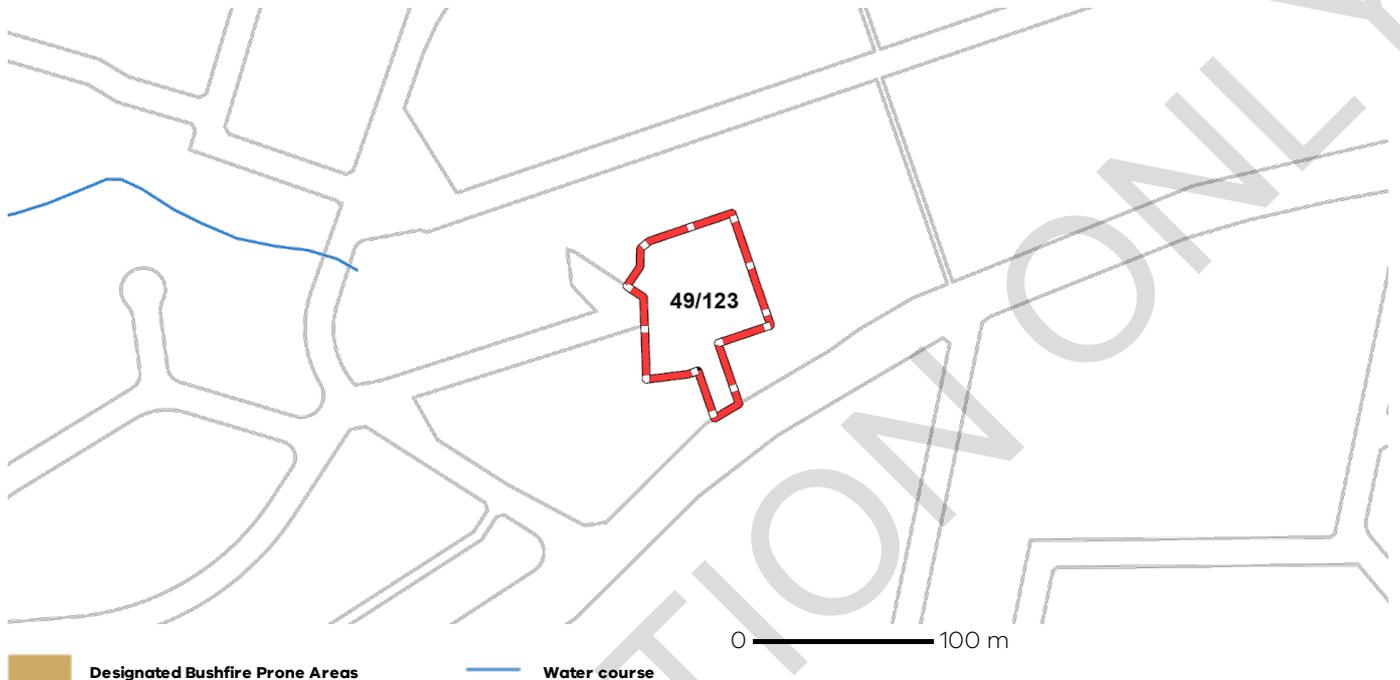
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

Native plants that are indigenous to 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 \(environment.vic.gov.au\)](#)