

# Contract of Sale

Property:

**17 Yellowstone Street, South Morang VIC 3752**



**JLE Conveyancing Pty Ltd**  
3/5 DEVONSHIRE ROAD  
SUNSHINE VIC 3020  
Tel: 03 9363 2075  
Ref: JL:15019

# Contract of Sale

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property 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 previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

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

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

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

## Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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# Contract of Sale

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 (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 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 authorised in writing by one of the parties –
- must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../2025

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

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../2025

**Print names(s) of person(s) signing:** JOSEPH GEORGE BRADY and LYNETTE ROBYN BRADY

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

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

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# Particulars of Sale

## Vendor's estate agent

Name: Harcourt Rata&Co  
Address: \_\_\_\_\_  
Email: sold@rataandco.com.au  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: ROSE MICKOSKA

## Vendor

Name: JOSEPH GEORGE BRADY and LYNETTE ROBYN BRADY  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: JLE Conveyancing Pty Ltd  
Address: 3/5 DEVONSHIRE ROAD, SUNSHINE Vic 3020  
Email: info@jleconveyancing.com.au  
Tel: 03 9363 2075 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: 15019

## Purchaser

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Purchaser's legal practitioner or conveyancer

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12510 Folio 157	177	PS 807636E

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 17 Yellowstone Street, South Morang VIC 3752

**Goods sold with the land** (general condition 6.3(f)) (*list or attach schedule*): All fixtures and fittings of a permanent nature as inspected.

**Exclusion lists : N/A**

**Payment**

Price \$ \_\_\_\_\_

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

Balance \$ \_\_\_\_\_ payable at settlement

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

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

**is due on**

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision or occupancy permit is issued.

**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 1.1.

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

- a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on ..... / ..... /20.....
- OR
- a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)

**Loan** (general condition 20): NOT APPLICABLE AT AUCTION

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_

Approval date: \_\_\_\_\_

## Building report - NOT APPLICABLE AT AUCTION

- General condition 21 applies only if the box is checked

## Pest report – NOT APPLICABLE AT AUCTION

- General condition 22 applies only if the box is checked

## Special Conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

### Special condition 1 – Payment

General condition 14 is replaced with the following:

#### 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 purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 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.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

### Special condition 2 – Acceptance of title

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

### Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

**Special condition 4 – Electronic conveyancing**

5.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

5.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

5.3 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*.

5.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

5.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

5.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

5.8 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.

5.9 The vendor must before settlement:

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

**Special condition 5 – Condition of the Property**

6.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or 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 Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

6.2 The property and any chattels are sold:

- (a) In their present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) Subject to all easements, covenants, leases, appurtenant easements and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation there to.

6.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

6.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

6.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

6.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of

those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or 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. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

**Special condition 6 – Deposit**

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

**Special condition 7 – Loan**

The purchaser acknowledge that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative \$110 at the settlement for each request.

**Special condition 8 - Plan of Subdivision**

1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
2. The Vendor shall as it own cost and expense procure registration of the Plan of Subdivision.
3. If the Plan of Subdivision is not registered within 48 months after the day of sale, the Purchaser may after the expiration of that 18 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.

**Special condition 9 - Nomination**

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

The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

**Special condition 10 – Rescheduled Settlement**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 at the settlement for each request.

**Special condition 11 - Owners Corporate Certificate to be provided**

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to request, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

**Special condition 12 - Re-sale Deed**

For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) will be required to enter into a Re-Sale Deed prior to settlement date. The Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to;

- a) Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.
- b) Execute the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

**Special condition 13 - Builder Warranty Insurance/ Domestic Building Insurance**

1. The buyers acknowledge this property does not have any builder warranty insurance for the built or renovations.
2. The buyer is agreeable to waive all his/her rights to request builder warranty insurance from the vendor.
3. The buyer agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to building warranty insurance.

**Special condition 14 - No Warranty , representation or guarantee**

1. The Vendor does not guarantee or make any representations about whether the work performed requires permits. The Purchaser acknowledges that it is solely their responsibility to determine whether permits or approvals are necessary for the work completed, as outlined in the Owner Building Warranty Report. The Vendor further states their belief that the work carried out by their contractor does not require a building permit nor a builder warranty insurance.
2. The Purchaser also acknowledges that the Vendor makes no representations or warranties concerning the compliance of the work with any legal or regulatory requirements, including but not limited to building codes, zoning laws, or safety standards.

**Special condition 15 - Indemnity by Purchaser**

The Purchaser agrees to indemnify and hold the Vendor harmless from any claims, costs, liabilities, or damages that may arise after settlement regarding the necessity of permits or warranty insurance for the work performed. This includes any costs the Purchaser incurs in obtaining permits or addressing any issues of non-compliance with legal or regulatory requirements.

1) The Purchaser will not have the right to:

- a. Claim any compensation, damages, or costs related to the work performed on the Property;
- b. Pursue any legal remedy against the Vendor for the performance of the work, including claims of breach of contract, misrepresentation, or any other legal action related to non-compliance (if any) with permit or regulatory requirements;
- c. Cancel or rescind this contract, in whole or in part, based on the Vendor's disclosure about the uncertainty of permit requirements for the work;
- d. Delay settlement due to any condition of the fixtures or fitting as the property is bought as is.

2) The Vendor is under no obligation to assist the Purchaser in obtaining permits, regulatory approvals, or insurance for any work performed on the Property prior to settlement, nor in rectifying any issues related to such work. The Purchaser agrees to cover all associated costs (if any).

The indemnity provisions in this agreement shall remain in effect after settlement and continue indefinitely, even after the transfer of the Property title to the Purchaser.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(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 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
  - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
  - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

### 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

## 16. BANK GUARANTEE

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

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
  - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

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

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

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

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

19.7 In this general condition:

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

## 20. LOAN

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

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

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

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

## 21. BUILDING REPORT

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

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

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

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

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

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

## 22. PEST REPORT

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

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

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

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

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

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

## 23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

#### 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

#### 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

---

## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

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

26.4 Any unfulfilled obligation will not merge on settlement.

## 27. SERVICE

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

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

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

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

## 28. NOTICES

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

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

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

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

### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

---

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

### 35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
- 

INFORMATION ONLY

**GUARANTEE and INDEMNITY**

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

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

being the **Sole Director / Directors** of ..... of  
..... (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: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) 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 ..... 2025

SIGNED by the said )

)

Print Name: )

)

.....

.....  
Director (Sign)

in the presence of: )

)

Witness: )

)

.....

**VENDOR FACT CHECKLIST**

The Vendor makes the following additional disclosure under the Contract of Sale.

	Yes	No	Vendor does not have any knowledge
Are you the owner of the structures on the property and the goods to be included in the intended sale?	X		Fitted goods
Are there any unrectified defect(s) in the structure of any building on the property?		X	
Are all the appliances, fixtures and fittings in the property in working order?			
Are there any electrical, gas or plumbing systems on the property that remain unrectified after being assessed as unsafe by a qualified person?		X	
Is there an active pest infestation affecting the structures on the property? The Purchaser should organise its own building and pest inspection report.		X	
Is there unrectified damage from a pest infestation affecting structures on the property? The Purchaser should organise its own building and pest inspection report.		X	
Is there any asbestos on the property, including in the structures on the property?		X	
If yes, is any of the asbestos in friable form?			
Do any of the cladding on structures on the property consist of expanded polystyrene or aluminium composite panels?			X
Is access to the property (including vehicle access) via an unregistered easement?		X	
Are there any restriction(s) on vehicle access to the property (such as a truck curfew or weight limits)?		X	
Are there any on-street parking restrictions on streets adjacent to the property? The Purchaser should make its own queries.		X	
Do any structures on the property have weight limits?		X	
Is the property on a commercial flight path?			X

Is the property subject to loud intermittent noises such as defence force training, quarry explosions or car races?		X	
Has the property been used for the manufacturing of substances (such as methylamphetamine)?		X	
Has the property been used for the storage of toxic substances that exceed what might be required for domestic purposes?		X	
Has the property been used for the sale of illegal substances?		X	
Has the property been used as a brothel?		X	
Has the property been occupied by person(s) who have been convicted of drug trafficking or violence offence(s)?		X	
Do any registered sex offenders reside nearby?			X
Have police ever been called regarding the behaviour of the occupants of nearby properties?		X	
Is any neighbouring property owned or leased by the state government?			X
Is any neighbouring property owned or leased by a community housing group?			X
Does any neighbouring property contain a registered rooming house?		X	
Is any neighbouring property used for a noxious industry?		X	
Is the property subject to offensive odours?		X	
Is the property contaminated by toxic chemicals?		X	
Does the property contain any lead-based paint?		X	
Has the property or neighbouring properties been used for firefighter training using hazardous materials?		X	
Is there any Owners Corporation upcoming levy but is not included in the Owners Corporation Certificate?		X	
Has there been a significant event at the property, including a flood, or a bushfire?		X	
Has there been history of pesticide use in the event the property had been used for horticulture or other agricultural purposes,		X	

# Vendor Statement

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

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

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

<b>Land</b>	17 YELLOWSTONE STREET, SOUTH MORANG VIC 3752
-------------	--

Vendor's name	JOSEPH GEORGE BRADY	Date	/ /
Vendor's signature	_____		
Vendor's name	LYNETTE ROBYN BRADY	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

# 1. FINANCIAL MATTERS

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

(a)  Their total does not exceed: \$5,000.00

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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

### 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:

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Are contained in the attached certificate

## 6. OWNERS CORPORATION

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

6.1  Attached is a current owners corporation 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.

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

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INFORMATION ONLY

# 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 2

VOLUME 12510 FOLIO 157

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Produced 10/04/2025 10:22 AM

**LAND DESCRIPTION**

Lot 177 on Plan of Subdivision 807636E.  
PARENT TITLE Volume 12265 Folio 139  
Created by instrument PS807636E/D17 26/10/2023

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
JOSEPH GEORGE BRADY  
LYNETTE ROBYN BRADY both of 17 YELLOWSTONE STREET SOUTH MORANG VIC 3752  
AY056822L 31/05/2024

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AY291602M 09/08/2024  
COMMONWEALTH BANK OF AUSTRALIA

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AQ646373U 18/01/2018

AGREEMENT Section 173 Planning and Environment Act 1987  
AQ853666X 23/03/2018  
AMENDMENT OF AGREEMENT AT483679X 04/08/2020

**DIAGRAM LOCATION**

SEE PS807636E 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: 17 YELLOWSTONE STREET SOUTH MORANG VIC 3752

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 09/08/2024

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

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**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS807636E  
OWNERS CORPORATION 2 PLAN NO. PS807636E

DOCUMENT END

INFORMATION ONLY

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

Section 181 Planning and Environment Act 1987

**AQ646373U**

18/01/2018 \$94.60 173



## Form 21

Lodged by:

Name: MADDOCKS  
 Phone: 03 9258 3555  
 Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008  
 Ref: TGM:7295596  
 Customer Code: 1167E

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

Land: Volume 11369 Folio 621

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

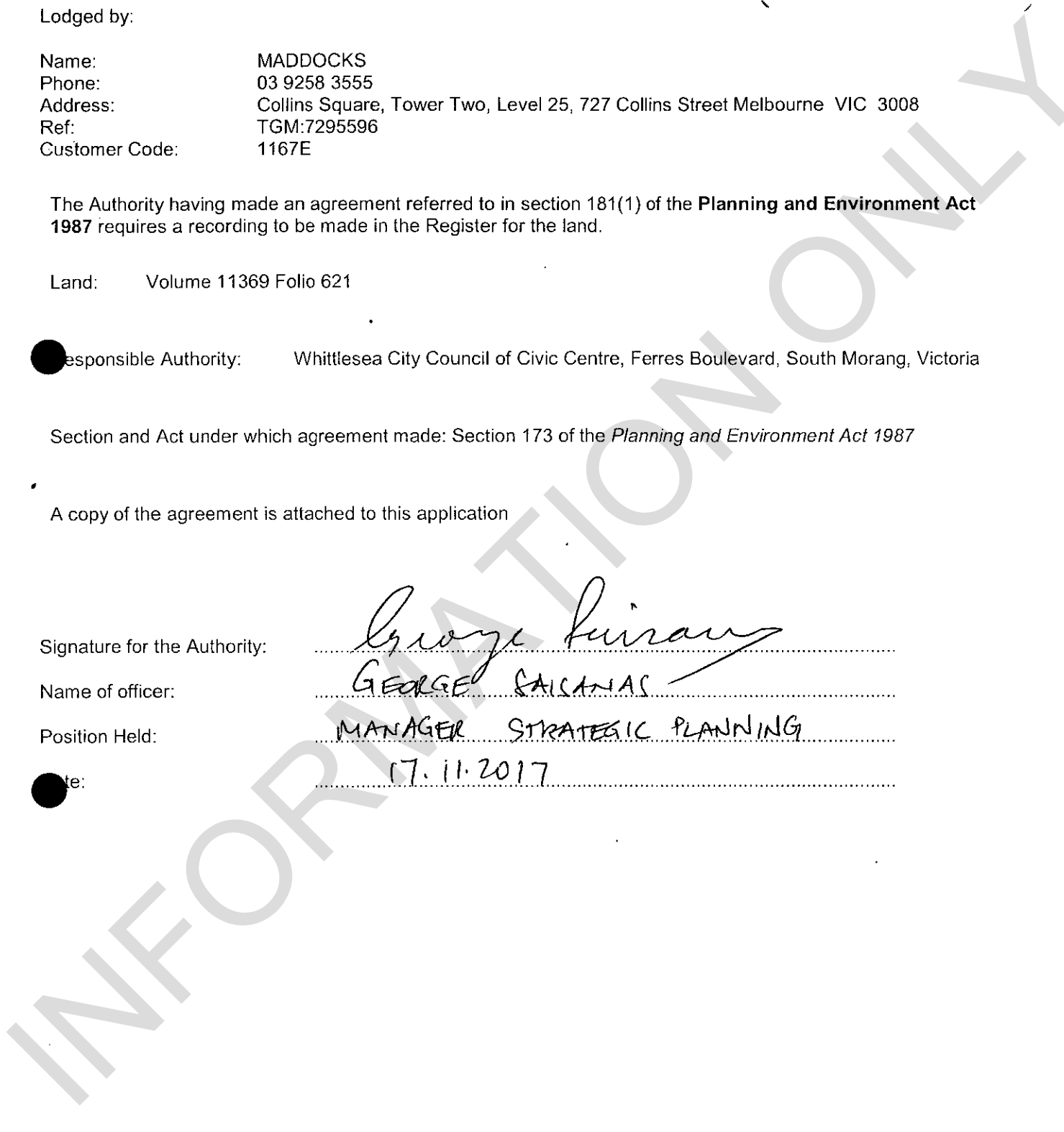
GEORGE SALSINAS

Position Held:

MANAGER STRATEGIC PLANNING

Date:

17.11.2017



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Date 17/11/2017

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

**Subject Land: 360 McDonalds Road, South Morang**

**Purpose: WIK Agreement**

**Whittlesea City Council**

and

**J & G Knowles and Associates Pty. Ltd. ACN 005 219 572**

and

**Canopi Homes 360 Pty. Ltd. ACN 616 580 646**

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Schedule 6..... 16

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# Agreement under section 173 of the Planning and Environment Act 1987

Dated / /2017

**AQ646373U**

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## Parties

Name	<b>Whittlesea City Council</b>
Address	Civic Centre, Ferris Boulevard South Morang, Victoria
Short name	<b>Council</b>
Name	<b>J &amp; G Knowles and Associates Pty. Ltd. ACN 005 219 572</b>
Address	346 South Road, East Hampton
Short name	<b>Knowles Group</b>
Name	<b>Canopi Homes 360 Pty. Ltd. ACN 616 580 646</b>
Address	25 Beaumaris Parade, Highett, Victoria 3190
Short name	<b>Owner</b>

## Background

- A. Council is the responsible authority for the Planning Scheme and enters into this Agreement in its capacity as the responsible authority.
- B. The Knowles Group is the registered proprietor of the Subject Land.
- C. The Knowles Group has sold the Subject Land to the Owner under the Contract.
- D. The Owner will be entitled to be the registered proprietor of the Subject Land upon settlement of the Contract.
- E. The Subject Land is currently affected by Development Plan Overlay Schedule 8 under the Planning Scheme. A Development Plan in respect of the Subject Land was approved by Council on 28 June 2017. The Owner has applied for one or more planning permits to use and develop the Subject Land generally in accordance with the Development Plan.
- F. Council proposes to amend the Planning Scheme by introducing Amendment C204. Amendment C204 will among other things apply a Development Contributions Plan Overlay to the Subject Land and incorporate a Development Contributions Plan into the Planning Scheme.
- G. The Owner has asked Council and Melbourne Water for permission to carry out the Infrastructure Projects which are funded by the Owner to the extent set out in this Agreement.

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- H. Council has agreed that if the Owner complies with this Agreement, Council will not apply a Development Contributions Levy to the Subject Land under the planning controls proposed by C204 on the basis that the Owner has agreed to carry out the Infrastructure Project under this Agreement.
- I. The Knowles Group consent to the Owner entering into this Agreement with Council.
- J. The Caveators have consented to the registration of this Agreement.

**The Parties agree:**

**AQ646373U**



**1. Definitions**

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this agreement and includes this Agreement as amended from time to time.

**Amendment C204** means proposed Amendment C204 to the Planning Scheme.

**Annexure** means an annexure to this Agreement.

**Approved Plans** means the Designs of the Infrastructure Project or any part of it approved by Council under clause 4.4 of this Agreement.

**Caveator** means the person who signs this Agreement as caveator.

**Certificate of Practical Completion** means a written certificate issued by Council for the Infrastructure Project stating that the Infrastructure Project or a specified part of it has been completed to the reasonable satisfaction of Council.

**Contract** means the contract of sale dated 23 December 2016 for the Subject Land entered into by the Knowles Group as vendor and the Owner as purchaser.

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Current Address** means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.
- for the Knowles Group, the address shown on page one of this Agreement or any other address provided by the Knowles Group to Council for any purpose relating to the Subject Land

**Current Email** means:

- the Council email address listed on Council's website; and

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- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.
- for the Knowles Group, any email address provided by the Knowles Group to Council for the express purpose of electronic communication regarding this Agreement

**Designs** means the detailed design and engineering plans and specifications of the Infrastructure Project approved by Council under clause 4.4.

**Development Contributions Levy** means a development contributions levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with a Development Contributions Plan.

**Development Contributions Plan** means any development contributions plan or infrastructure contributions plan within the meaning of Part 3AB and Part 3B of the Act which is incorporated into the Planning Scheme by Amendment C204 or any subsequent amendment to the Planning Scheme.

**Development Plan** means the approved development plan referred to in Recital E of this Agreement.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of a Planning Permit.

**GST Act** means the *New Tax System (Goods and Services Tax) Act 1999* (Cwth), as amended from time to time.

**Indexation** means an annual indexation on 1 July each year of an amount using the CPI as the indices.

**Infrastructure Project** means the Part A Works and the Part B Works.

**Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings (save and except for the pedestrian crossing on McDonalds Road, South Morang), and any required associated traffic control measures and devices together with the associated land.

**Maintenance Period** means the period specified in Schedule 6 for the Infrastructure Project commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

**Milestone** means the time specified at clauses 4.2.1 and 4.2.2.

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

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes Canopi Homes 360 Pty Ltd and any Mortgagee-in-possession but does not mean the Owner of a Residential Lot.

**Part A Works** means the works described as Part A works in the Scope of Works.

**Part B Works** means the works described s Part B works in the Scope of Works.

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**Part A Works in-lieu Amount** means the amount of \$193,000 (excluding GST) subject to Indexation.

**Part B Works in-lieu Amount** means the amount of \$557,000 (excluding GST) subject to Indexation.

**Party or Parties** means the Parties to this Agreement.

**Plan of Subdivision** means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

**Planning Permit** means any planning permit which is granted for the Subject Land from time to time.

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

**Residential Lot** means a lot created by subdivision of the Subject Land which, in the reasonable opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

**Schedule** means a schedule to this Agreement.

**Scope of Works** means the scope of works document at Annexure A.

**Stage** is a reference to a stage of subdivision of the Subject Land.

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

**Subject Land** means the land described in Schedule 5 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**Yan Yean Pipe Track Park** means the area within the red dashed line in the Pipehead Reserve Park – Context Plan attached as Annexure B.

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## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

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- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the obligations of the Owner and the Knowles Group take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

**3. Purposes and Reasons for Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 record the terms and conditions on which Council agrees to the Owner undertaking any Infrastructure Project in lieu of any future obligation to pay a Development Contributions Levy in respect of the Subject Land; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

**4. Delivery of the Infrastructure Project**

**4.1 Construction of Infrastructure Projects**

The Owner covenants and agrees that the Owner must construct the Infrastructure Project:

- 4.1.1 in accordance with this Agreement; and
- 4.1.2 in accordance with the Designs approved by Council under clause 4.4; and
- 4.1.3 prior to the Milestone, unless a later date is approved by Council in writing under clause 4.2; and
- 4.1.4 to the satisfaction of Council.

**4.2 Milestone for completion of Infrastructure Projects**

4.2.1 The Owner covenants and agrees that the Infrastructure Project must be commenced on the later of:

- (a) 3 months after the execution of this Agreement by each party;
- (b) within 9 months of the date of the approval of the Development Plan as described in Recital C of this Agreement, and;
- (c) the date on which Owner becomes entitled to be the registered proprietor of the Subject Land.

4.2.2 The Owner covenants and agrees that the Infrastructure Project must be completed within 6 months of the commencement of the Infrastructure Project.

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- 4.2.3 Council covenants and agrees with the Owner to extend the time periods referred to in clauses 4.2.1 and 4.2.2 by 6 months if before the expiry of the dates referred to in those clauses, the Owner asks Council in writing for an extension of time.
- 4.2.4 The Owner and Council agree that if the Owner fails to complete the Infrastructure Project under this Agreement before the Milestone or any extended Milestone under clause 4.2.2 or 4.2.3 Council may complete the Infrastructure Project and recover the cost of completing the Infrastructure Project from the Owner as a debt in a court of competent jurisdiction.
- 4.2.5 If in the event the Owner fails to complete the Infrastructure Project under this Agreement and Council exercises its rights under clause 4.2.4, Council may provide a notice in writing to the Owner requiring payment of the costs specified in the said notice.
- 4.2.6 If the Owner or the Knowles Group receive a notice under clause 4.2.5 then provided:
  - (a) the notice contains details of the costs claimed; and
  - (b) the details of the costs claimed is prepared by a quantity surveyor –the Owner must pay the amount specified in the notice plus any GST due on the amount within 14 days.

**4.3 Obligation to complete Infrastructure Projects once commenced**

The Owner covenants and agrees that the Owner must undertake the whole of the Infrastructure Project regardless of whether the total cost of completing the Part A Works or the Part B Works exceeds the amount of the Part A Works in-lieu Amount or the Part B Works in-lieu Amount as the case may be.

**4.4 Design of Infrastructure Projects**

The Owner covenants and agrees that:

- 4.4.1 the Owner must, at the full cost of the Owner, prepare the Designs of the Infrastructure Project and submit the Designs to Council and any other relevant authorities for approval;
- 4.4.2 the Designs must be generally in accordance with the Scope of Works;
- 4.4.3 approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans; and
- 4.4.4 save for the consent of Melbourne Water which Council is responsible for obtaining, the Owner must obtain all necessary permits and approvals for the Infrastructure Project.

**4.5 Variation of Approved Plans**

The Owner covenants and agrees that upon the approval by Council of the Designs there will be no further variations to the Approved Plans without the prior written consent of Council, which cannot be unreasonably withheld.

**5. Failure to obtain approval**

The Owner agrees that if Melbourne Water fails to consent to the Owner undertaking the Infrastructure Project or any part of it, then the Owner must pay to Council:

- 5.1 the Part A Works in-lieu Amount; and
- 5.2 the Part B Works in-lieu Amount –  
before 15 July 2019.

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**6. Certificate of Practical Completion**

**6.1 Certificate of Practical Completion**

Council agrees that it will issue a Certificate of Practical Completion for the Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement, has been completed to the reasonable satisfaction of Council in accordance with this Agreement.

**6.2 Standard of work**

The Owner covenants and agrees that in addition to any other requirement in this Agreement, all work for the Infrastructure Project must:

- 6.2.1 substantially accord with the Designs unless otherwise agreed in writing by Council;
- 6.2.2 be structurally sound, fit for purpose and suitable for its intended use;
- 6.2.3 comprise best industry practice to the extent required by the Designs;
- 6.2.4 not encroach upon any land other than the land shown in the Designs; and
- 6.2.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as development agency.

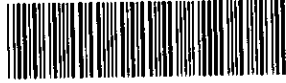
**6.3 Construction Procedures**

The Parties agree that:

- 6.3.1 upon the completion of the Infrastructure Project or any stage of it, the Owner must notify Council and any other relevant authority of the completion of the Infrastructure Project;
- 6.3.2 within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council and any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion;
- 6.3.3 if Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
  - (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
  - (b) what must be done to satisfactorily complete the Infrastructure Project.

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- 6.3.4 Council may, notwithstanding a minor non-compliance, determine to issue a Certificate of Practical Completion if Council is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed by a further agreement to its reasonable satisfaction;
- 6.3.5 before accessing land owned by Council or a third party for the purpose of constructing the Infrastructure Project or undertaking any maintenance or repair of defects in respect of an Infrastructure Project, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:
  - (a) consent of the owner of land to access such land; and
  - (b) satisfied any condition of such consent;
- 6.3.6 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable the Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

**6.4 Obligations following Certificate of Practical Completion**

Following the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner:

- 6.4.1 must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
- 6.4.2 must provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 6.4.3 is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the reasonable satisfaction of Council until the end of the Maintenance Period.

---

**7. Localised Infrastructure**

The Parties acknowledge and agree that other than as specifically set out in this Agreement:

- 7.1 this Agreement does not relate to Localised Infrastructure; and
- 7.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

---

**8. Council obligations**

- 8.1 Council agrees that subject to the performance by the Owner of the obligations in this Agreement, Council will not apply a Development Contributions Levy to the Subject Land.
- 8.2 Council will use its best endeavours to procure the written consent of Melbourne Water to the Owner carrying out the Infrastructure Project.



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8.3 If the Owner is required to pay the amounts to Council specified in clause 5 then Council must use those amounts for works that have a reasonable nexus to the Subject Land and the works must be commenced within the next budget year.

**9. Further obligations of the Parties**

**9.1 Notice and registration**

The Owner covenants and agrees that the Owner and the Knowles Group must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

**9.2 Further actions**

The Owner and the Knowles Group jointly and severally covenant and agree that the Owner and the Knowles Group:

- 9.2.1 must do all things necessary to give effect to this Agreement;
- 9.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 9.2.3 agrees to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

**9.3 Council's costs to be paid**

The Owner covenants and agrees that the Owner must pay to Council within 14 days after a written request for payment, Council's reasonable costs and expenses (including legal expenses) relating to this Agreement, including:

- 9.3.1 drafting, finalising, signing, and recording this Agreement;
- 9.3.2 drafting, finalising and recording any amendment to this Agreement; and
- 9.3.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

**9.4 Interest for overdue money**

The Owner agrees that:

- 9.4.1 the Owner must pay to Council interest at the rate applied under section 172 of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.
- 9.4.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

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**10. Agreement under section 173 of the Act**

The Parties agree that without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

---

**11. Owner's warranties**

11.1 The Owner warrants to the best of its knowledge that apart from the Owner, the Knowles Group and any other person who the Owner has disclosed to Council has an interest in the Subject Land, 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.

---

**12. Successors in title**

The Owner jointly and severally covenant and agree that until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner and the Knowles Group must require successors in title to:

- 12.1 give effect to this Agreement; and
- 12.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

**13. General matters**

**13.1 Notices**

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

- 13.1.1 personally on the other Party;
- 13.1.2 by leaving it at the other Party's Current Address;
- 13.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 13.1.4 by email to the other Party's Current Email.

**13.2 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**13.3 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

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**13.4 No fettering of Council's powers**

The Owner acknowledges agrees that this Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

**13.5 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**13.6 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

**13.7 Governing law**

The Parties agree that this Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

**14. GST**

14.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

14.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

14.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 14.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

14.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 14.3.

---

**15. Commencement of Agreement**

This Agreement commences on the date of this Agreement.

---

**16. Ending of Agreement**

16.1 This Agreement ends:

16.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or

16.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

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- 16.2 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 16.3 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 16.4 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

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## Schedule 1

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## Schedule 2

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## Schedule 3

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## Schedule 4

**Amount of Bank Guarantee: 5% of the Infrastructure Project Value identified in Schedule 2**

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## Schedule 5

- **Subject Land – 360 McDonalds Road, South Morang being the land more particularly described in Certificate of Title Volume 11369 Folio 621.**

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## Schedule 6

### Maintenance Period for Infrastructure Project

A period which commences on the issue of a Certificate of Practical Completion and comprises two summer seasons and ends on 31 May after the second summer season.

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# Signing Page

Signed, sealed and delivered as a deed by the Parties.

**AQ646373U**

18/01/2018 \$94.60 173



The Common Seal of Whittlesea City Council is affixed in the presence of: ) ) )

*George Saisanas*

Delegate

MANAGER STRATEGIC PLANNING

GEORGE SAISANAS

Delegate



Executed by **Caropi Homes 360 Pty. Ltd. ACN 616 580 646** in accordance with s 127(1) of the Corporations Act 2001.

*a.*

Signature of Sole Director and Sole Company Secretary

CAMERON PERRY ALDERSON

Print full name

Executed by **J & G Knowles and Associates Pty. Ltd. ACN 005 219 572** in accordance with section 127 of the Corporations Act 2001 (Cth): ) ) )

*John Warner Knowles*

Director

John Warner Knowles

(Print) Full Name

*Ian Edwards Ball*

Director/Secretary

Ian Edwards Ball

(Print) Full Name



Maddocks

**Caveator Consent**

**Canopi Homes 360 Pty Ltd ACN 616 580 646** as Caveator in instrument number AN440222R consents to the recording of this Agreement on the certificate of title to the Subject Land.

Executed by **Canopi Homes 360 Pty. Ltd.** )  
**ACN 616 580 646** in accordance with s 127(1) )  
of the *Corporations Act 2001* by authority of its  
*directors.*

.....

Signature of Sole Director and Sole  
Company Secretary

**CAMERON PERRY ALDERSON**

.....

Print full name

**AQ646373U**

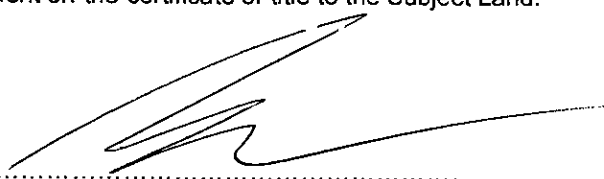
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**Caveator Consent**

**Telstra Corporation Ltd** as Caveator in instrument number AM285436R consents to the recording of this Agreement on the certificate of title to the Subject Land.



Robert Cole for and on behalf of the Australian Government Solicitor being the solicitors acting for Telstra Corporation Limited.

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### Annexure "A"

**AQ646373U**

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Dennis, Price + Miles Pty. Ltd.  
22 Business Park Drive  
NOTTING HILL VIC 3168

t (03) 9538 5000  
f (03) 9538 5050

Email: consulting@dpmvic.com  
Web: www.dpmvic.com.au

ABN: 47 006 550 803  
ACN: 006 550 803

**YAN YEAN PIPE TRACK PARK**  
**COST ESTIMATE 13<sup>th</sup> June 2017**

ITEM	DESCRIPTION OF WORK	AMOUNT \$
<b>GENERAL CONDITIONS &amp; SCOPE</b>		
<b>PART A: SHARED PATH</b>		
1.00	<b>General Preliminaries</b> To include site security fencing, setting out of the works OH&S plan and environmental management of the work site. Provision of suitable site facilities and as required by law	5,000.00
2.00	<b>Shared path</b> 50mm thick of 20mm class 3 C.R mechanically compacted 125mm thick N25 Concrete with SL72 mesh 50mm top cover mesh to have 50mm cover to all edges (refer Std dwg EDCM 401)	65,000.00
3.00	<b>Shared Path Lighting</b> Supply and install lighting to designated areas along path	35,000.00
4.00	<b>Vehicle Exclusion Barrier - Bollards</b> Supply and install Bollards as follows: a Removable timber bollards (as per CoW Std Dwg SDL.3.03) b Fixed timber bollards (as per CoW Std Dwg SDL.3.02)	8,000.00 30,000.00
5.00	<b>Consultant Fees</b> a Project Management b Quantity Surveyor and Superintendent c Civil engineer design d Landscape Architects e Arborist risk assessment and weed management plan	20,000.00 10,000.00 5,000.00 5,000.00 10,000.00
<b>PART A</b>		<b>193,000.00</b>

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**PART B: EMBELISHMENT OF OPEN SPACE**

**1.00 General Preliminaries**

To include site security fencing, setting out of the works  
 OH&S plan and environmental management of the work site.  
 Provision of suitable site facilities and as required by law 15,000.00

**2.00 Earthworks**

Clearing and grubbing, removal of all surface material  
 Excavation of site to design levels. Expose and protect  
 existing blue stone pitchers. Topsoil to be salvaged  
 and stockpiled at the direction of the superintendent  
 Excess spoil to be disposed off site. 50,000.00

**3.00 Paving & Surfaces**

- a Gravel Paths (1.5m width with 100mm depth) 20,000.00
- b Granitic Gravel (1.5m width with 100mm depth) 15,000.00
- c Supply & install rubberised concrete surfaces 20,000.00

**4.00 Edging**

- a Supply & install edging as detailed 1,000.00

**5.00 Tree Planting**

All trees to be supplied, transported and installed by the Contractor  
 Installation works include, preparation of tree holes, backfilling & topsoiling  
 mulching, HW Stakes, rails, ties and associated work as per details

- a Supply & install of semi-advanced trees. 300mm stock 10,000.00
- b Supply & install of semi-advanced trees. 45L stock 20,000.00

**6.00 Garden Bed / Drainage**

Supply and installation of the following works to establish the  
 feature garden beds

- a Place & spread 75mm depth mulch, as detailed and specified 5,000.00  
 (feature planting zones)

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**7.00 Shrub & Groundcover Planting**

Contractor to supply and install the following plants to garden beds  
beds as detailed.

- a Feature planting zones - 150mm Pots @ 4/m2 10,000.00

**8.00 Grassing**

The Contractor is to undertake the following works to achieve an even  
grass coverage to reserves as shown and detailed

- a Application of appropriate herbicide to remove weeds  
and pasture grass 1,500.00
- b Removal & disposal of necessary existing soil for grassing. 5,000.00  
Ripping & cultivation of existing topsoil to a depth of 150mm  
depth including amelioration as per soil test.
- c Supply and installation of Kikuyu instant turf 25,000.00

**9.00 Furniture**

- a Supply & install shelter 60,000.00
- b Supply and install bench seat 10,000.00
- c Supply & install picnic setting 10,000.00
- d Spiral bike hoops 10,000.00
- e Bins and drinking fountains 5,000.00

**10.00 Interpretative Water Feature / Public Art**

Supply all necessary materials to construct water feature(s) 50,000.00

**11.00 Interpretative Signage / Public Art**

Supply and install information sign inclusive of all posts and brackets 10,000.00

**12.00 Play Areas**

- A Supply and install play equipment 80,000.00
- B Provision for Playground Safety Audit following construction 2,500.00

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**13.00 Consultant Fees**

a	Project Management	45,000.00
b	Quantity Surveyor and Superintendent	25,000.00
c	Civil engineer design	16,000.00
d	Landscape Architects	15,000.00
e	Structural Engineering	4,000.00
f	Heritage consultant	12,000.00
g	Environmental consultant	5,000.00
h	Community consultation	5,000.00
<b>PART B</b>		<b>557,000.00</b>
<b>PART A</b>		<b>193,000.00</b>
<b>PART A and B</b>		<b>750,000.00</b>

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**Notes & Assumptions**

1. The scope of works listed is based on similar conceptual projects.
2. Assumptions have been made regarding the extent of works and quantity of works required to deliver the vision
3. The above costs is "an opinion of probable cost" (OPC). This must be used for discussion purposes only.
4. Changes to the scope are likely to occur once a detailed brief and designs are completed.
5. Rates used to calculate the OPC are from the Whittlesea municipality.
6. Due to no drawings or level information, volumes for detailed and bulk excavation have been assumed.
7. It has been assumed that all services are available and located at the title boundary line of the reserve.
8. No allowance has been made for the any existing bluestone pitcher replacement, once exposed and cleaned.
9. Costs are subject to rise and fall
10. Costs are subject to change once the scope has been confirmed and supporting documentation has been completed and approved.
11. All costs do not include GST

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**AQ646373U**



Dennis, Price + Miller Pty. Ltd.,  
22 Business Park Drive  
NOTTING HILL VIC 3168

t (03) 9538 5000  
f (03) 9538 5050

E-mail: [consulting@dpmvic.com.au](mailto:consulting@dpmvic.com.au)  
Web: [www.dpmvic.com.au](http://www.dpmvic.com.au)

ABN 47 006 550 803  
ACN 006 550 803

## YAN YEAN PIPE TRACK PARK

### SCOPE OF WORKS

---

#### General Landscape Works

The landscape work to be executed consists of but is not necessarily limited to:

#### Hardworks

- i. Removal of debris, spoil and builder's rubbish prior to commencing works
- ii. Subgrade preparation, forming and pouring of all reinforced concrete footings, formwork of all in-situ concrete works in accordance with drawings, details and specifications.
- iii. Excavation of material, subgrade preparation, forming, pouring and finishing all concrete paving.
- iv. Spreading and installation of resin bound aggregate
- v. Supply and installation of retaining walls, if applicable.
- vi. Complete supply and laying of pavers if applicable.
- vii. Spreading and compacting aggregate gravel paths
- viii. Trenching, laying and backfilling of agricultural pipe runs, including connections to storm water system.
- ix. Complete supply and installation of drainage cell and drainage pits
- x. Cultivation of sub grade beneath proposed garden beds prior to spreading imported topsoil
- xi. Purchase, delivery and storage of proprietary furniture in a manner which will protect them from damage or staining.
- xii. Prepare shop drawings, supply, fabricate and installation of custom designed structures in accordance with details and specifications.
- xiii. Complete supply and installation of all site furniture in accordance with the details and manufacturer's recommendations.
- xiv. Supply and application of all paints and stains in accordance with the drawings and specifications.
- xv. Construction of all elements in accordance with drawings and relevant Australian Standards to the satisfaction of the Superintendent.
- xvi. Removal of all construction debris generated during the course of work from the site, and disposal in an approved manner.
- xvii. Cleaning of all concrete, paving, timber and site furnishing surfaces to the satisfaction of the Superintendent.
- xviii. Attendance on defects liability period.

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**Softworks**

- i. Supply and spreading of imported topsoil
- ii. Amelioration of topsoil with compost and wetting agent as per this specification
- iii. Excavation and filling of tree pits with imported topsoil
- iv. Supply and placement of garden bed mulch as specified
- v. Supply and installation of planting works including shrubs, groundcovers and trees as detailed.
- vi. Supply and sowing of grass seed as specified.
- vii. Design & construct pop-up sprinkler irrigation system in accordance with this specification, including water meter installation(s) and electrical connection(s) to controller from the designated power source and rain sensors.
- viii. Complete supply and installation of all tree stakes, ties and temporary protective fencing to garden beds
- ix. Provision of initial mandatory maintenance programme and attendance of ongoing maintenance programmes.

**Samples**

The Contractor shall submit representative samples of each item as set out in the table below.

**Samples schedule**

Item	Quantity
Geotextile filter fabric	1 x 1m sheet or greater
Root barrier	1 x 1m sheet or greater
Plastic Lining to Rain gardens / swales	1 x 1m sheet or greater
Drainage Cell	500 x 500mm example
Concrete Pavements	1m x 1m laid panel of each different concrete type specified
Concrete Unit Pavers	1 no. unit of each paver type specified
Clay Brick Pavers	3no. unit of each paver type specified
Stone Pavers	6no. units of each paver type to confirm acceptable colour range
Stone for Walls	3no. units of stone
Stone Wall	2 x 2m section of wall that if approved may be incorporated into works
Masonry Blockwork Wall	2 x 2m section of wall that if approved may be incorporated into works
Bricks for Walls	3no. unit of each brick type specified
Brick Walls	2 x 2m section of wall that if approved may be incorporated into works
Boulders for placement	Photographs of proposed rocks
Rockwork Embankment	3 x 2 m length of embankment that if approved may be incorporated into works

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Mortar Additives	Receipt provided on request
Granitic Gravel	500g bag
Decorative Stone Aggregate	500g bag
Mortar / Grout	Dried sample of grouted joints to ascertain correct colour.
In-situ Concrete Cement Walling	1m x 1m section of wall that if approved may be incorporated into works
Render to Concrete wall	1m x 1m section of wall rendered that if approved may be incorporated into works
Resin Bound Aggregate	Biscuit of each type of bound aggregate specified – min. size 100mm dia
Chip Seal	500g bag of aggregate and inspection of initial 5m section of works that if approved may be incorporated into works - prior to completion of whole.
Wetpour Rubber	Bag of Rubber granules of each colour specified
Timber	1m length of each of the following timbers: hard wood timber decking board, hardwood timber handrail, hardwood timber seat baton, hardwood timber paling to fence
Tree Protection Fence	Inspection of 1no. installed example
Steel fence	1m length of steel fence
Custom design steel feature	1no. full size proto - type
Welds or Connection of Steel	300mm length of proposed weld, 1no. of example of fitting attached to indicative material
Hazard Warning Tactiles	1no. individual tactile
Stair Nosing	100mm length of stair nosing
Skate Deterrent	1no. example of skate deterrent
Trees (45L and above)	Trees will be inspected and approved / rejected at nursery prior to delivery to site. In the event of rejection the contractor shall locate alternate trees and arrange for inspection at nursery prior to delivery to site.
Shrubs, groundcovers and wetland plants	1no. example of each individual plant and 1no. example of each specified plant size brought to Tract Consultants Office for inspection and photographic record. Samples may be incorporated into works.
Grass Seed	Data sheet indicating seed species and age of seed stock
Fertiliser	Data sheet indicating product name and product composition

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Stone mulch	500g bag
Organic mulch	500g bag
Imported Topsoil	500g bag and Laboratory analysis
Lightweight Podium Soil – Hydrocell 40	500g bag and Laboratory analysis
Compost	500g bag and data sheet providing origin and analysis
Filter material for Rain gardens	500g bag and laboratory analysis including rate of hydraulic conductivity
Transitional material for Rain gardens	500g bag and laboratory analysis including rate of hydraulic conductivity
Drainage material for Rain gardens	500g bag and laboratory analysis including rate of hydraulic conductivity
Timber Stain	Less noticeable area of timber stained prior to staining of all timber
Paint	500mm length of like material coated with paint
Anti-Graffiti Barrier	Section of like material to be coated with barrier

Equipment or materials installed or furnished without prior approval by the Superintendent may be rejected, and the Contractor required to remove such materials from the site at his own expense.

The approved moveable samples are to be kept on site in a secure location and be available for reference.

If samples are not approved the Contractor shall re-submit the sample at his own expense until approval is granted by the Superintendent.

Approval of any samples indicates that the product meets the requirements of the Drawings or Specifications on the basis of the information submitted. If, in the opinion of the Superintendent, information provided by the Contractor later proves to be inaccurate or false, approval for the sample shall be rescinded. All works completed with that sample shall be removed from site at the Contractor's expense and a new sample resubmitted.

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### Hold Points

Do not commence work or proceed to the next stage of work before inspection and approval of the following hold points:

- i. Confirmation of all samples in Samples Schedule.
- ii. Inspection of drainage trenches and pipe runs prior to backfilling
- iii. Inspection of paving substrates
- iv. Inspection of 1m x 1m section of laid paving units to approve bond
- v. Inspection of reinforcing placement to concrete works
- vi. Inspection of boxing to in-situ concrete works – paving, walls, structures
- vii. Inspection of root barrier and drainage cell prior to installation of soil
- viii. Inspection of boulder placement
- ix. Inspection of at least one excavated tree pit and garden bed
- x. Inspection of set out of plant and tree groupings prior to planting
- xi. Inspection of prepared areas to be grassed prior to sowing or laying of turf
- xii. Prior to inundation of wetlands

The Contractor must provide written notice to the Superintendent a minimum of forty-eight (48) hours (clear of any Saturday, Sunday, Public or Statutory Holidays) before attendance on site will be required.

### Shop Drawings

The Contractor shall arrange for the preparation of Shop Drawings for required components, which shall include, and have taken into consideration the following:

- i. Provision in the construction programme for the production and distribution of shop drawings.
- ii. Take and confirm dimensions on site, before preparing Shop Drawings where necessary.
- iii. Develop details not shown in the conformity with the indicative details shown. Verify relevant dimensions and dimension shop drawings so that the items or components fit accurately into the required positions on-site.

Shop Drawings shall show the following information where appropriate to the items:

- i. Layout (sections, plan and elevation of complete assembly).
- ii. Full size section of members.
- iii. Methods of assembly, type and location of exposed screws.
- iv. Methods of installation, including fixings, fasteners, joinery, anchorage, flashings and accessories.
- v. Provision for expansion (thermal).
- vi. Seismic consideration where appropriate.
- vii. Junctions and trim to adjoining surfaces.
- viii. Setting diagrams and full-scale templates of blocking, anchorages, sleeves and bolts installed by others.

The Contractor shall ensure that shop drawings conform with the requirements of the Supplementary Conditions of Contract.

The Contractor shall submit shop drawings to the Superintendent for review and approval. If amendments are required, the drawings will be marked-up and returned to the Contractor for amendments. This process may be repeated until the Superintendent considers that the shop drawings meet the requirements of the drawings and specifications.

When the shop drawings are satisfactory, they will be formally approved (in writing) by the Superintendent. The Contractor shall provide copies as required to the Manufacturers or Sub-contractors.

Acceptance of shop drawings shall imply only that the Contractor's interpretations of the relevant requirements of the Contract are generally correct, but shall in no way relieve the Contractor of their obligations under the Contract to construct and complete the Works correctly and accurately.

Do not order, manufacture, assemble or supply items or components needed according to requirements of shop drawings until the Superintendent approves the applicable Drawings.

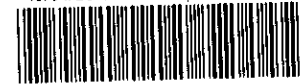
Contract Drawings and details provided are indicative as to general and minimum requirements, and do not show all conditions. Develop details not shown and in conformity with the indicative details shown.

The Contractor shall provide shop drawings and receive approval of shop drawings of the following items prior to manufacturer:

- i. Custom Design Timber Seat
- ii. Custom Design Timber Boardwalk
- iii. Custom Design Pedestrian Bridge
- iv. Custom Design Shelter
- v. Custom Design Arbour
- vi. Concrete Retaining Walls
- vii. Pre-Cast Concrete seat units
- viii. Pre-Cast Concrete Planters
- ix. Pre- Cast Concrete BBQ Bench top
- x. Irrigation System
- xi. Water feature

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#### **Plant Provenance**

The Contractor shall submit certificates of plant species Provenance, and their delivery dockets shall be provided for all plant species and plant material installed. This shall specify quantity, plant species, size and be from a local propagator.

#### **Plant Material, Tree Samples, and Tree Suppliers**

Acceptance of trees at nursery and viewing of shrub and groundcover samples does not remove the right of the Superintendent to later reject individual or groups of plants and trees on site that are deemed by the Superintendent to be sub-standard, for any reason whatsoever.

The Contractor shall replace, at no additional cost, plants and trees rejected as unsuitable for use, including plants or trees rendered unsuitable by the process of examination (e.g. for root condition).

The Contractor is responsible for the supply, installation and maintenance of all trees and plants in line with this Specification.

The following Tree Suppliers have demonstrated an ability to supply trees of quality, form and health, and are the preferred suppliers for this contract.

- i. Supplier One  
Ph:  
E:

**AQ646373U**

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- ii. Supplier Two  
Ph:  
E:

Note- Upon submission of tender please provide in your cover sheet all details of trees quoted, this must include pot size, height, calliper, supplier and location where trees are being held. If the specified stock cannot be sourced larger stock must be priced and noted in the cover letter. Failure to supply stock which meets the minimum specified standard will result in larger stock being installed, with costs borne solely by the contractor.

**Ordering**

Within 14 days of the date of award of landscape work, furnish proof of ordering the required materials including plant materials, and advise immediately if any supply difficulties are encountered. No extension of time will be granted if any material or product is not available because of late ordering.

**Delivery, Handling and Storage**

All plant material must be protected from the adverse effects of the elements during handling, transport and storage. During transport, protection from buffeting wind will be provided in the form of framed tarpaulin covers, or enclosed sided vehicles. Plants shall be handled with care to prevent damage to root balls or superstructure. Upon delivery to site, all plant material must be planted and watered within 48 hours.

The Contractor shall be responsible for all losses and damage to all construction materials from the time of collection/delivery, for any reason whatsoever for the duration of the contract period.

The Contractor shall be responsible for damage to plants and garden beds areas consequent to their activities during the entire Construction and Maintenance Period.

The Contractor shall replace or make good, to the satisfaction of the Superintendent, all plant losses and damage occurring during the Maintenance Period.

All landscape materials shall be scheduled for delivery in batches as required for the construction programme and in accordance with the advanced stock procurement specification to avoid double handling on site. Storage on site will be to the approval, and at a location to be nominated by, the Superintendent.

**Use of Old Growth Forest Timber and Sustainably Sourced Timber**

It is prohibited to use timber sourced from an Australian old growth forest, or land adjacent to old growth forest, constituting an old growth forest buffer area, as defined by the Department of Natural Resources and Environment or other relevant Victorian Government Department. It is also prohibited to use old growth timbers sourced from any overseas country.

Any timber used within this project shall be sustainably sourced. For the purposes of this project, sustainably sourced timber shall be either plantation grown timber, or timber approved by the FSC (Forest Stewardship Council), AFCS (Australian Forest Certification Scheme), PEFC (Programme for Endorsement of Forest Certification), or shall have taken less than 50 years to have grown. If requested the Contractor shall provide relevant certification to the satisfaction of the Superintendent.

**Maintenance**

The Contractor shall be responsible for the satisfactory maintenance of all landscape works, whether hard or soft landscape, and parts thereof from the date of Practical Completion prior to the issuance of the Final Certificate.

Refer to the Soft Landscape section of this specification for Maintenance Requirements, including watering.

**As Built Drawings**

During construction, keep accurate as-built records of sizes, locations and depths of footings, drainage pipes and ducts, including junctions, changes in direction, fittings, access points, sumps, and irrigation system components.

Before Landscape Practical Completion, submit the as-built drawings in a clean, legible and accurately dimensioned form and at a recognised scale.

**Completion of Defects Liability Period- Landscape Works**

At the expiration of the Landscape Defects Liability Period and any extension of time occasioned by necessary restoration work, remove all resulting debris and other deleterious matter and leave the project in a clean and tidy state.

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## Annexure "B"

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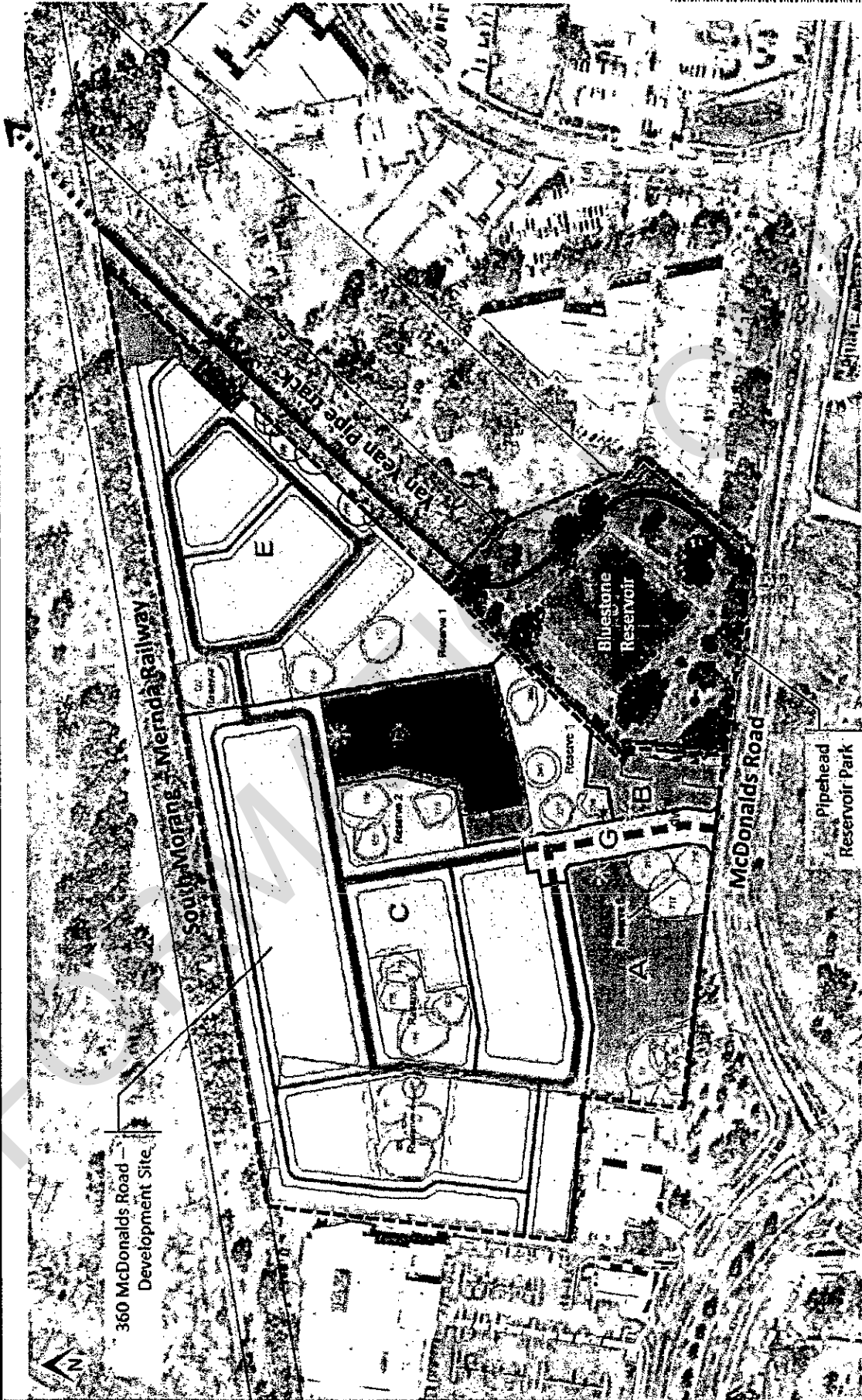
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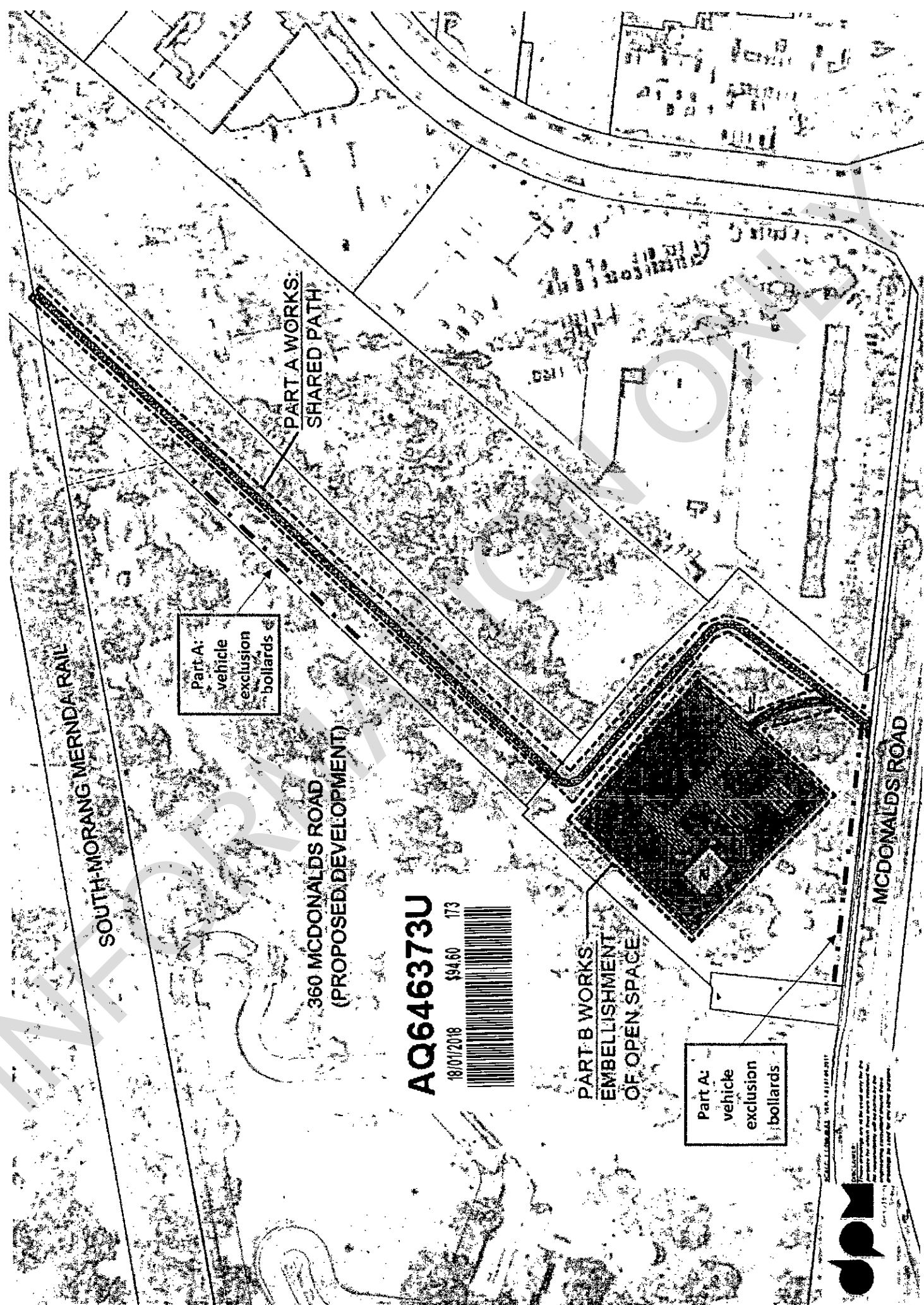
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PLAN: PRP - Plan | VER: 1.0 | 29.05.17 | J. MATHIOS

Pipehead Reservoir Park - Context Plan





SOUTH-MORANG MERNDA RAIL

PART A WORKS:  
SHARED PATH

Part A:  
vehicle  
exclusion  
bollards

360 MCDONALDS ROAD  
(PROPOSED DEVELOPMENT)

**AQ646373U**

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PART B WORKS:  
EMBELLISHMENT  
OF OPEN SPACE

Part A:  
vehicle  
exclusion  
bollards

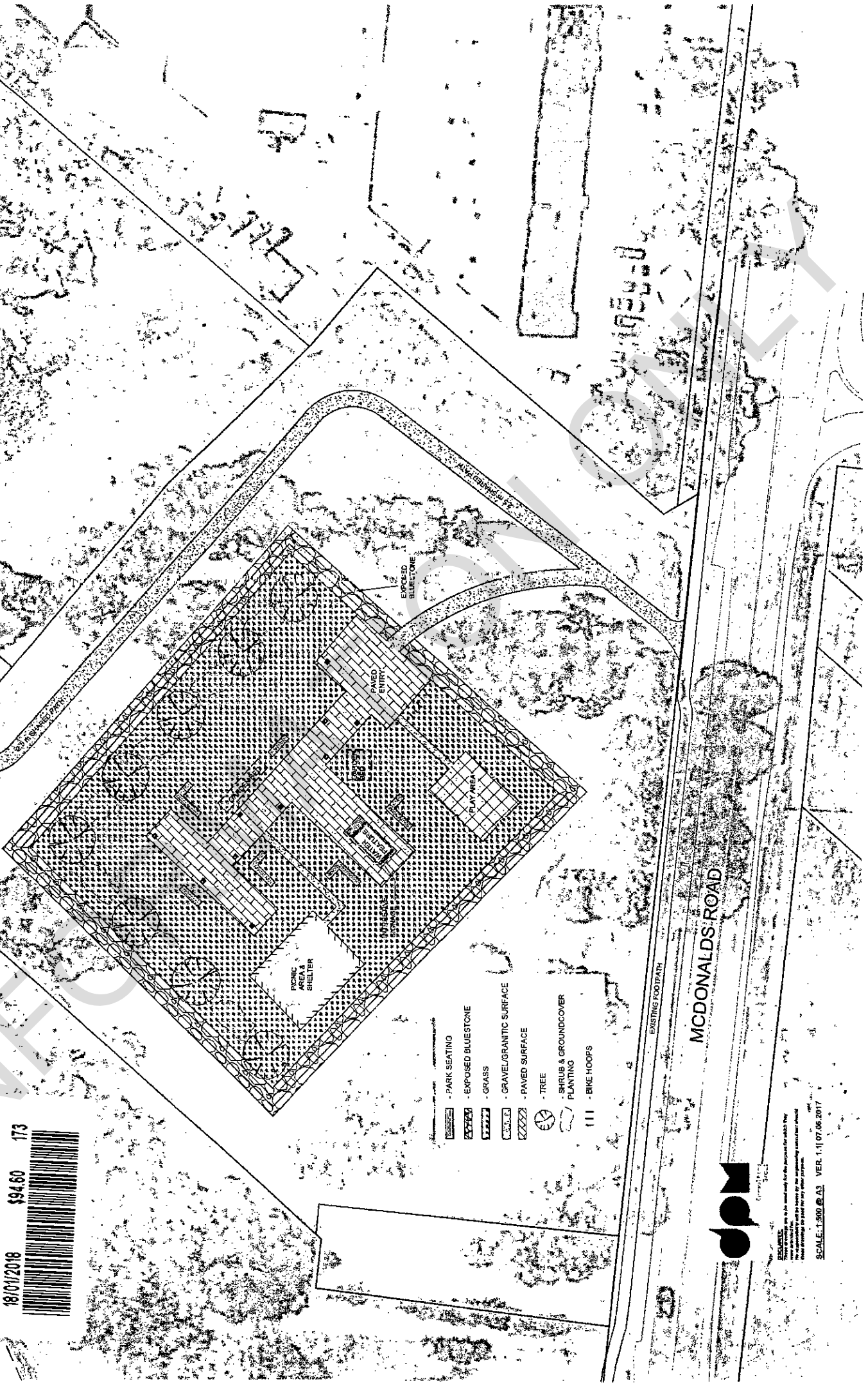
MCDONALDS ROAD



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- PARK SEATING
- EXPOSED BLUESTONE
- GRASS
- GRAVEL/GRANITIC SURFACE
- PAVED SURFACE
- TREE
- SHRUB & GROUND COVER PLANTING
- BIKE HOOPS

MCDONALDS ROAD



EXPLANES:  
 This drawing is to be used only for the projects for which they are intended. It is not to be used for any other purpose. The user assumes all liability for any use of this drawing for any other purpose.

SCALE: 1:500 @ A3 VER. 1:| 07.06.2017

# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AQ853666X</b>
Number of Pages (excluding this cover sheet)	<b>14</b>
Document Assembled	<b>10/04/2025 10:22</b>

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

Section 181 Planning and Environment Act 1987

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**AQ853666X**

23/03/2018 \$94.60 173  


Lodged by:

Name: MADDOCKS  
Phone: 03 9258 3555  
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008  
Ref: TGM:OXO:7355441  
Customer Code: 1167E

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

Land: Volume 11369 Folio 621

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

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

A copy of the agreement is attached to this application

## Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing:  Representing another

Signer Name: M. MARSHAN

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

**AQ853666X**

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**Certifications**

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of: Whittlesea City Council

Signer Name: M. Marshall

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Signature: [Handwritten Signature]

Execution Date: 21 March 2018

INFORMATION ONLY



## Maddocks

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

# AQ853666X

23/03/2018 \$94.60 173



### Agreement under section 173 of the Planning and Environment Act 1987 Subject Land: 360 McDonalds Road, South Morang

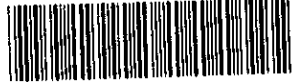
Whittlesea City Council  
and

Canopi Homes 360 Pty Ltd  
ACN 616 580 646

INFORMATION ONLY

**AQ853666X**

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as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Current Address** means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

- (a) for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Development Plan** means the development plan referred to as '360 McDonalds Road Development Plan 2017', approved 28 June 2017, or any subsequent approved plan or strategy affecting the Subject Land, as amended from time to time.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan forming part of the Planning Permit.

**Estimated Cost** means:

- (a) for the purpose of calculating the Plan Checking Fee, the estimated cost, as agreed by Council, of constructing the Public Works shown on the plans to be checked; and
- (b) for the purpose of calculating the Supervision Fee, the estimated cost, as agreed by Council, of constructing the Public Works to be supervised.

**Indexation** means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

**Lot** means a lot created by the subdivision of the Subject Land in accordance with the Planning Permit as shown on the Endorsed Plan.

**Open Space Land** means land shown as open space or a municipal reserve on the Development Plan, excluding the land encumbered by the easement in favour of Council which is marked "E4" on the Endorsed Plan.

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Plan Checking Fee** means a fee payable to Council by the Owner for checking plans for Public Works and which is payable at the rate of 0.75 per cent of the Estimated Cost.

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**Planning Permit** means planning permit no. 716522, as amended from time to time, issued on 21 December 2017, authorising the subdivision on the Subject Land in accordance with the Endorsed Plan.

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

**Public Works** means works to be constructed by or on behalf of the Owner on land other than the Subject Land for the purpose of providing roads or public utility services to service or otherwise provide benefit to the Subject Land.

**Satisfaction Fee** means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$200.00 if paid within 12 months from the date that this Agreement commences; or
- (b) \$200.00 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

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

**Subject Land** means the land situated at 360 McDonalds Road, South Morang being the land referred to in certificate of title volume 11369 folio 621 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Supervision Fee** means a fee payable to Council by the Owner for supervision of Public Works and being payable at the rate of 2.5 per cent of the Estimated Cost.

**Vehicle Access** means the private road shown on the Endorsed Plans as Common Property No.1.

---

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;

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- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

**3. Purposes of Agreement**

The Parties acknowledge and agree the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

**4. Reasons for Agreement**

The Parties acknowledge and agree Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

---

**5. Agreement required**

The Parties agree this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

---

**6. Owner's specific obligations**

6.1 The Owner acknowledges and agrees:

**6.1.1 Vehicle Access**

- (a) Prior to Council issuing a Statement of Compliance for the further subdivision of any of the Lots, the Owner must construct, at its own cost, the Vehicle Access from McDonalds Road into the Subject Land to the satisfaction of Council; and
- (b) The Owner is solely responsible for the ongoing maintenance and upkeep of the Vehicle Access.

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**6.1.2 Transfer of Open Space Land**

- (a) Prior to the issue of a Statement of Compliance for the further subdivision of Lots A, C and D, the Owner must transfer or vest in Council the Open Space Land;
  - (i) free of all encumbrances, charges or liens of any kind; and
  - (ii) in a state which is to the Owner's best endeavours, free of noxious and environmental weeds to the satisfaction of Council.

**6.1.3 Futuro House report**

- (a) Prior to Council issuing a Statement of Compliance for the further subdivision of any of the Lots, the Owner must provide a report to Council on how Futuro House will be protected, restored and relocated, to the satisfaction of Council.

**6.1.4 Futuro House**

- (a) Unless with the prior written consent of Council, to protect, restore and relocate Futuro House in accordance with the report provided to Council in accordance with clause 6.1.3 of this Agreement.

---

**7. Owner's further obligations**

**7.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

**7.2 Further actions**

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

**7.3 Fees**

The Owner must pay to Council within 14 days after a written request for payment, any:

- 7.3.1 Plan Checking Fee;
- 7.3.2 Supervision Fee; and
- 7.3.3 Satisfaction Fee.

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**7.4 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

**7.5 Time for determining satisfaction**

If Council makes a request for payment of:

- 7.5.1 a fee under clause 7.3.3; or
- 7.5.2 any costs or expenses under clause 7.4.3,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

**7.6 Interest for overdue money**

- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

**7.7 Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

---

**8. Agreement under s 173 of the Act**

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

---

**9. Owner's warranties**

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.

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**10. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

**11. General matters**

**11.1 Notices**

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

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

**11.2 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**11.3 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

**11.4 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

**11.5 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**11.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

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23/03/2018

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173



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**12. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

---

**13. Ending of Agreement**

13.1 This Agreement ends when the Owner has complied with all of the Owner's obligations.

13.2 After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

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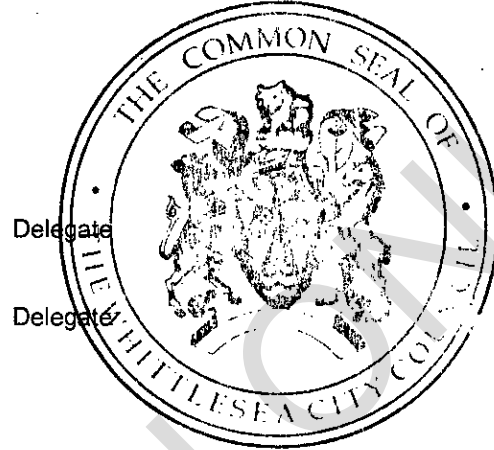
**Signing Page**

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of Whittlesea City Council is affixed in the presence of:

..... *John Edwards* .....

.....



Delegate

Delegate

Executed by Canopi Homes 360 Pty Ltd ACN 616 580 646 in accordance with s 127(1) of the Corporations Act 2001:

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

Signature of Sole Director and Sole Company Secretary

..... CAMERON ALDERSON .....

Print full name

**Caveator's Consent**

Telstra as Caveator of registered caveat no. AM285436R consents to the Owner entering into this Agreement.

Executed by:

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

Signature

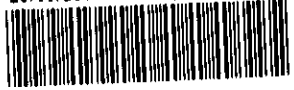
..... Robert Paul Cole .....

Print full name

For and on behalf of the Australian Government Solicitor being the solicitors acting for Telstra Corporation Limited.

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23/03/2018 \$94.60 173



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**Mortgagee's Consent**

Westpac Banking Corporation as the Mortgagee of registered mortgage no. AQ619492P consents to the Owner entering into this Agreement.

.....

**John Hanslow**

SIGNED, SEALED and DELIVERED by .....  
..... who holds the position of Tier  
Three Attorney for Westpac Banking Corporation under power  
of attorney dated 17 January 2001, a certified copy of which  
is filed in the Permanent Order Book, No. 277, Page 16.

Signature

By executing this agreement the attorney states that the  
attorney has received no notice of the revocation of the power  
of attorney.

Signature of Witness

INFORMATION ONLY



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 10/04/2025 10:22:19 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS807636E**

The land in PS807636E is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 1 - 242, A, BA, BB, BC, D2.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

15 ANCHORAGE DRIVE SOUTH MORANG VIC 3752

PS807636E/D17 26/10/2023

### 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:

1. OC038980X 19/04/2018

### Additional Owners Corporation Information:

OC038979G 19/04/2018

### Notations:

Only the members of Owners Corporation No. 2 are entitled to use Common Property No. 2 Only the members of Owners Corporation No. 2 are entitled to use Common Property No. 2

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1	35	35
Lot 2	34	34
Lot 3	34	34
Lot 4	34	34



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1  
PLAN NO. PS807636E**

**Entitlement and Liability:**

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

Land Parcel	Entitlement	Liability
Lot 5	34	34
Lot 6	34	34
Lot 7	34	34
Lot 8	34	34
Lot 9	34	34
Lot 10	34	34
Lot 11	34	34
Lot 12	34	34
Lot 13	35	35
Lot 14	35	35
Lot 15	35	35
Lot 16	34	34
Lot 17	34	34
Lot 18	34	34
Lot 19	34	34
Lot 20	34	34
Lot 21	34	34
Lot 22	34	34
Lot 23	34	34
Lot 24	34	34
Lot 25	34	34
Lot 26	34	34
Lot 27	35	35
Lot 28	34	34
Lot 29	34	34
Lot 30	34	34
Lot 31	34	34
Lot 32	34	34
Lot 33	34	34





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**OWNERS CORPORATION 1  
PLAN NO. PS807636E**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 34	34	34
Lot 35	34	34
Lot 36	34	34
Lot 37	34	34
Lot 38	34	34
Lot 39	34	34
Lot 40	34	34
Lot 41	34	34
Lot 42	34	34
Lot 43	34	34
Lot 44	34	34
Lot 45	35	35
Lot 46	35	35
Lot 47	35	35
Lot 48	35	35
Lot 49	35	35
Lot 50	35	35
Lot 51	35	35
Lot 52	35	35
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Lot 54	34	34
Lot 55	34	34
Lot 56	34	34
Lot 57	34	34
Lot 58	34	34
Lot 59	34	34
Lot 60	34	34
Lot 61	34	34
Lot 62	34	34



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**OWNERS CORPORATION 1  
PLAN NO. PS807636E**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 63	34	34
Lot 64	34	34
Lot 65	34	34
Lot 66	34	34
Lot 67	34	34
Lot 68	34	34
Lot 69	34	34
Lot 70	34	34
Lot 71	34	34
Lot 72	34	34
Lot 73	34	34
Lot 74	34	34
Lot 75	34	34
Lot 76	34	34
Lot 77	34	34
Lot 78	34	34
Lot 79	34	34
Lot 80	34	34
Lot 81	34	34
Lot 82	34	34
Lot 83	34	34
Lot 84	34	34
Lot 85	35	35
Lot 86	36	36
Lot 87	35	35
Lot 88	34	34
Lot 89	34	34
Lot 90	34	34
Lot 91	34	34



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**OWNERS CORPORATION 1  
PLAN NO. PS807636E**

**Entitlement and Liability:**

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

Land Parcel	Entitlement	Liability
Lot 92	34	34
Lot 93	34	34
Lot 94	34	34
Lot 95	34	34
Lot 96	34	34
Lot 97	34	34
Lot 98	34	34
Lot 99	34	34
Lot 100	35	35
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Lot 113	34	34
Lot 114	34	34
Lot 115	34	34
Lot 116	34	34
Lot 117	34	34
Lot 118	34	34
Lot 119	34	34
Lot 120	34	34





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OWNERS CORPORATION 1  
PLAN NO. PS807636E

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 121	34	34
Lot 122	34	34
Lot 123	34	34
Lot 124	34	34
Lot 125	34	34
Lot 126	34	34
Lot 127	34	34
Lot 128	34	34
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Lot 139	34	34
Lot 140	34	34
Lot 141	34	34
Lot 142	34	34
Lot 143	34	34
Lot 144	34	34
Lot 145	34	34
Lot 146	34	34
Lot 147	34	34
Lot 148	35	35
Lot 149	35	35



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**OWNERS CORPORATION 1  
PLAN NO. PS807636E**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 150	35	35
Lot 151	35	35
Lot 152	35	35
Lot 153	35	35
Lot 154	35	35
Lot 155	35	35
Lot 156	34	34
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Lot 171	34	34
Lot 172	34	34
Lot 173	34	34
Lot 174	34	34
Lot 175	34	34
Lot 176	34	34
Lot 177	34	34
Lot 178	34	34



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**OWNERS CORPORATION 1  
PLAN NO. PS807636E**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 179	34	34
Lot 180	34	34
Lot 181	34	34
Lot 182	34	34
Lot 183	34	34
Lot 184	34	34
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Lot 200	35	35
Lot 201	35	35
Lot 202	35	35
Lot 203	35	35
Lot 204	35	35
Lot 205	35	35
Lot 206	35	35
Lot 207	35	35



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1  
PLAN NO. PS807636E**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 208	35	35
Lot 209	35	35
Lot 210	35	35
Lot 211	35	35
Lot 212	35	35
Lot 213	35	35
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Lot 232	34	34
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Lot 234	34	34
Lot 235	34	34
Lot 236	34	34



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 10/04/2025 10:22:19 AM

OWNERS CORPORATION 1  
PLAN NO. PS807636E

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 237	34	34
Lot 238	34	34
Lot 239	34	34
Lot 240	25	25
Lot 241	25	25
Lot 242	25	25
Lot A	740	740
Lot BA	60	60
Lot BB	100	100
Lot BC	20	20
Lot D2	890	890
<b>Total</b>	<b>10000.00</b>	<b>10000.00</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.

Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 10/04/2025 10:22:19 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS807636E**

The land in PS807636E is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 1 - 242.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

15 ANCHORAGE DRIVE SOUTH MORANG VIC 3752

PS807636E/D17 26/10/2023

### 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:

1. OC050266C 26/11/2020

### Additional Owners Corporation Information:

OC050265E 26/11/2020

### Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation No. 1 Members of Owners Corporation No. 2 are also affected by Owners Corporation No. 1

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1	100	120
Lot 2	100	120
Lot 3	100	120
Lot 4	100	120
Lot 5	100	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 10/04/2025 10:22:19 AM

**OWNERS CORPORATION 2  
PLAN NO. PS807636E**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	100	120
Lot 7	100	120
Lot 8	100	120
Lot 9	100	120
Lot 10	100	120
Lot 11	100	120
Lot 12	100	120
Lot 13	100	120
Lot 14	100	120
Lot 15	100	120
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	120
Lot 22	100	120
Lot 23	100	120
Lot 24	100	120
Lot 25	100	120
Lot 26	100	120
Lot 27	100	120
Lot 28	100	120
Lot 29	100	120
Lot 30	100	120
Lot 31	100	120
Lot 32	100	120
Lot 33	100	120
Lot 34	100	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 10/04/2025 10:22:19 AM

**OWNERS CORPORATION 2  
PLAN NO. PS807636E**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 35	100	120
Lot 36	100	120
Lot 37	100	120
Lot 38	100	120
Lot 39	100	120
Lot 40	100	120
Lot 41	100	120
Lot 42	100	120
Lot 43	100	120
Lot 44	100	120
Lot 45	100	120
Lot 46	100	140
Lot 47	100	140
Lot 48	100	140
Lot 49	100	140
Lot 50	100	140
Lot 51	100	140
Lot 52	100	140
Lot 53	100	100
Lot 54	100	100
Lot 55	100	100
Lot 56	100	100
Lot 57	100	100
Lot 58	100	100
Lot 59	100	100
Lot 60	100	100
Lot 61	100	100
Lot 62	100	100
Lot 63	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 10/04/2025 10:22:19 AM

**OWNERS CORPORATION 2  
PLAN NO. PS807636E**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 64	100	100
Lot 65	100	100
Lot 66	100	100
Lot 67	100	100
Lot 68	100	100
Lot 69	100	100
Lot 70	100	100
Lot 71	100	100
Lot 72	100	100
Lot 73	100	100
Lot 74	100	100
Lot 75	100	100
Lot 76	100	100
Lot 77	100	100
Lot 78	100	100
Lot 79	100	100
Lot 80	100	120
Lot 81	100	120
Lot 82	100	120
Lot 83	100	120
Lot 84	100	120
Lot 85	100	120
Lot 86	100	140
Lot 87	100	140
Lot 88	100	120
Lot 89	100	120
Lot 90	100	120
Lot 91	100	120
Lot 92	100	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 10/04/2025 10:22:19 AM

**OWNERS CORPORATION 2  
PLAN NO. PS807636E**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 93	100	120
Lot 94	100	120
Lot 95	100	120
Lot 96	100	120
Lot 97	100	120
Lot 98	100	120
Lot 99	100	120
Lot 100	100	120
Lot 101	100	120
Lot 102	100	120
Lot 103	100	120
Lot 104	100	120
Lot 105	100	120
Lot 106	100	120
Lot 107	100	120
Lot 108	100	120
Lot 109	100	120
Lot 110	100	120
Lot 111	100	120
Lot 112	100	120
Lot 113	100	120
Lot 114	100	120
Lot 115	100	120
Lot 116	100	120
Lot 117	100	120
Lot 118	100	120
Lot 119	100	120
Lot 120	100	120
Lot 121	100	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 10/04/2025 10:22:19 AM

**OWNERS CORPORATION 2  
PLAN NO. PS807636E**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 122	100	100
Lot 123	100	100
Lot 124	100	100
Lot 125	100	100
Lot 126	100	100
Lot 127	100	100
Lot 128	100	100
Lot 129	100	100
Lot 130	100	100
Lot 131	100	100
Lot 132	100	100
Lot 133	100	100
Lot 134	100	100
Lot 135	100	100
Lot 136	100	100
Lot 137	100	100
Lot 138	100	100
Lot 139	100	100
Lot 140	100	100
Lot 141	100	100
Lot 142	100	120
Lot 143	100	120
Lot 144	100	120
Lot 145	100	120
Lot 146	100	120
Lot 147	100	120
Lot 148	100	120
Lot 149	100	120
Lot 150	100	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 10/04/2025 10:22:19 AM

**OWNERS CORPORATION 2  
PLAN NO. PS807636E**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 151	100	120
Lot 152	100	120
Lot 153	100	120
Lot 154	100	120
Lot 155	100	120
Lot 156	100	120
Lot 157	100	120
Lot 158	100	120
Lot 159	100	120
Lot 160	100	120
Lot 161	100	120
Lot 162	100	100
Lot 163	100	100
Lot 164	100	100
Lot 165	100	100
Lot 166	100	100
Lot 167	100	120
Lot 168	100	120
Lot 169	100	100
Lot 170	100	100
Lot 171	100	100
Lot 172	100	100
Lot 173	100	100
Lot 174	100	100
Lot 175	100	100
Lot 176	100	100
Lot 177	100	100
Lot 178	100	100
Lot 179	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 10/04/2025 10:22:19 AM

**OWNERS CORPORATION 2  
PLAN NO. PS807636E**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 180	100	100
Lot 181	100	100
Lot 182	100	140
Lot 183	100	100
Lot 184	100	100
Lot 185	100	100
Lot 186	100	100
Lot 187	100	100
Lot 188	100	100
Lot 189	100	100
Lot 190	100	100
Lot 191	100	100
Lot 192	74	104
Lot 193	73	102
Lot 194	73	102
Lot 195	73	102
Lot 196	73	102
Lot 197	73	102
Lot 198	73	102
Lot 199	72	101
Lot 200	100	120
Lot 201	100	120
Lot 202	100	120
Lot 203	100	120
Lot 204	100	120
Lot 205	100	120
Lot 206	100	120
Lot 207	100	120
Lot 208	100	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 10/04/2025 10:22:19 AM

**OWNERS CORPORATION 2  
PLAN NO. PS807636E**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 209	100	120
Lot 210	100	120
Lot 211	100	120
Lot 212	100	120
Lot 213	100	120
Lot 214	100	120
Lot 215	100	120
Lot 216	100	120
Lot 217	100	120
Lot 218	100	120
Lot 219	100	120
Lot 220	100	120
Lot 221	100	120
Lot 222	100	120
Lot 223	100	120
Lot 224	100	120
Lot 225	100	140
Lot 226	100	120
Lot 227	100	120
Lot 228	100	120
Lot 229	100	120
Lot 230	100	120
Lot 231	100	120
Lot 232	100	120
Lot 233	100	120
Lot 234	100	120
Lot 235	100	120
Lot 236	100	120
Lot 237	100	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 10/04/2025 10:22:19 AM

**OWNERS CORPORATION 2  
PLAN NO. PS807636E**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 238	100	120
Lot 239	100	120
Lot 240	72	101
Lot 241	72	101
Lot 242	72	101
<b>Total</b>	<b>23900.00</b>	<b>27480.00</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.

Statement End.

INFORMATION ONLY



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS807636E</b>
Number of Pages (excluding this cover sheet)	<b>20</b>
Document Assembled	<b>10/04/2025 10:22</b>

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<h1>PLAN OF SUBDIVISION</h1>	<h2>EDITION 12</h2>	<h1>PS807636E</h1>
------------------------------	---------------------	--------------------

<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p><b>Parish :</b> MORANG  <b>Township :</b> -  <b>Section :</b> 6  <b>Crown Allotment :</b> -  <b>Crown Portion :</b> 13 &amp; 14 (PART)</p> <p><b>Title Reference :</b> VOL.11369 FOL. 621</p> <p><b>Last Plan Reference :</b> LOT 2 ON LP213613T</p> <p><b>Postal Address :</b> 360 McDONALDS ROAD  <small>(at time of subdivision)</small> SOUTH MORANG, 3752</p> <p><b>MGA94 Co-ordinates</b> E 330 400 ZONE : 55  <small>(of approx. centre of land in plan)</small> N 5 831 420</p>	<p><b>COUNCIL NAME:</b> CITY OF WHITTLESEA</p>
---	--

<b>VESTING OF ROADS AND/OR RESERVES</b>	<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON	COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS HEREIN AND COMMON PROPERTY No.2.  CP1: COMMON PROPERTY No.1 CP2: COMMON PROPERTY No.2.  LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAILS.
RESERVE No.1	CITY OF WHITTLESEA	
RESERVE No.2	CITY OF WHITTLESEA	
<b>NOTATIONS</b>		
<p><b>DEPTH LIMITATION:</b> Does not apply.</p> <p><b>Survey :</b> THIS PLAN IS BASED ON SURVEY.</p> <p><b>Staging :</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.</p> <p>To be completed where applicable:                  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s)                  IN PROCLAIMED SURVEY AREA No.</p>		

**EASEMENT INFORMATION**

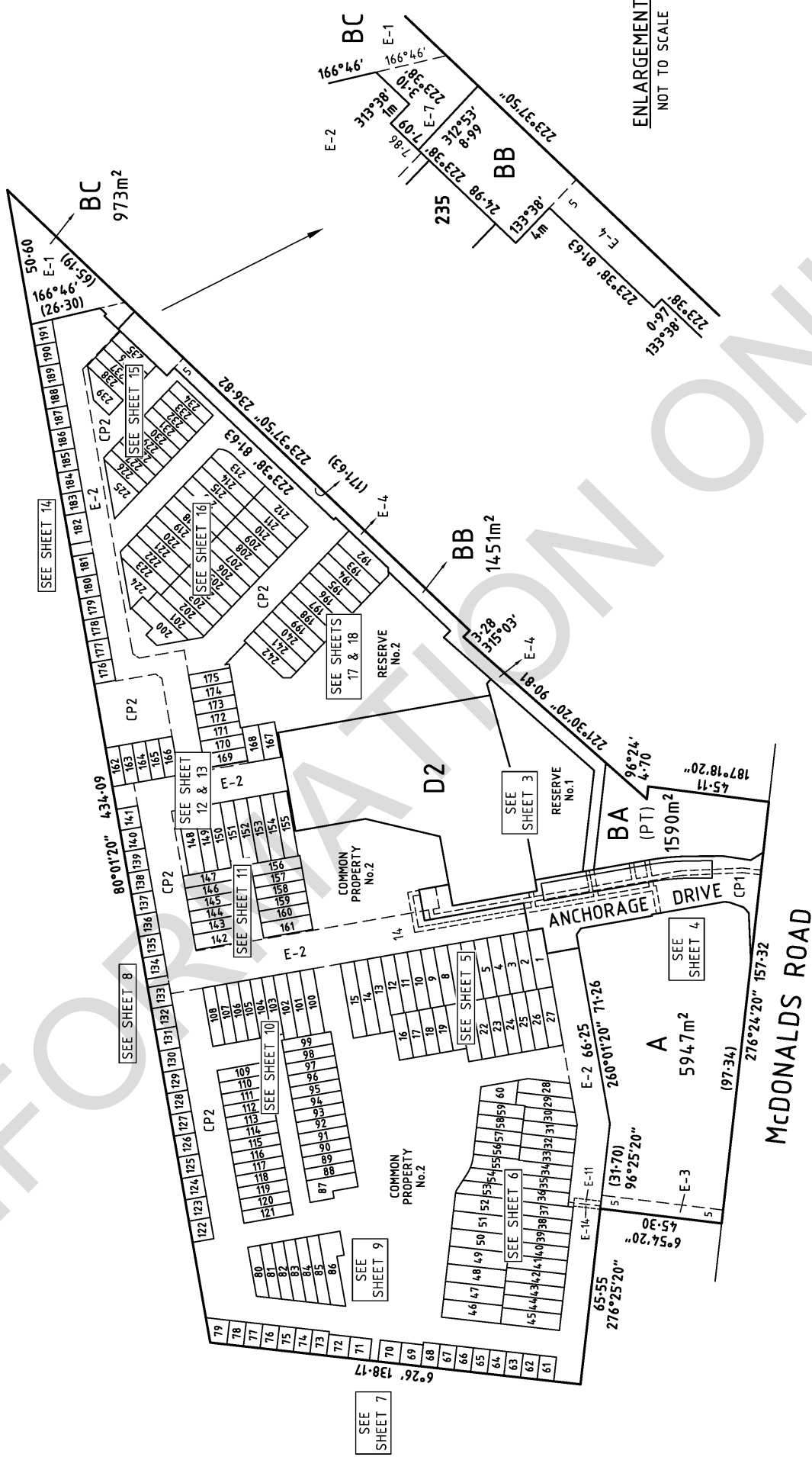
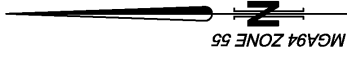
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN

EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	TRANSMISSION OF ELECTRICITY	SEE DIAG.	BOOK 729 No.807 (AP56124)	STATE ELECTRICITY COMMISSION OF VICTORIA
E-2,E-9,E-11	CARRIAGEWAY	SEE DIAG.	PS807636E	LAND IN PS807636E
E-3	SEWERAGE	2	THIS PLAN	LOTS 1 - 15 & E ON THIS PLAN
E-4	CARRIAGEWAY	SEE DIAG.	PS807636E	LOT BB ON THIS PLAN
E-4	TRANSMISSION OF TELECOMMUNICATION SIGNALS BY UNDERGROUND CABLE	SEE DIAG.	PS807636E	LOT BB ON THIS PLAN
E-4	POWERLINE	SEE DIAG.	PS807636E	LOT BB ON THIS PLAN
E-4	CARRIAGEWAY	SEE DIAG.	PS807636E	WHITTLESEA CITY COUNCIL
E-5, E-6	POWERLINE <small>(SECTION 88 ELECTRICITY INDUSTRY ACT)</small>	SEE DIAG.	PS807636E	AUSNET ELECTRICITY SERVICES PTY LTD <small>(ABN 91 064 651 118)</small>
E-6,E-7,E-10	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT BB PS807636E
E-11, E-14	DRAINAGE	3	THIS PLAN	CITY OF WHITTLESEA
E-8, E-9	POWERLINE <small>(SECTION 88 ELECTRICITY INDUSTRY ACT)</small>	SEE DIAG.	THIS PLAN	AUSNET ELECTRICITY SERVICES PTY LTD <small>(ABN 91 064 651 118)</small>
E-12, E-13	SUPPLY OF ELECTRICITY THROUGH UNDERGROUND CABLES	SEE DIAG.	THIS PLAN	LOTS 1-191, 200-239 & T ON THIS PLAN
E-15	POWERLINE	0.60	THIS PLAN	LOT BB ON PS807636E

PS807636E

SITE PLAN



SURVEYORS REF: J086878

**CHARTER.**  
KECK CRAMER

Level 7/161 Collins Street, Melbourne Victoria 3000  
Telephone 1300 242 787 www.charterkc.com.au

SCALE 1:1500



RICHARD JORDAN  
VERSION 11

ORIGINAL SHEET SIZE: A3

SHEET 2

ENLARGEMENT  
NOT TO SCALE



PS807636E

MG94 ZONE 55

E-2

COMMON PROPERTY No.1

RESERVE No.1

BB

ANCHORAGE DRIVE  
1632m<sup>2</sup>

BA (PT)  
407m<sup>2</sup>

BA (PT)  
1590m<sup>2</sup>

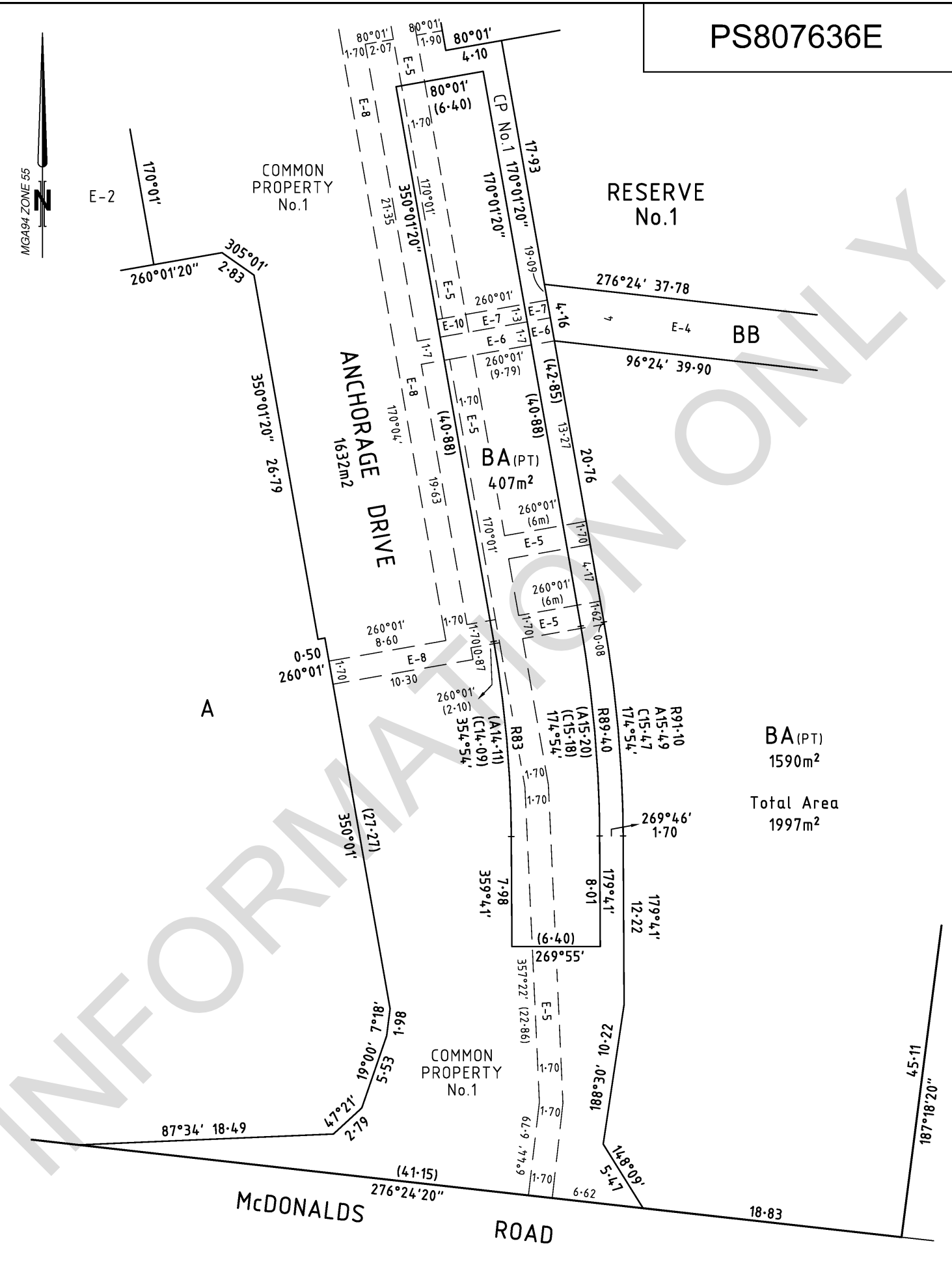
Total Area  
1997m<sup>2</sup>

A

COMMON PROPERTY No.1

McDONALDS

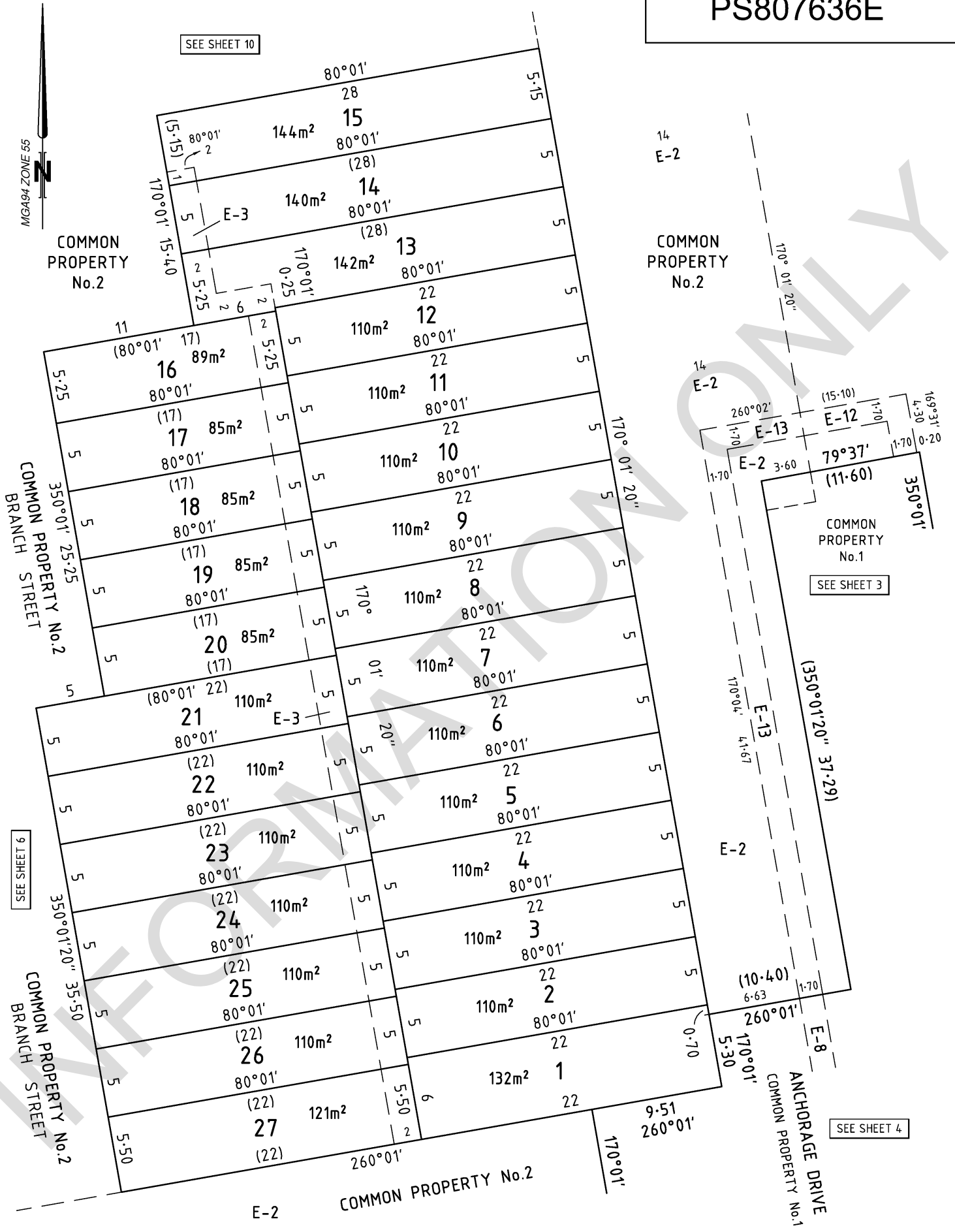
ROAD



SURVEYOR'S REF: J086878	SCALE 1:250	<p>LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE: A3	SHEET 4
<p><b>CHARTER.</b> KECK CRAMER Level 7/161 Collins Street, Melbourne Victoria 3000 Telephone 1300 242 787 www.charterkc.com.au</p>		<p>RICHARD JORDAN VERSION 11</p>		

PS807636E

SEE SHEET 10

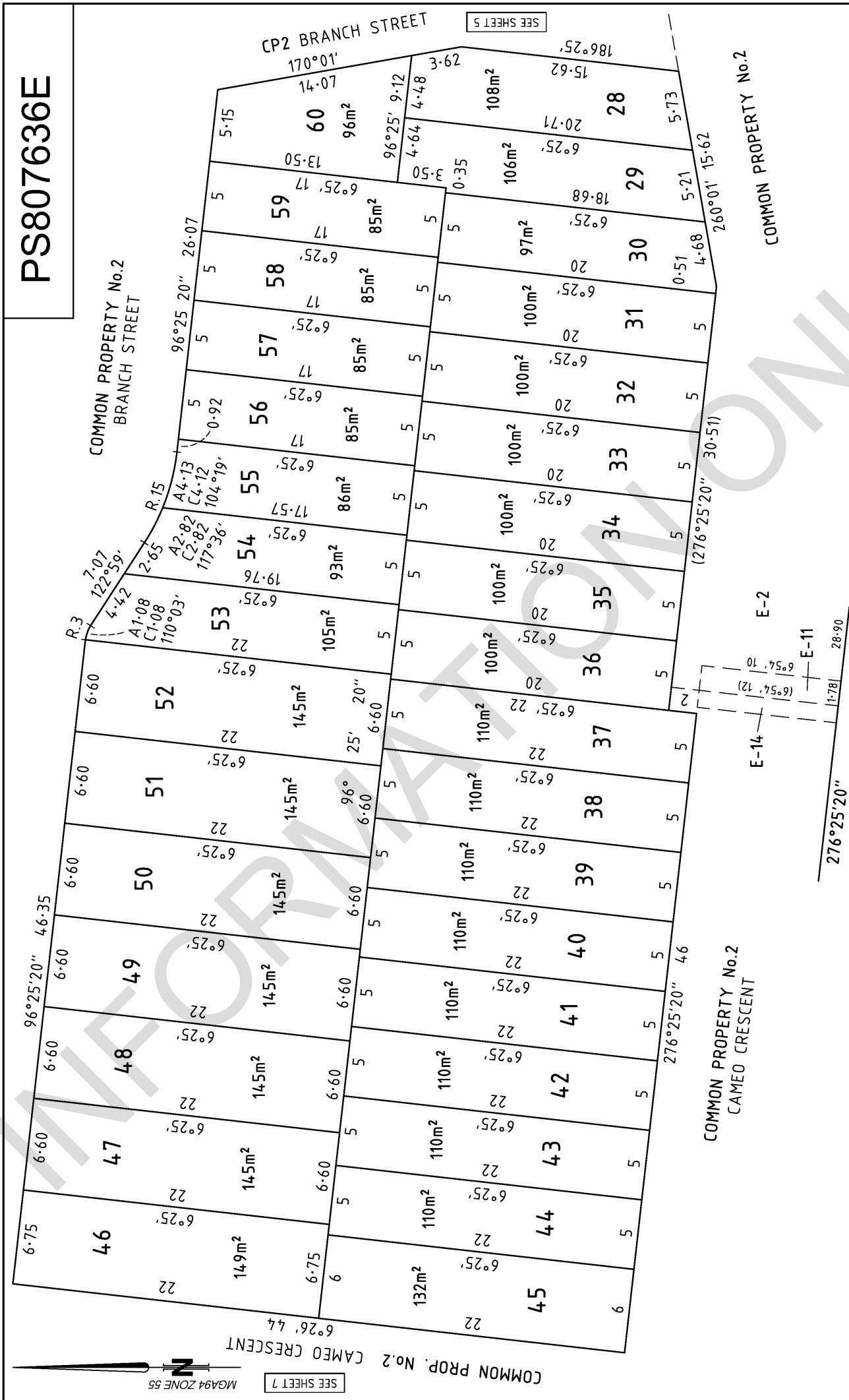


SEE SHEET 3

SEE SHEET 4

SURVEYOR'S REF: J086878	SCALE 1:250 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 5
<b>CHARTER.</b> KECK CRAMER Level 7/161 Collins Street, Melbourne Victoria 3000 Telephone 1300 242 787 www.charterkc.com.au		RICHARD JORDAN VERSION 11	

PS807636E

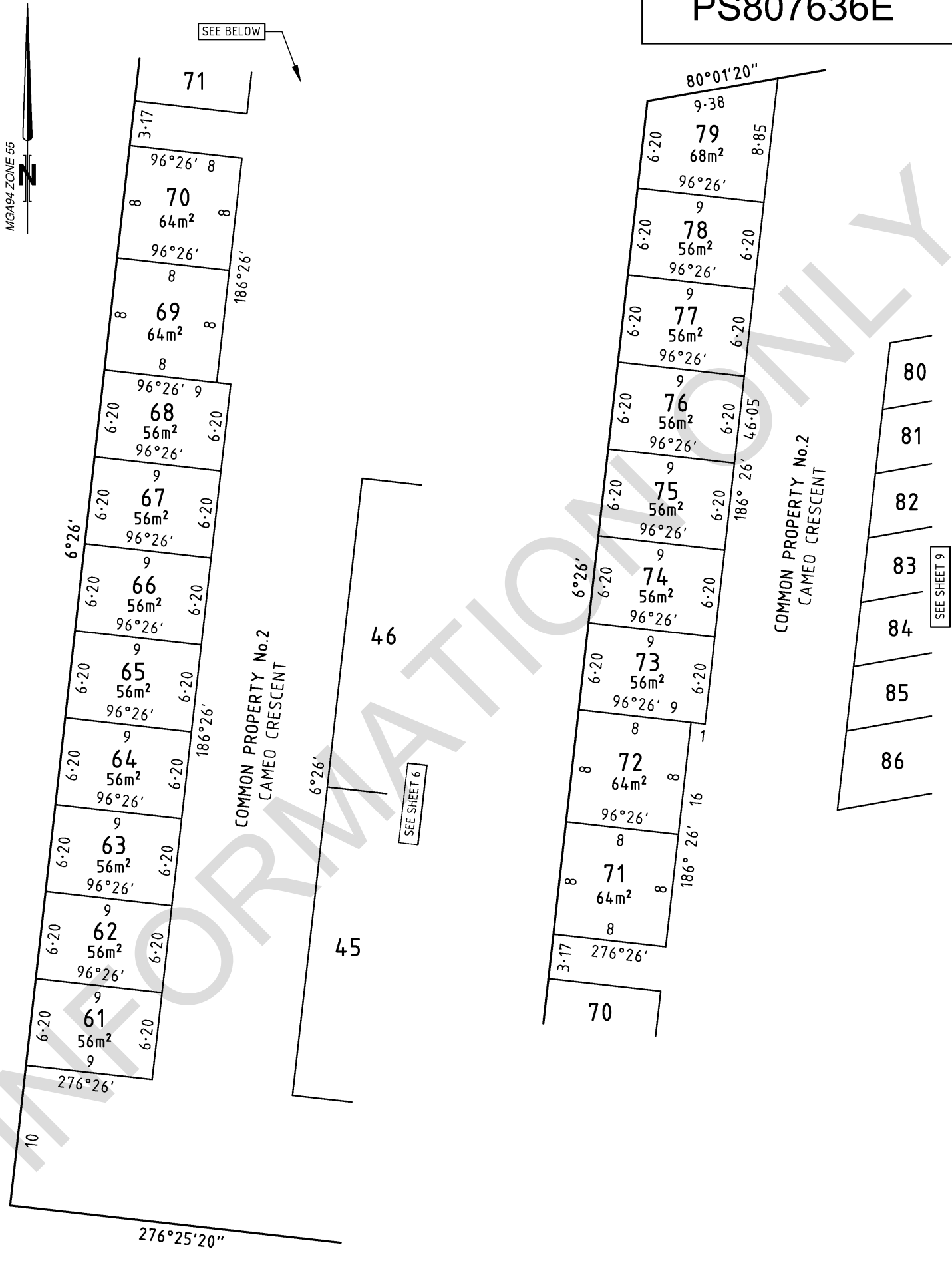


SEE SHEET 5

SEE SHEET 7

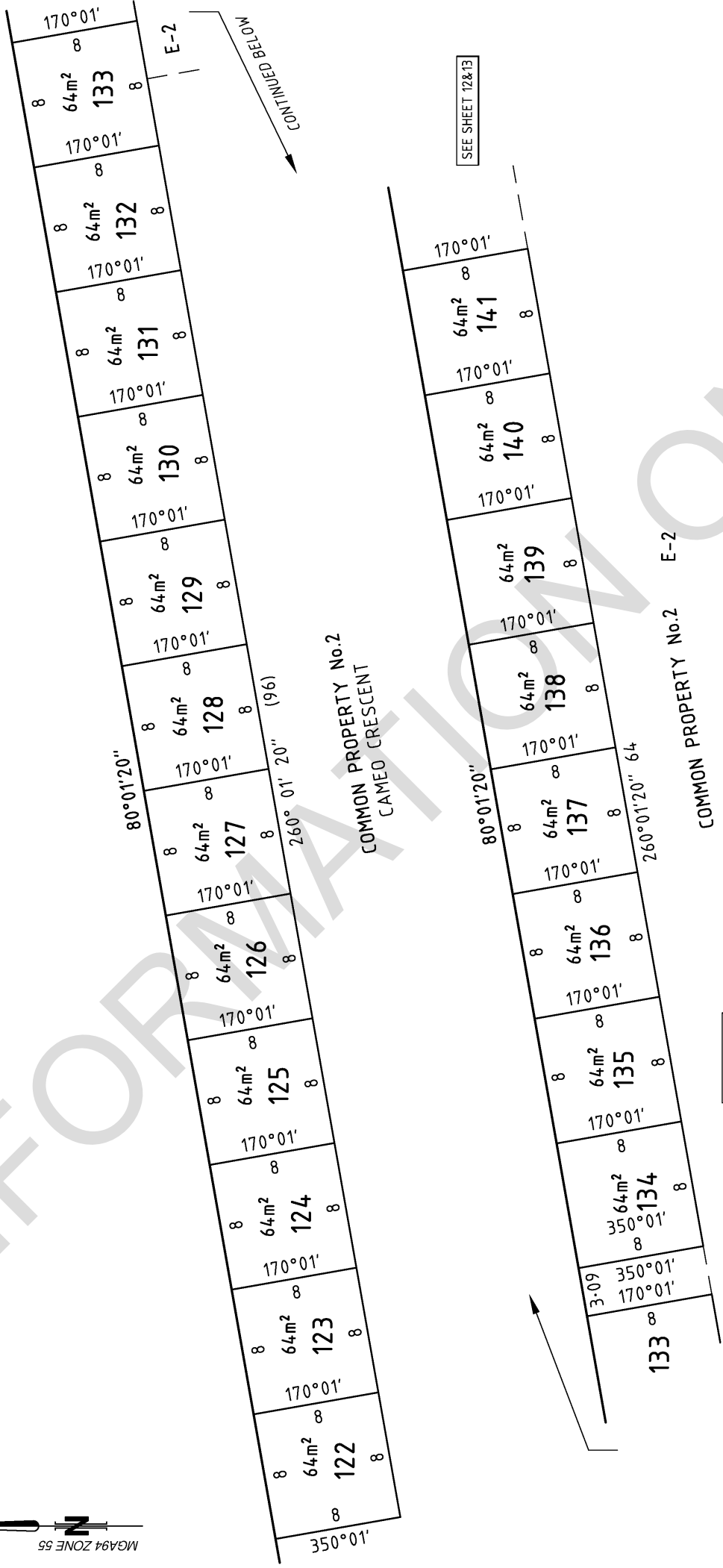
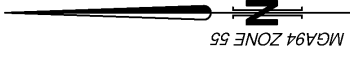
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	<p>RICHARD JORDAN VERSION 11</p>			
<p><b>CHARTER.</b> KECK CRAMER</p> <p>Level 7/161 Collins Street, Melbourne Victoria 3000 Telephone 1300 242 787 www.charterkc.com.au</p>				

PS807636E



SURVEYOR'S REF: J086878	SCALE 1:250	<p>2.50 0 5 10 LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE: A3	SHEET 7
<p><b>CHARTER.</b> KECK CRAMER Level 7/161 Collins Street, Melbourne Victoria 3000 Telephone 1300 242 787 www.charterkc.com.au</p>		<p>RICHARD JORDAN VERSION 11</p>		

PS807636E



SEE SHEET 12&13

SEE SHEET 11

SURVEYORS REF: J086878

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KECK CRAMER

Level 7/161 Collins Street, Melbourne Victoria 3000  
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SCALE  
1:250



RICHARD JORDAN  
VERSION 11

ORIGINAL SHEET SIZE: A3

SHEET 8

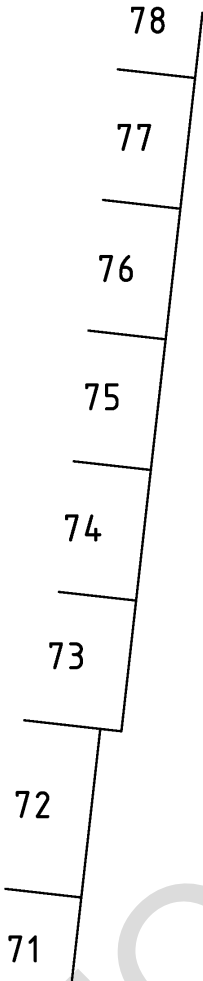
PS807636E

MG94 ZONE 55

SEE SHEET 8

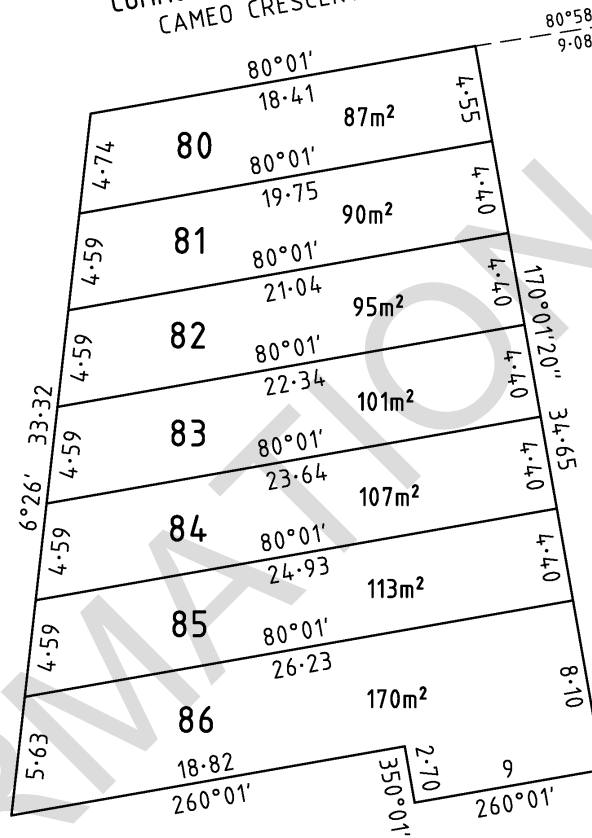
122

SEE SHEET 7



COMMON PROPERTY No.2  
CAMEO CRESCENT

COMMON PROPERTY No.2  
CAMEO CRESCENT



COMMON PROPERTY No.2

121

SEE SHEET 10

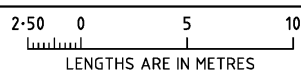
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COMMON PROPERTY No.2

SEE SHEET 6

SURVEYOR'S REF: J086878

SCALE  
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ORIGINAL SHEET SIZE: A3

SHEET 9

**CHARTER.**  
KECK CRAMER

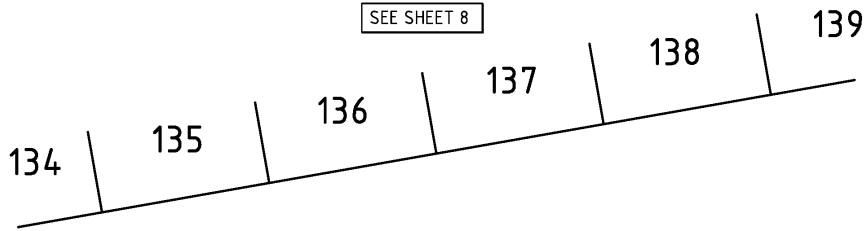
Level 7/161 Collins Street, Melbourne Victoria 3000  
Telephone 1300 242 787 www.charterkc.com.au

RICHARD JORDAN  
VERSION 11



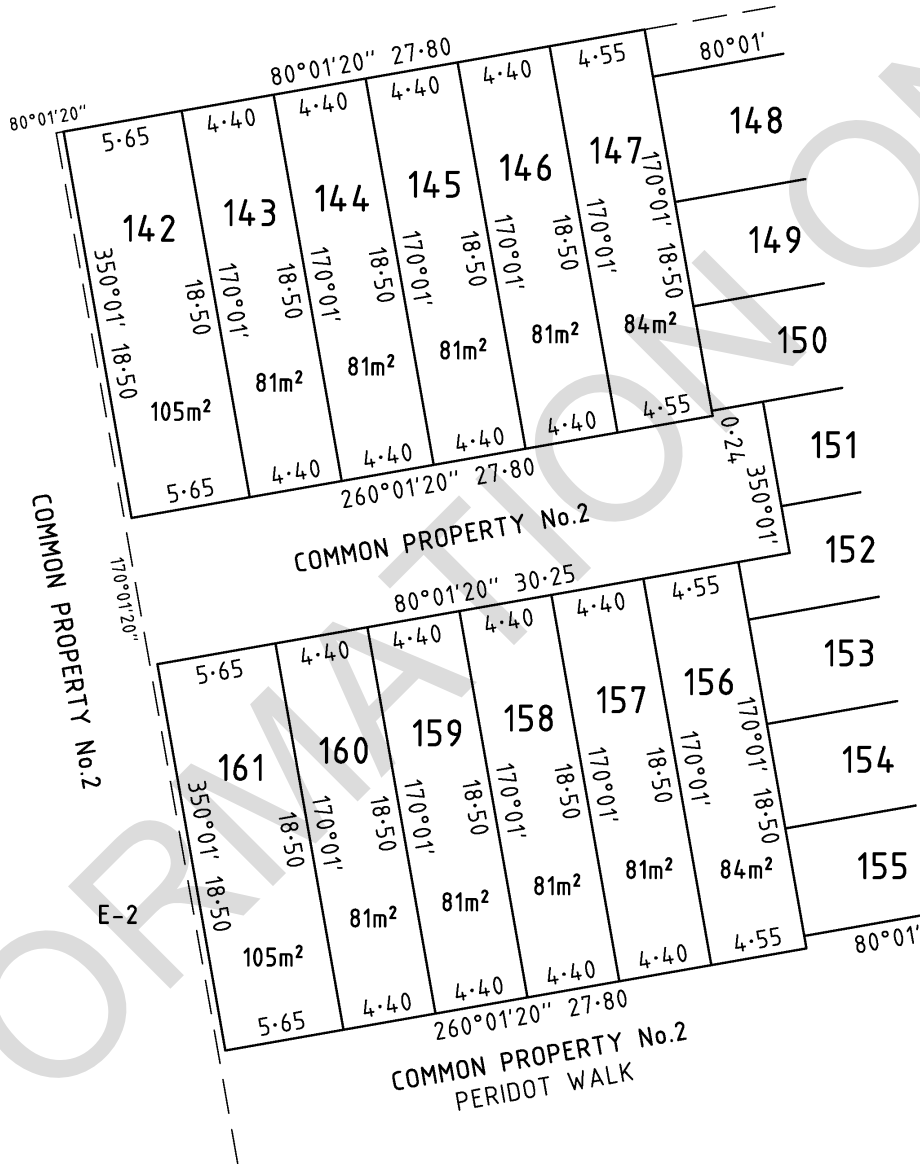
PS807636E

MGABA ZONE 55



COMMON PROPERTY No.2

E-2

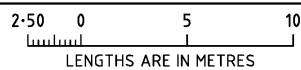


SEE SHEET 10

SEE SHEET 12

SURVEYOR'S REF: J086878

SCALE  
1:250



ORIGINAL SHEET SIZE: A3

SHEET 11

**CHARTER.**  
KECK CRAMER

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VERSION 11

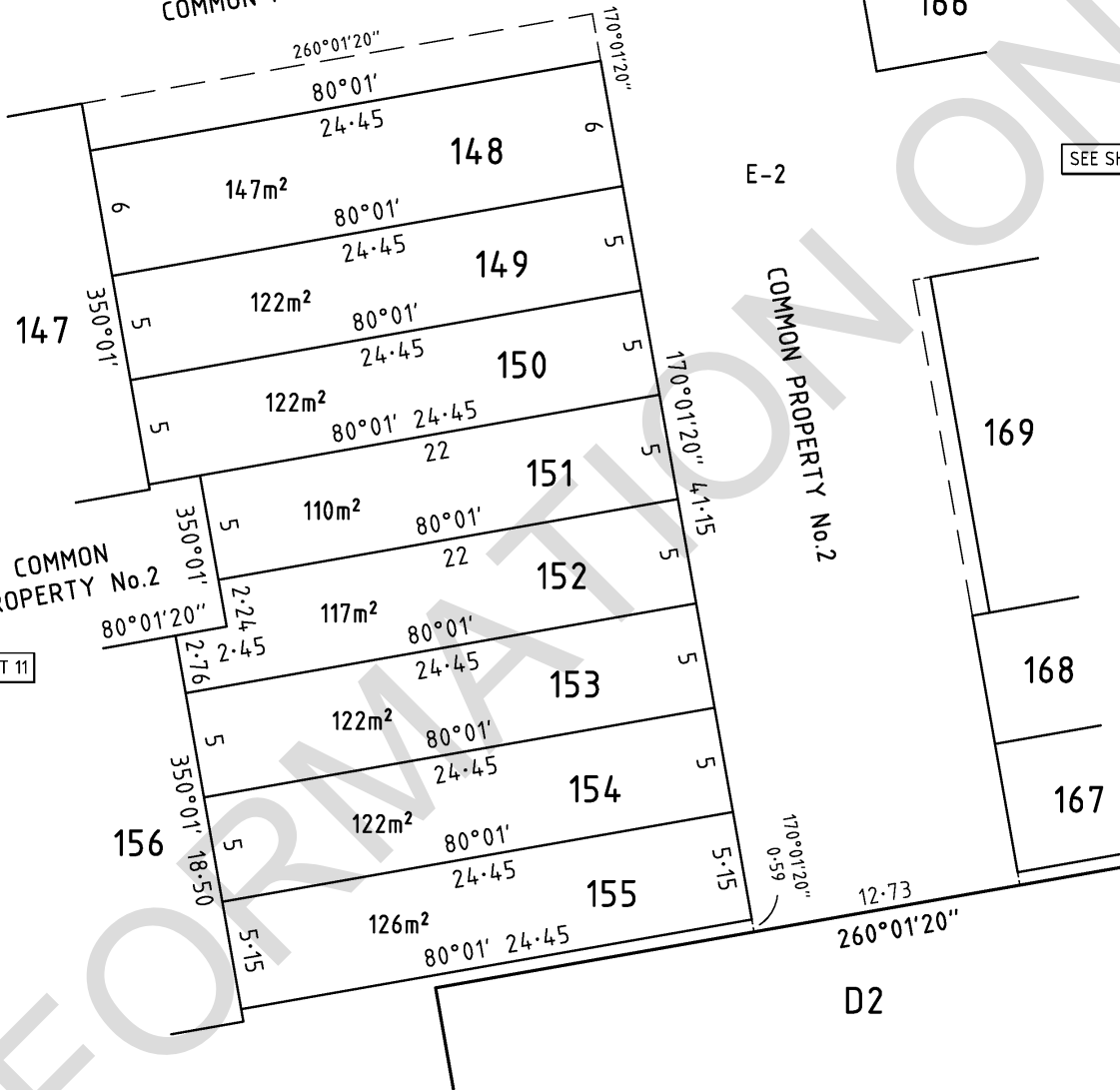
PS807636E

MGABA ZONE 55



SEE SHEET 8

COMMON PROPERTY No.2

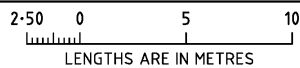


SEE SHEET 13

SEE SHEET 11

SURVEYOR'S REF: J086878

SCALE  
1:250



ORIGINAL SHEET SIZE: A3

SHEET 12

**CHARTER.**

**KECK CRAMER**

Level 7/161 Collins Street, Melbourne Victoria 3000  
Telephone 1300 242 787 www.charterkc.com.au

RICHARD JORDAN  
VERSION 11

PS807636E

MGASH ZONE 55

SEE SHEET 8

SEE SHEET 14

COMMON PROPERTY No.2

COMMON PROPERTY No.2

E-2

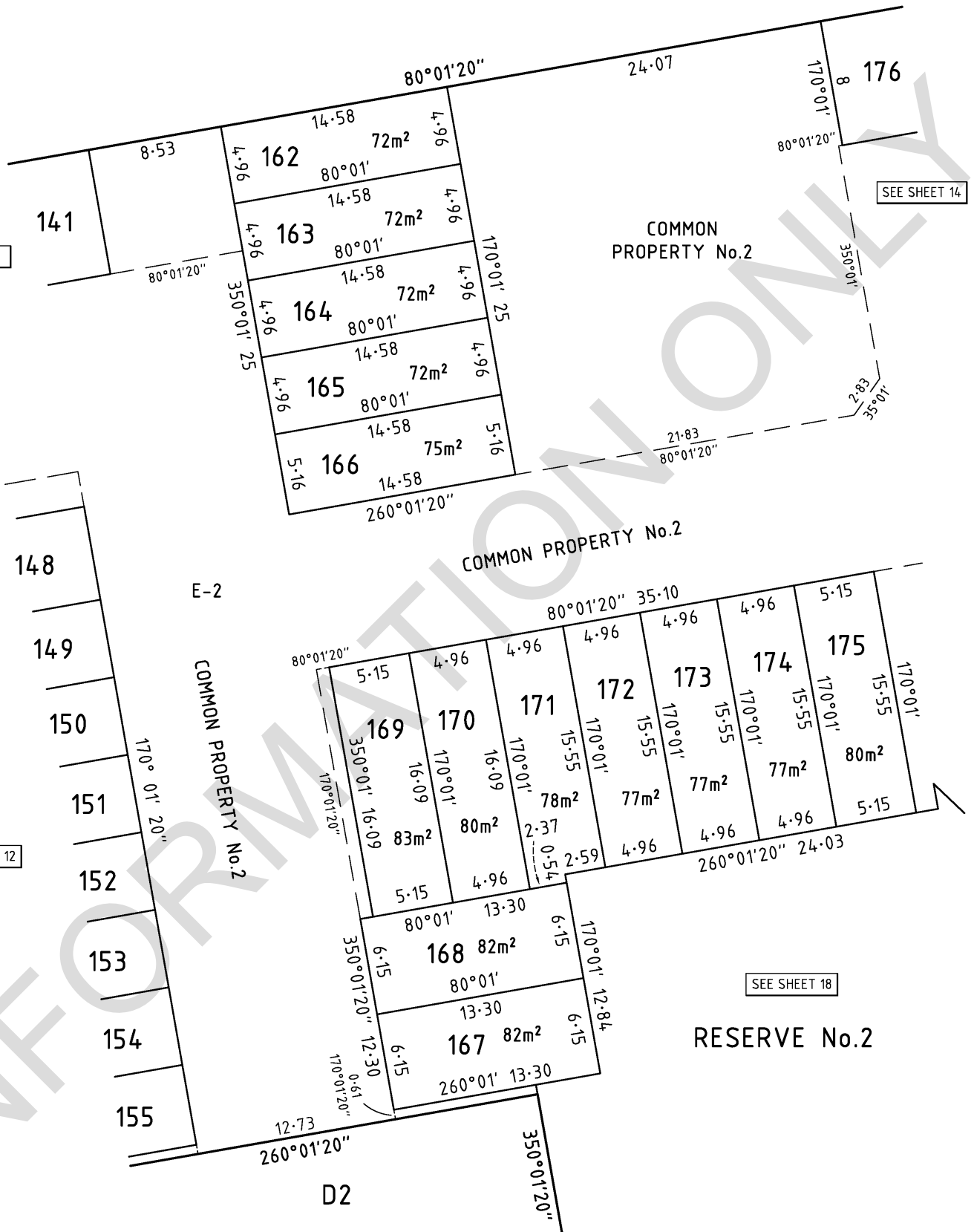
COMMON PROPERTY No.2

SEE SHEET 18

RESERVE No.2

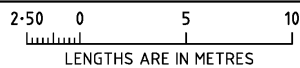
SEE SHEET 12

SEE SHEET 3



SURVEYOR'S REF: J086878

SCALE  
1:250



ORIGINAL SHEET SIZE: A3

SHEET 13

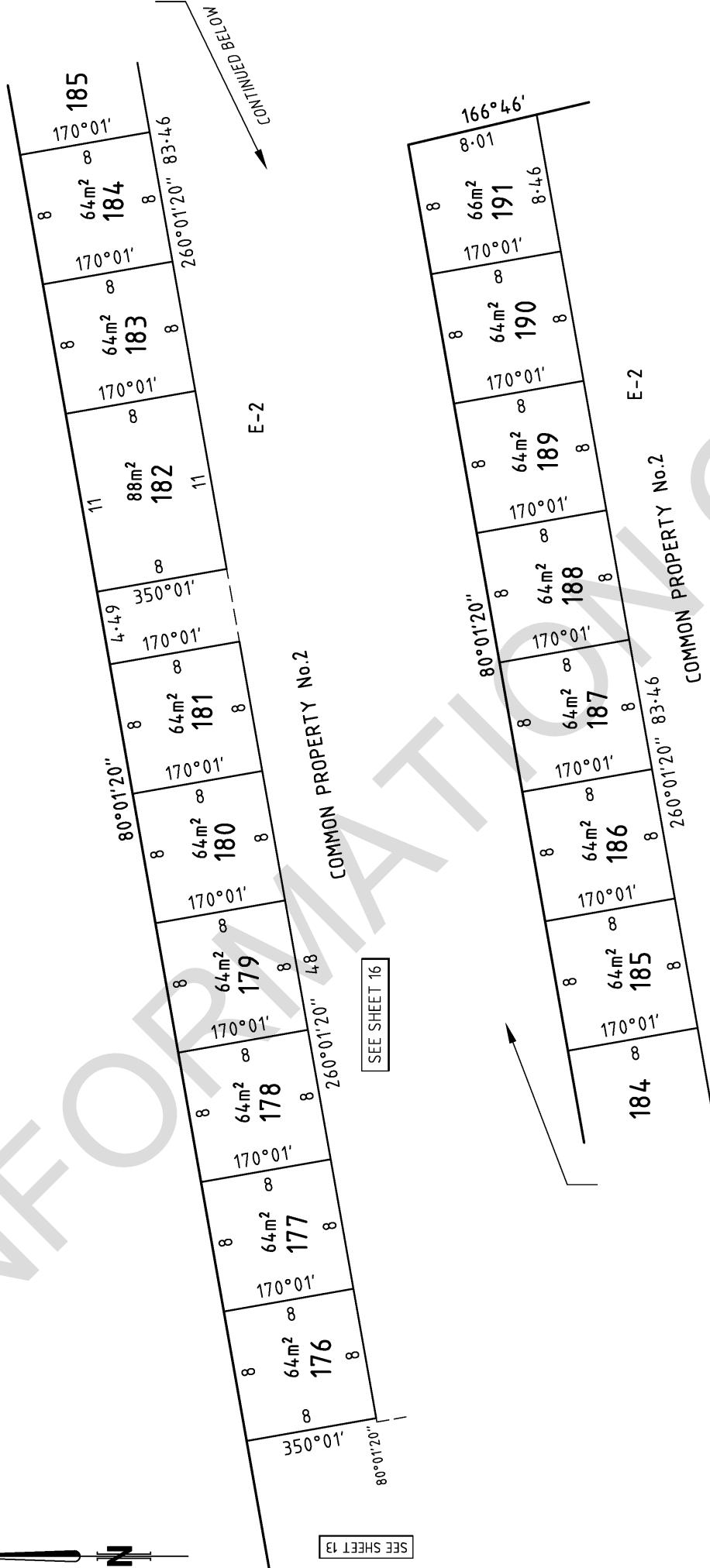
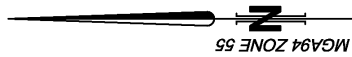
**CHARTER.**

KECK CRAMER

Level 7/161 Collins Street, Melbourne Victoria 3000  
Telephone 1300 242 787 www.charterkc.com.au

RICHARD JORDAN  
VERSION 11

PS807636E



SEE SHEET 13

SEE SHEET 16

SEE SHEET 15

SURVEYORS REF: J086878

**CHARTER.**  
KECK CRAMER

Level 7/161 Collins Street, Melbourne Victoria 3000  
Telephone 1300 242 787 www.charterkc.com.au

SCALE  
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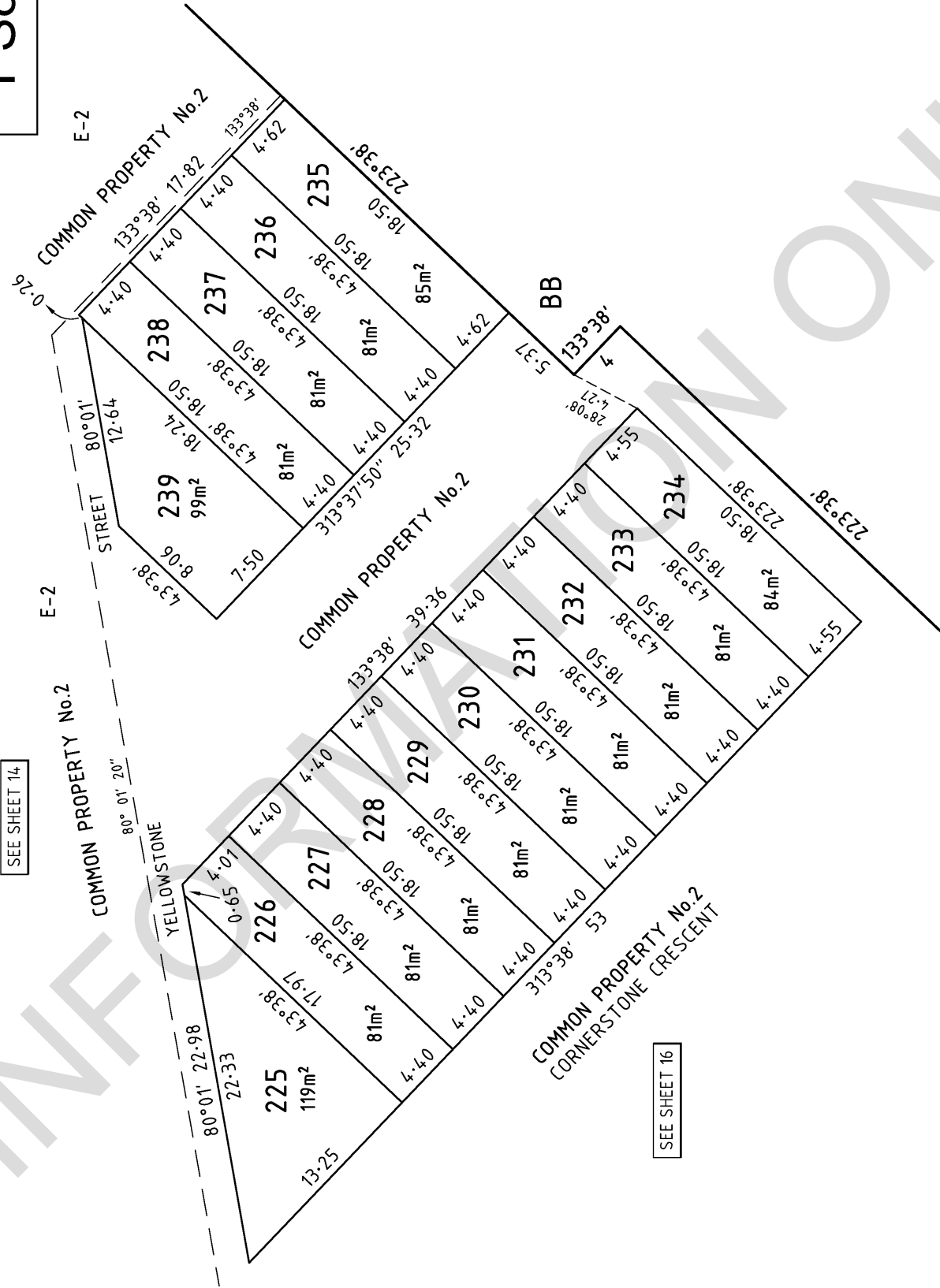


RICHARD JORDAN  
VERSION 11

ORIGINAL SHEET SIZE: A3

SHEET 14

PS807636E



SURVEYORS REF: J086878

**CHARTER.**  
**KECK CRAMER**

Level 7/161 Collins Street, Melbourne Victoria 3000  
 Telephone 1300 242 787 www.charterkc.com.au

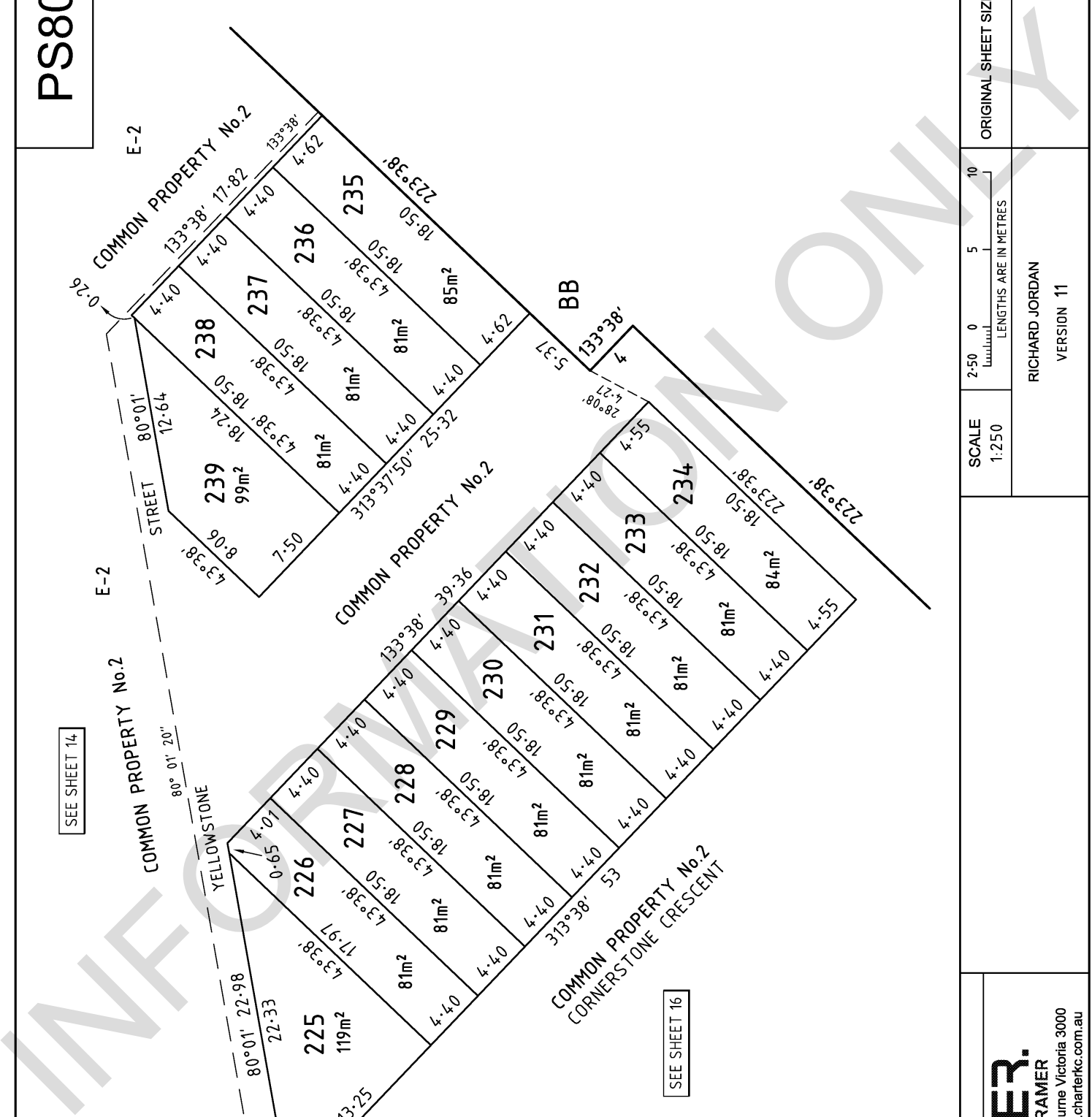
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RICHARD JORDAN  
 VERSION 11

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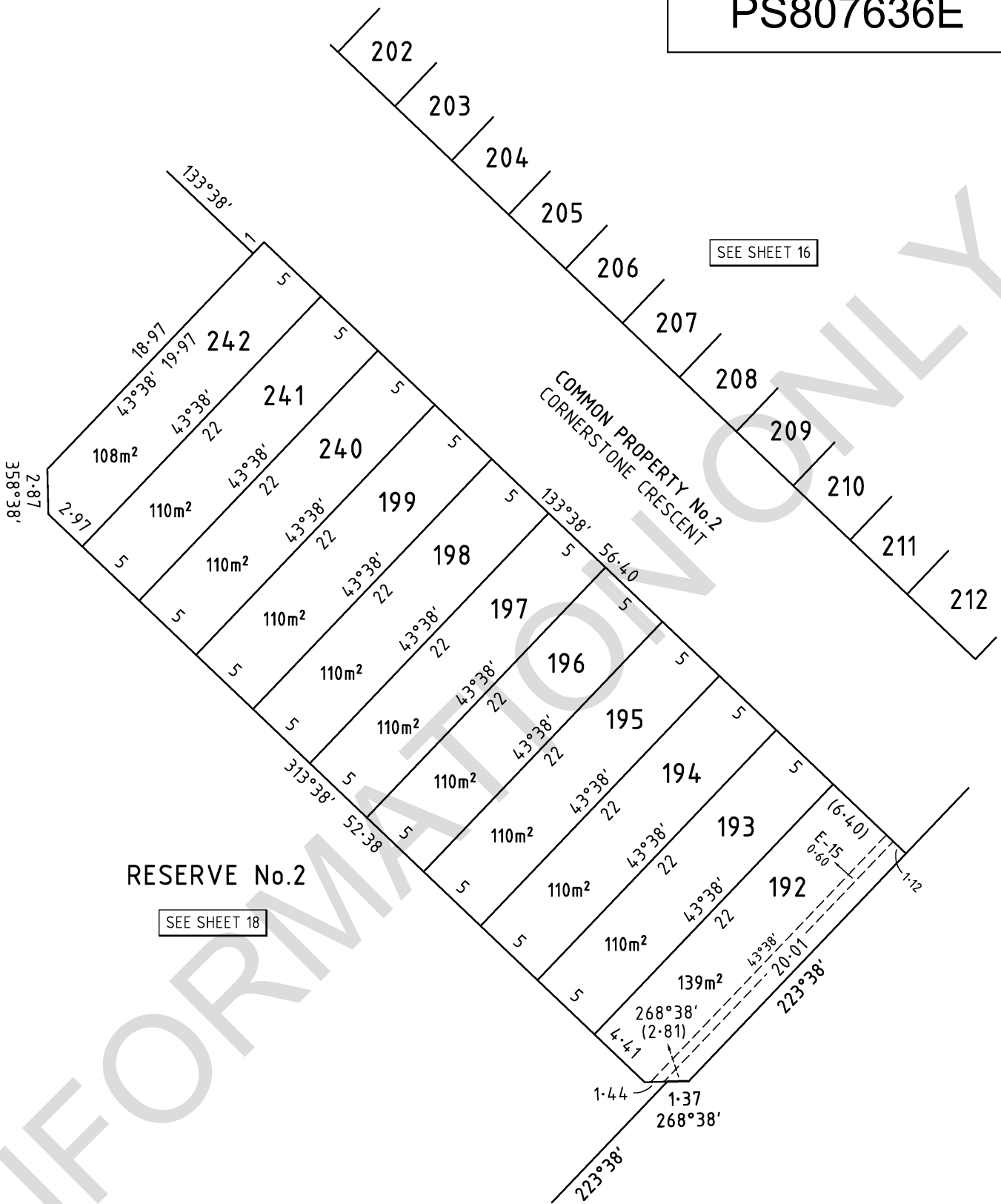
SHEET 15





PS807636E

MGAGA ZONE 55



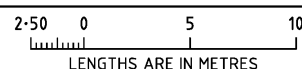
RESERVE No.2

SEE SHEET 18

SEE SHEET 16

SURVEYOR'S REF: J086878

SCALE  
1:250



ORIGINAL SHEET SIZE: A3

SHEET 17

**CHARTER.**  
KECK CRAMER

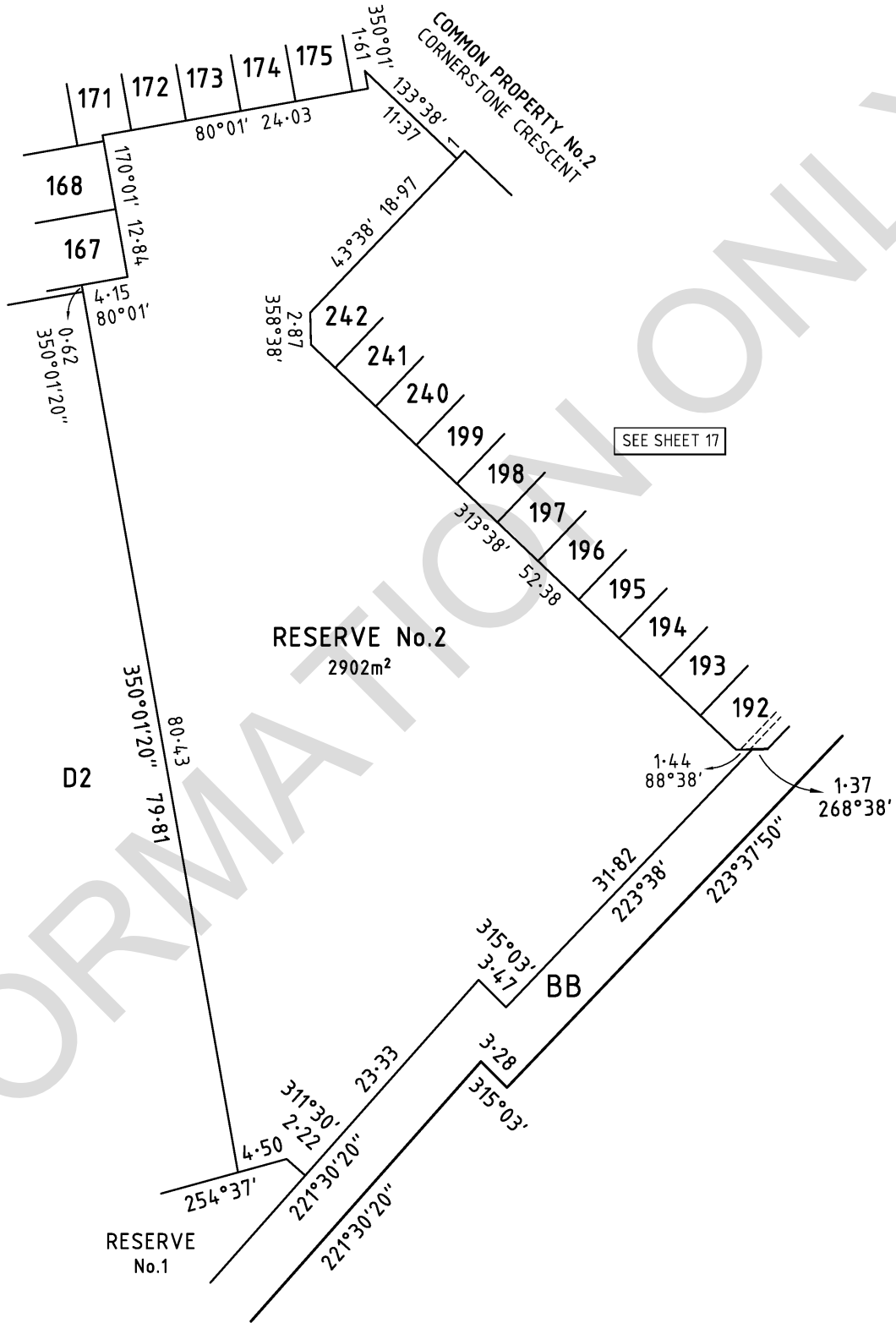
Level 7/161 Collins Street, Melbourne Victoria 3000  
Telephone 1300 242 787 www.charterkc.com.au

RICHARD JORDAN  
VERSION 11

PS807636E



SEE SHEET 13

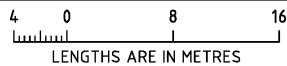


SEE SHEET 17

SEE SHEET 3

SURVEYOR'S REF: J086878

SCALE  
1:400



ORIGINAL SHEET SIZE: A3

SHEET 18

**CHARTER.**

KECK CRAMER

Level 7/161 Collins Street, Melbourne Victoria 3000  
Telephone 1300 242 787 www.charterkc.com.au

RICHARD JORDAN  
VERSION 11

**MODIFICATION TABLE**

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

A FOLIO HAS BEEN CREATED FOR THE COMMON PROPERTY  
ON THIS PLAN BEING VOL 11975 FOL 465**PLAN NUMBER****PS807636E**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT C	LOT C1 AND ADDITIONAL COMMON PROPERTY NO.1	AMENDMENT SECTION 32	PS807636E/D1	07/10/19	2	A.R.T.
LOTS B , C1 D & CP1	LOTS BA , BB , C2 & D1, ADD TO/REDUCE COMMON PROPERTY 1	AMENDMENT SECTION 32	PS807636E/D2	12/06/20	3	IT
LOT C2	LOTS 1 - 15 (INC) ,E,F,G HA,HB,J-N, P-T COMMON PROPERTY 2 & ADD TO C.P 1	AMENDMENT SECTION 32	PS807636E/D3	26/11/20	4	IT
LOT E	LOTS 16 - 27 (inc)	AMENDMENT SECTION 32	PS807636E/D 4	01/12/20	4	
LOT F	LOTS 28- 45 (inc)	AMENDMENT SECTION 32	PS807636E/D5	01/12/20	4	
LOT G	LOTS 46- 60 (inc)	AMENDMENT SECTION 32	PS807636E/D 6	01/12/20	4	
LOT HA	LOTS 61- 70 (inc)	AMENDMENT SECTION 32	PS807636E/D7	01/12/20	4	IT
LOT D1	LOT D2 & RESERVE NO.1	SUBDIVISION SECTION 35	PS807636E/D8	6/08/21	5	S.A
LOT M	LOTS 100 TO 108(B.I)	AMENDMENT SECTION 32	PS807636E/D9	02/04/22	6	R.J.M
LOT L	LOTS 87 TO 99(B.I) LOTS 109 TO 121(B.I)	AMENDMENT SECTION 32	PS807636E/D10	02/04/22	6	R.J.M
LOT K	LOTS 80 TO 86(B.I)	AMENDMENT SECTION 32	PS807636E/D11	02/04/22	6	R.J.M
LOT J	LOTS 122 TO 133(B.I)	AMENDMENT SECTION 32	PS807636E/D12	02/04/22	6	R.J.M
LOT HB	LOTS 71 TO 79(B.I)	AMENDMENT SECTION 32	PS807636E/13	02/04/22	6	R.J.M
LOT U	LOTS 134 - 141	AMENDMENT SECTION 32	PS807636E/D14	31/3/23	7	A.R.T.
LOT P	LOTS 148-155 & 162-175	AMENDMENT SECTION 32	PS807636E/D15	08/5/23	8	L.H
LOT N	LOTS 142-147 & 156-161	AMENDMENT SECTION 32	PS807636E/D16	08/5/23	8	L.H
LOT Q	LOTS 176 TO 191	AMENDMENT SECTION 32	PS807636E/D17	26/10/23	9	L.D.R



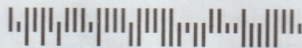


City of Whittlesea

Locked Bag 1,  
Bundoora 3083  
ABN 72 431 091 058

# Courtesy Reminder Notice

For the period 1 July 2024 to 30 June 2025



L R Brady & J G Brady  
17 Yellowstone Street  
SOUTH MORANG VIC 3752




029  
1025144  
R3\_14619

Issue Date 10/01/2025

Assessment Number

1219534

 To receive your rates notice via email, register at [whittlesea.enotices.com.au](http://whittlesea.enotices.com.au) Reference No: 3A52E6028C

Dear Ratepayer,

This is a courtesy reminder to advise the payment in full date for Rates and Charges is 15 February 2025. The amount due and the payment options are shown on this notice.

If you have already paid your rates in full before receiving this reminder, we thank you and please disregard this notice.

## Property Details

17 Yellowstone Street SOUTH MORANG VIC 3752  
LOT 177 PS 807636E  
AVPCC 120.4 Townhouse

## Valuation Details

These annual valuations are prepared by the State Government for rating and taxation purposes.

Site Value \$170,000  
Capital Improved Value \$500,000  
Net Annual Value \$25,000  
Valuation operative date 01/07/2024  
Level of value date 01/01/2024

Payments received after 03 January 2025 may not be included on this notice

Payment plans - If you are unable to pay your rates by the due date please submit a payment plan at <https://whittlesea-pay.enotices.com.au> using the enotices reference on this notice.

Financial Hardship - To submit an enquiry form to be considered for Financial Hardship please view the eligibility criteria on our website at <https://www.whittlesea.vic.gov.au/Services/My-property/Rates>

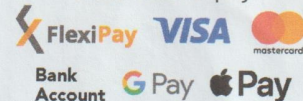
The pension concession has already been applied to this account.

Amount payable by  
15/02/2025


\$1,036.89




Scan here to pay



### How to pay

 [whittlesea.vic.gov.au](http://whittlesea.vic.gov.au)



 Phone 1300 301 185



 Council Offices

See the back of this notice for opening hours and locations

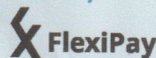
BPAY




Bill Code: 5157  
Ref: 1219534

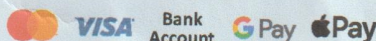
BPAY this payment via internet or phone banking

FlexiPay



Set up your flexible payment options. Scan the QR code or visit

 [whittlesea-pay.enotices.com.au](http://whittlesea-pay.enotices.com.au)





Post Billpay



Post Billpay Code: 0350  
Ref: 12195341

Pay in person at any post office:

 131 816 or  [postbillpay.com.au](http://postbillpay.com.au)

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



\*350 12195341

# Your quarterly bill



MR J & MRS L BRADY  
17 YELLOWSTONE ST  
SOUTH MORANG VIC 3752

Enquiries 1300 304 688  
Faults (24/7) 13 27 62

Account number	64 2898 4416
Invoice number	6423 3918 35154
Issue date	12 Feb 2025
Property address	17 YELLOWSTONE ST SOUTH MORANG
Property reference	5268854, LOT 177
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

## Summary

<b>Previous bill</b>	<b>\$28.60</b>
Payment received thank you	-\$138.60
<b>Balance carried forward</b>	<b>\$110.00 CR</b>
<b>This bill</b>	
<b>Usage charges</b>	\$51.26
<b>Service charges</b>	
Water supply system	\$20.41
<b>Other authority charges</b>	
Waterways and drainage	\$60.87
Parks	\$43.48
<b>Adjustments</b>	
Pension and concession rebate	-\$35.84
<b>Total this bill (GST does not apply)</b>	<b>\$140.18</b>
<b>Total balance</b>	<b>\$30.18</b>

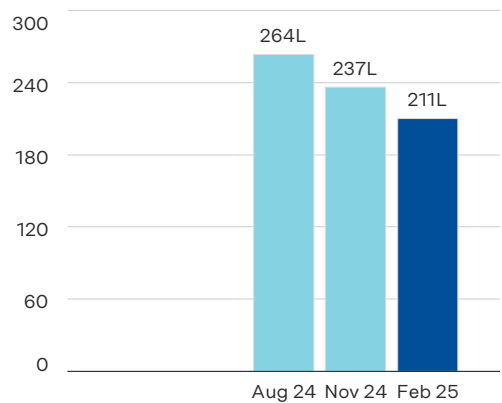
Your concession has been applied to this bill.



- Usage charges
- Service charges
- Other authority charges

## Your household's daily water use

Target 150L of water use per person, per day.



Average use in litres per day

## Your daily spend

This bill compared to the same time last year.  
Excludes other authority charges.

This bill  
**\$0.75**

Last year  
**N/A**



## How to pay



### Direct debit

Sign up for Direct Debit at [yvwm.com.au/directdebit](http://yvwm.com.au/directdebit) or call **1300 304 688**.



### EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:  
**Yarra Valley Water**  
BSB: **033-885**  
Account number: **642821287**



### BPAY®

Bill code: **344366**  
Ref: **642 8984 4169**



### Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit [yvwm.com.au/paying](http://yvwm.com.au/paying)  
CRN reference: **555 054 118T**



### Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at [postbillpay.com.au](http://postbillpay.com.au)

Bill code: **3042**  
Ref: **6423 3918 35154**



### Credit Card

Online: [yvwm.com.au/paying](http://yvwm.com.au/paying)  
Phone: **1300 362 332**



\*3042 642339183515 4

MR J & MRS L BRADY

Account number	64 2898 4416
Invoice number	6423 3918 35154
<b>Total due</b>	<b>\$30.18</b>
Due date	<b>5 Mar 2025</b>
Amount paid	\$

## Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YATD153011	66kL -	46kL =	20kL
From 8 Nov 2024 - 11 Feb 2025			(95 days)
Water usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	20.000kL x	\$2.5631 =	\$51.26
<b>Total</b>	<b>20.000kL</b>		<b>\$51.26</b>
<b>Total usage charges</b>			<b>\$51.26</b>

## Your charges explained

- **Water usage charge**  
**8 November 2024 - 11 February 2025**  
 The cost for water used at your property, including treatment and delivery. The cost of water increases with the amount used (STEP tariffs).
- **Water supply system charge**  
**1 January 2025 - 31 March 2025**  
 A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Other authority charges**  
**Waterways and drainage charge**  
**1 October 2024 - 31 March 2025**  
 Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/wwdc](http://melbournewater.com.au/wwdc)
- **Parks charge**  
**1 October 2024 - 31 March 2025**  
 Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](http://parks.vic.gov.au)

## Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit [yvwm.com.au/financialhelp](http://yvwm.com.au/financialhelp).

## Contact us

📞 Enquiries	1300 304 688	For language assistance	
📞 Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
✉️ <a href="mailto:enquiry@yvwm.com.au">enquiry@yvwm.com.au</a>		廣東話	1300 921 362
🌐 <a href="http://yvwm.com.au">yvwm.com.au</a>		Ελληνικά	1300 931 364
📞 TTY Voice Calls	133 677	普通话	1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on	<b>03 9046 4173</b>

## Next meter reading:

Between 9-16 May 2025

## Spotted a burst or leak?

- 📍 To report an issue visit [yvwm.com.au/reportfault](http://yvwm.com.au/reportfault)
- 📱 Download and use the **Snap Send Solve** app
- 📞 Call our 24-7 emergency hotline on **13 27 62**
- 📍 View our live faults map at [faults.yvwm.com.au](http://faults.yvwm.com.au)

# Tap into naturally better hydration

Here in Australia we're lucky to have some of the best drinking water in the world – clean, safe and ready to drink. Enjoy it – straight from your tap. [yvwm.com.au/Choosetap](http://yvwm.com.au/Choosetap)



**FORM 2**

Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

**BUILDING PERMIT**

**Building Permit No. CBS-U 68108/6825127647608**

**Issued to**

Agent of Owner **Argyle Building Pty Ltd**  
Postal Address **PO Box 8837 Armadale** Postcode **3143**  
Email **dsellman@argylebuilding.com; jpejic@argylebuilding.com**  
Address for serving or giving of documents: **PO Box 8837 Armadale** Postcode **3143**  
Contact Person **Dean Sellman** Telephone **0436 918 763**

**Ownership Details**

Owner **Village No 19 Pty Ltd**  
Postal Address **92 Hoskins Street Mitchell** Postcode **2911**  
Email **tmaidment@villagebuilding.com.au**  
Contact Person **Village No 19 Pty Ltd** Telephone **0437 249 355**

**Property Details**

Number **17** Street/Road **Yellowstone Street** Suburb **South Morang** Postcode **3752**  
Lot/s **177** LP/PS Volume Folio  
Crown allotment Section No Parish County  
Municipal District **Whittlesea City Council**

**Builder**

Name **Argyle Building Pty Ltd** Telephone **0436 918 763**  
Address **PO Box 8837 Armadale 3143**  
ACN/ARBN:  
Building practitioner registration no: **CDB-U 59682**

This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit.

**Details of Building Practitioners and Architects**

a) To be engaged in the building work

Name	Category/class	Registration Number
Argyle Building Pty Ltd	CDB-U	CDB-U59682

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Darren Cuttler	PE	PE0003941

#### Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is: **VMIA**

#### Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

#### Nature of Building Work

Description: **Construction of a Three-Storey Dwelling & Garage**

Storeys contains: **3**

Rise in storeys: **3**

Effective height: **N/A**

Type of construction: **N/A**

Version of BCA applicable to permit: **2019**

Cost of Building Work: **\$274,519.00**

Total floor area of new building work in m<sup>2</sup>: **0**

#### Building classification

Part of Building: **Dwelling**

BCA Classification: **1a(b)**

Part of Building: **Garage**

BCA Classification: **10a**

#### Protection Work

Protection work is not required in relation to the building work proposed in this permit.

#### Inspection Requirements

The mandatory inspection notification stages are:

1. Inspection of Inspection of Bored Piers
2. Inspection of Inspection of Waffle Pod Slab Steel
3. Inspection of Inspection of Framework
4. Inspection of Inspection for Occupancy Permit

**Occupation or Use of Building:** An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the part of the building in relation to which the building work is carried out.

#### Commencement and Completion

This building work must commence by 08 June 2024

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 08 June 2025

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

#### Conditions

This permit is subject to the following conditions

1. Storm water to be discharged to Council's 'Legal Point of Discharge'.
2. In order to complete the 6-Star Energy Rating requirements, please clarify if either a 'Solar Hot Water System', or a '2000ltr Rain Water Tank' connected to flush all toilets, is to be provided.
3. All Town Planning Permit documents and conditions to be complied with.

**3/234 Lower Heidelberg Road, East Ivanhoe 3079. Ph: 9497 4522 (4 lines) Fax: 9497 3055 ABN 13 642 418 951**

**Email: [info@metrobs.com.au](mailto:info@metrobs.com.au) Web: [www.metrobuildingsurveying.com.au](http://www.metrobuildingsurveying.com.au)**

4. Manufacturers computations / details for roof Trusses/Posi-struts are to be provided to this office prior to Frame Inspection.

**Relevant Building Surveyor**



Name: **Michael Flanagan**

Company: **Metro Building Surveying P/L**

Address: **3/234 Lower Heidelberg Road, East Ivanhoe 3079**

Email: **info@metrobs.com.au**

Building practitioner registration no.: **CBS-U68108**

Municipal district: **Whittlesea City Council**

Permit no.: **CBS-U 68108/6825127647608**

Date of issue of permit: **08 June 2023**

INFORMATION ONLY

Application Number: BLD20234382

**FORM 16**

Regulation 192  
**Building Act 1993**  
Building Regulations 2018

**OCCUPANCY PERMIT**

**Property Details**

Number: **17** Street/Road: **Yellowstone Street** Suburb: **South Morang** Postcode: **3752**  
Lot/s: **177** LP/PS: Volume: Folio:  
Crown: allotment Section No: Parish: County:  
Municipal District: **Whittlesea City Council**

**Building permit details**

Building permit number: **CBS-U 68108/6825127647608**  
Version of BCA applicable to building permit: **2019**

**Building Details**

Part of building to which permit applies: **Dwelling**

Permitted use:  
BCA Class of building: **1a(b)**  
Maximum permissible floor live load:  
Maximum number of people to be accommodated:

Part of building to which permit applies: **Garage**

Permitted use:  
BCA Class of building: **10a**  
Maximum permissible floor live load:  
Maximum number of people to be accommodated:

Storeys contained: **3** Rise in storeys (for Class 2-9 buildings): **3**  
Effective height: Type of construction:

**Mandatory Inspection Dates**

Inspection Type	Approval Dates
Inspection of Bored Piers	28-07-2023
Inspection of Waffle Pod Slab Steel	16-08-2023
Inspection of Framework	17-10-2023
Inspection for Occupancy Permit	30-04-2024

**Suitability for occupation**

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

**Relevant building surveyor**

Name: **Metro Building Surveying P/L**  
Address: **3/234 Lower Heidelberg Road, East Ivanhoe 3079**  
Email: **info@metrobs.com.au**  
Building practitioner  
registration no.: **CBS-U68108**  
Municipal district name: **Whittlesea City Council**  
Occupancy Permit no. **CBS-U 68108/6825127647608**  
Date of issue: **10 May 2024**  
Date of final inspection **30 April 2024**  
Signature:



# Domestic Building Insurance

## Certificate of Insurance

<b>Village No 19 Pty Ltd</b> <b>92 Hoskins St</b> <b>MITCHELL</b> <b>ACT 2911</b>	Policy Number: <b>C793012</b>
	Policy Inception Date: <b>29/05/2023</b>
	Builder Account Number: <b>135814</b>

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

### Policy Schedule Details

Domestic Building Work:	<b>C01: New Single Dwelling Construction</b>
At the property:	<b>17 Yellowstone Street SOUTH MORANG VIC 3752 Australia</b>
Carried out by the builder:	<b>ARGYLE BUILDING PTY LTD</b>
Builder ACN:	<b>626954818</b>

**!** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s):	<b>Village No 19 Pty Ltd</b>
Pursuant to a domestic building contract dated:	<b>29/05/2023</b>
For the contract price of:	<b>\$ 274,519.00</b>
Type of Cover:	<b>Cover is only provided if ARGYLE BUILDING PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order *</b>
The maximum policy limit for claims made under this policy is:	<b>\$300,000 all inclusive of costs and expenses *</b>
The maximum policy limit for non-completion claims made under this policy is:	<b>20% of the contract price limited to the maximum policy limit for all claims under the policy*</b>

**PLEASE CHECK**  
If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

**IMPORTANT**  
This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

\* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

**MBS**  
Metro Building Surveying  
**APPROVED BUILDING PERMIT**  
Permit No 6825127647608  
Permit Date 08/06/2023



**Period of Cover**

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

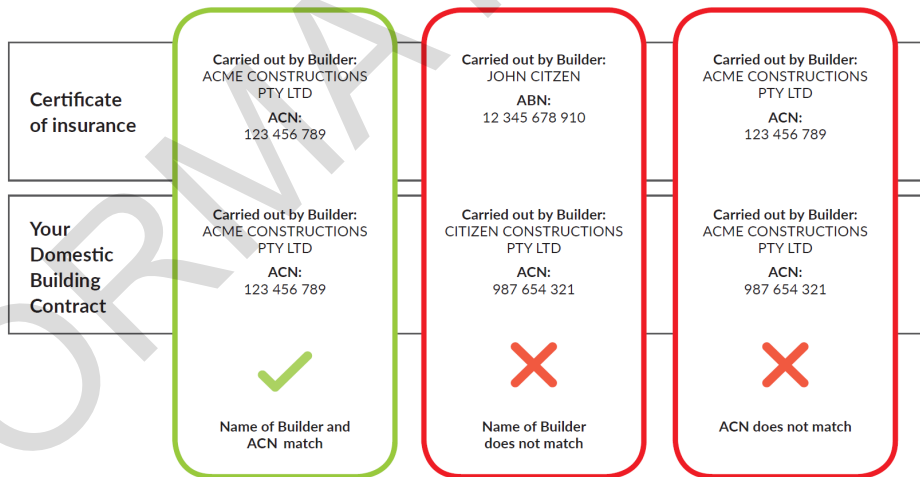
Issued by Victorian Managed Insurance Authority (VMIA)

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium:	<b>\$1,523.00</b>
GST:	<b>\$152.30</b>
Stamp Duty:	<b>\$167.53</b>
<b>Total:</b>	<b>\$1,842.83</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

*Below are some example of what to look for*



**Plan of Subdivision No. PS807636E**15 Anchorage Drive  
SOUTH MORANG VIC 3752

Type APPEAL EXPENSES WHS		Sum Insured 100,000	Premium	Date Last Paid 26/03/25
Company/Broker CHU MCLARDY MCSHANE INS L3, BLD 7, 570-588 SWAN RICHMOND VIC 3121	Telephone	Policy Number HU0006080041	Due Date 13 April 2026	
	Facsimile	Excess/Comments		

Type BUILDING		Sum Insured 105,000	Premium 1,307.00	Date Last Paid 26/03/25
Company/Broker CHU MCLARDY MCSHANE INS L3, BLD 7, 570-588 SWAN RICHMOND VIC 3121	Telephone	Policy Number HU0006080041	Due Date 13 April 2026	
	Facsimile	Excess/Comments Any Cause \$1,000		

Type CONTENTS		Sum Insured 105,000	Premium	Date Last Paid 26/03/25
Company/Broker CHU MCLARDY MCSHANE INS L3, BLD 7, 570-588 SWAN RICHMOND VIC 3121	Telephone	Policy Number HU0006080041	Due Date 13 April 2026	
	Facsimile	Excess/Comments		

Type FIDELITY GUARANTEE		Sum Insured 250,000	Premium	Date Last Paid 26/03/25
Company/Broker CHU MCLARDY MCSHANE INS L3, BLD 7, 570-588 SWAN RICHMOND VIC 3121	Telephone	Policy Number HU0006080041	Due Date 13 April 2026	
	Facsimile	Excess/Comments		

Type FLOOD		Sum Insured Included	Premium	Date Last Paid 26/03/25
Company/Broker CHU MCLARDY MCSHANE INS L3, BLD 7, 570-588 SWAN RICHMOND VIC 3121	Telephone	Policy Number HU0006080041	Due Date 13 April 2026	
	Facsimile	Excess/Comments		

Type GOVERNMENT AUDIT		Sum Insured 25,000	Premium	Date Last Paid 26/03/25
Company/Broker CHU MCLARDY MCSHANE INS L3, BLD 7, 570-588 SWAN RICHMOND VIC 3121	Telephone	Policy Number HU0006080041	Due Date 13 April 2026	
	Facsimile	Excess/Comments		

**Plan of Subdivision No. PS807636E**

15 Anchorage Drive  
SOUTH MORANG VIC 3752

Type <b>LEGAL DEFENCE</b>		Sum Insured <b>50,000</b>	Premium	Date Last Paid <b>26/03/25</b>
Company/Broker <b>CHU MCLARDY MCSHANE INS L3, BLD 7, 570-588 SWAN RICHMOND VIC 3121</b>	Telephone	Policy Number <b>HU0006080041</b>	Due Date <b>13 April 2026</b>	
	Facsimile	Excess/Comments		

Type <b>LOSS RENT/TEMP ACCOM</b>		Sum Insured <b>15,750</b>	Premium	Date Last Paid <b>26/03/25</b>
Company/Broker <b>CHU MCLARDY MCSHANE INS L3, BLD 7, 570-588 SWAN RICHMOND VIC 3121</b>	Telephone	Policy Number <b>HU0006080041</b>	Due Date <b>13 April 2026</b>	
	Facsimile	Excess/Comments		

Type <b>PUBLIC LIABILITY</b>		Sum Insured <b>30,000,000</b>	Premium	Date Last Paid <b>26/03/25</b>
Company/Broker <b>CHU MCLARDY MCSHANE INS L3, BLD 7, 570-588 SWAN RICHMOND VIC 3121</b>	Telephone	Policy Number <b>HU0006080041</b>	Due Date <b>13 April 2026</b>	
	Facsimile	Excess/Comments		

Type <b>VOLUNTARY WORKERS</b>		Sum Insured <b>200,000/2,000</b>	Premium	Date Last Paid <b>26/03/25</b>
Company/Broker <b>CHU MCLARDY MCSHANE INS L3, BLD 7, 570-588 SWAN RICHMOND VIC 3121</b>	Telephone	Policy Number <b>HU0006080041</b>	Due Date <b>13 April 2026</b>	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		



requires this.

For any document to be executed under the common seal of the owners corporation, the sealing clause must comply with the requirements of section 21 of the Owners Corporations Act 2006.

Any document which makes incorrect reference to body corporate when owners corporation is appropriate, or has a sealing clause which does not meet the requirements of section 21 of the Owners Corporation Act 2006 will be returned to the party forwarding the document for correction.

#### Assignment or Transfer of Interest in a Lease, Licence or Special Privilege

Parties who seek to assign the interest in a lease, licence or special privilege to common property granted by the owners corporation in conjunction with the sale of a lot must take note of the following and ensure that all required matters are properly completed.

It is the responsibility of the vendor:

- to produce the lease, licence or special privilege and any antecedent assignment required by the covenants of the agreement; and
- to provide to the purchaser the documentation which the parties intend to rely upon in seeking to transfer any right under a lease, licence or special privilege.

The vendor and purchaser will agree as to the whether the vendor or purchaser will prepare any required the documentation necessary to effect assignment or transfer of the rights.

Any document or deed of assignment or transfer which is to be executed by the owners corporation is required to be sealed pursuant to section 20 of the Owners Corporations Act 2006. This may necessitate a committee meeting is convened or a postal ballot pursuant to Part 4 of Division 5 of the Owners Corporations Act 2006 is conducted in order to approve the transfer and execution of documents. In order to allow sufficient time to seek the necessary consent of the owners corporation, at least 20 working days must be allowed for approval of documents. The approval of any assignment or transfer is by the owners corporation and not by Victoria Body Corporate Services Pty Ltd. If the owners corporation wishes to seek legal advice regarding the assignment or transfer of a lease, licence or special privilege this may extend the time required.

If any required prior assignment or transfer has not been undertaken and the chain of assignment to the current claimant of the grant is not completed, it is the responsibility of the vendor and/or purchaser to determine if the failure to complete antecedent assignments or transfers can be rectified in accordance with the terms of the grant and then take such steps as are necessary to satisfy the requirements of the agreement and owners corporation.

If an assignment or transfer has not been made, the terms of the grant may determine that the agreement has been extinguished on that failure and thus the right comprehended by the original grant cannot be transferred. If the vendor or purchaser wish to re-enliven the rights previously granted, it will be necessary to comply with section 14 of the Owners Corporations Act 2006 which requires that the owners corporation approve the grant by passing a special resolution.

The cost of any work associated with the assignment of a lease or licence, including file searches, is not included in the fee for the provision of an owners corporation certificate and will be charged at our current professional rates. This will include seeking the approval of the committee or owners corporation by way of general meeting, committee meeting or postal ballot for the approval of the execution of any assignment documents by the owners corporation.

It is the obligation of the vendor to ensure that the purchaser is aware of these conditions and this should be done by providing a copy of this document to the purchaser as this office does not provide separate advice unless an owners corporation certificate is sought. The failure of the vendor to provide this advice will not alter the obligation of the purchaser to comply with the above.

Yours faithfully  
VICTORIA BODY CORPORATE SERVICES PTY LTD

A handwritten signature in black ink, consisting of a stylized 'H' followed by a horizontal line that ends in a small loop.

Direct Telephone (03) 8531 8100  
Direct Email : [certificates@smartercommunities.com.au](mailto:certificates@smartercommunities.com.au)

INFORMATION ONLY



## OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 177 On Plan Number PS807636E

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

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$0.00)

Nil

- 6 Section 151(4)(a)(v) Regulation 16(e)  
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil
- 7 Section 151(4)(a)(iv) Regulation 16(f)  
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS
- 8 Section 151(4)(a)(iv) Regulation 16(g)  
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have not
- 9 Section 151(4)(a)(vi) Regulation 16(h)  
Total funds held by owners corporation (including any investment accounts): \$16,126.42
- 10 Section 151(4)(a)(vii) Regulation 16(i)  
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: See Attached 'NON-BUDGET ITEMS'
- 11 Section 151(4)(a)(viii) Regulation 16(j)  
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: See Attached 'COMMON PROPERTY AFFECTED'
- 12 Section 151(4)(a)(ix) Regulation 16(k)  
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil
- 13 Section 151(4)(a)(x) Regulation 16(l)  
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil
- 14 Section 151(4)(a)(xi) Regulation 16(m)  
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: Nil
- 15 Section 151(4)(a)(xii) Regulation 16(n)  
The owners corporation has resolved to appoint a manager, being:  
VBCS PTY LTD Locked Bag 1291 Port Melbourne VIC 3207  
Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email: hcook@vbcs.com.au
- 16 Section 151(4)(a)(xiii) Regulation 16(o)  
No proposal has been made for the appointment of an administrator except as follows:  
Nil
- 17 Section 151(4)(b)(i)  
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)  
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii) Regulation 16(p)  
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)  
Other documents of a prescribed kind: Nil
- 21 Section 151(4)(b)(v)  
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
- 22 Other Matters See Attached 'OTHER MATTERS'

Victoria  
**OWNERS CORPORATIONS CERTIFICATE (Continued)**

Lot

177

On

Plan Number PS807636E

Issued on behalf of Owners Corporation Plan Number PS807636E  
by its manager, Victoria Body Corporate Services Pty Ltd.

Dated: **15 April 2025**



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Owners Corporation Manager  
**Jared Jones**

INSURANCE DETAILS  
TRILOGY PLACE OC1

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
<i>APPEAL EXPENSES WHS</i>	HU0006080041	100,000	13/04/26	26/03/25	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>BUILDING</i>	HU0006080041	105,000	13/04/26	26/03/25	1,307.00
CHU	MCLARDY MCSHANE INS BROKERS				
<i>CONTENTS</i>	HU0006080041	105,000	13/04/26	26/03/25	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>FIDELITY GUARANTEE</i>	HU0006080041	250,000	13/04/26	26/03/25	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>FLOOD</i>	HU0006080041	Included	13/04/26	26/03/25	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>GOVERNMENT AUDIT</i>	HU0006080041	25,000	13/04/26	26/03/25	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>LEGAL DEFENCE</i>	HU0006080041	50,000	13/04/26	26/03/25	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>LOSS RENT/TEMP ACCOM</i>	HU0006080041	15,750	13/04/26	26/03/25	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>PUBLIC LIABILITY</i>	HU0006080041	30,000,000	13/04/26	26/03/25	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>VOLUNTARY WORKERS</i>	HU0006080041	200,000/2,000	13/04/26	26/03/25	
CHU	MCLARDY MCSHANE INS BROKERS				

*Item 10 - Non-Budget Items*

SPECIAL LEVIES MAY BE RAISED TO COVER EXTRAORDINARY EXPENSES. PROSPECTIVE OWNERS SHOULD NOTE THAT SPECIAL LEVIES MAY BE RAISED BY THE OWNERS CORPORATION AT ANY POINT IF ADDITIONAL NON-BUDGETED EXPENSES ARISE WHICH ARE CURRENTLY UNKNOWN TO THE MANAGER.

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 31/03/26 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

*Item 11 - Common Property Affected*  
FOR CONTRACTS PLEASE SEE BELOW

VBCS MANAGEMENT AGREEMENT

*Item 22 - Other Matters*

FEE DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.

RULES APPLY (ATTACHED)



# Plan of Subdivision No. PS807636E

ABN 70 640 671 038

## STATEMENT

J G Brady & L R Brady  
17 Yellowstone Street  
SOUTH MORANG VIC 3752

Transfer Date:  
31/05/24

Statement Period			
01 Apr 24 to 15 Apr 25			
A/c No	186	Lot No	177
Page Number	1 of 1	Unit No	17

Linked

Date	Type	Details	Reference	Debit	Credit	Balance
24/05/24	Administrative Fund	Brought forward		10.59		10.59
31/05/24		01/07/24 To 30/09/24	I0000650	4.37		14.96
31/05/24	Receipt	Transfer				14.96
07/06/24	Admin. Fund Special	Administrative Fund	R0000145		10.59	4.37
01/08/24	Receipt	05/07/24	I0000717	253.65		258.02
01/08/24	Receipt	Administrative Fund	R0000270		4.37	253.65
01/08/24	Receipt	Admin. Fund Special	RA000270		253.65	0.00
30/08/24	Administrative Fund	01/10/24 To 31/12/24	I0000936	4.37		4.37
02/09/24	Receipt	Administrative Fund	R0000305		4.37	0.00
22/11/24	Administrative Fund	01/01/25 To 31/03/25	I0001183	4.37		4.37
30/12/24	Receipt	Administrative Fund	R0000533		4.37	0.00
18/02/25	Administrative Fund	01/04/25 To 30/06/25	I0001430	7.55		7.55
28/02/25	Receipt	Administrative Fund	R0000645		7.55	0.00
				\$284.90	\$284.90	Nil
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: Nil	
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid

### STRATAPAY



Tel: 1300 552 311  
Ref: 9753 6557 6

Telephone: Call this number to pay by credit card. International +613 8648 0158

VISA



www.stratamax.com.au  
Ref: 9753 6557 6

Internet: Visit this website to make a secure credit card payment over the internet.



www.stratapay.com/ddr  
Ref: 9753 6557 6

Direct Debit: Make auto payments directly from your nominated bank account or credit card.



All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.



Bill Code: 96503  
Ref: 297215691 1000 0001 868

BPay: Contact your participating financial institution to make a payment from your cheque or savings account.



In Person: Pay in-store at Australia Post by cheque or EFTPOS  
All cheques must be made payable to: The Owners

TRILOGY PLACE

LOT/UNIT

Lot 177/ Unit 17

STRATAPAY REFERENCE NO.

9753 6557 6

DUE DATE

TRILOGY PLACE OC1

MANAGED BY

VBCS PTY LTD

AMOUNT

\$0.00



\*496 297215691 10000001868



# **INTERIM DECISIONS OF ANNUAL GENERAL MEETING**

**OWNERS CORPORATION 1 PLAN NO. 807636  
AT 15 ANCHORAGE DRIVE, SOUTH MORANG, VIC 3752**

**Prepared by: Holly Cook  
Phone: 8531 8100  
Email: [vbcs@vbcs.com.au](mailto:vbcs@vbcs.com.au)  
Date of Meeting: 16 May 2024**

## INTERIM DECISIONS MINUTES OF ANNUAL GENERAL MEETING

**Owners Corporation Plan No:** 807636  
**Address:** 15 Anchorage Drive, SOUTH MORANG, VIC 3752  
**Held:** Video Conference  
**Date:** 16 May 2024 at 05:30 PM

**PRESENT:**

<u>Name</u>	<u>Lot</u>
Elsa Valenton	3
Shannon Turnbull	5
Meghnad Shetty	11
Andrew Duncanson	16
Gaylene Curran	17
Emma Fitzgerald	19
Scott Pappali	23
Diana Josifoska	25
Reiko Ellis	32
Mirjana Vukic	35
Kwok Foo & Saw Lim	43
Sushila Devi & Gopi Bala	48
Amber Griggs	53
Chandana Karunaratne	64
Katherine Graczyk	75
Margarita Nackovska & Nickolce Nackovski	78
Julien Anese	95
Juan Ordonez	100
Tamara Jane Jordan	115
Adam William Babb & Pauline Maria Babb	119
Danielle Cutler	120
Benjamin Grant	121
Caitlyn Bethke	125
Stefanie Ristevski	128
Melissa Fraser	131
Alan Healey	132
Rebecca Connell	134
Umberto D'Oria	138
Jon Ross Piscitelli	140
Yousef Jabbour	166
Anh Hoang & Thong Hoang	169
Gabrielle Bradshaw	170

**PRESENT BY PROXY:**

<u>Proxy Name</u>	<u>Lot</u>
Holly Cook was appointed as proxy for Adam Montebello	44

**APOLOGIES:**

Jamie Sutherland, Lot 99

**IN ATTENDANCE:**

Holly Cook, Victoria Body Corporate Services  
Parth Sharma, Victoria Body Corporate Services

<b>Motion 1.</b>	<b>Chairperson for the Meeting</b>	<b>Ordinary Resolution</b>
<b>IT WAS RESOLVED THAT</b> Holly Cook be appointed to act as the Chairperson of the Meeting.		

<b>Motion 2.</b>	<b>Minutes</b>	<b>Ordinary Resolution</b>
<b>IT WAS RESOLVED THAT</b> the Minutes of the previous Annual General Meeting held on 15/08/2022 be confirmed as a true and accurate account of proceedings at that Meeting.		

<b>Motion 3.</b>	<b>Financial Statements &amp; Position</b>	<b>Ordinary Resolution</b>
<b>IT WAS RESOLVED THAT</b> the Statement of Financial Performance and the Statement of Financial Position prepared by Victoria Body Corporate Services Pty Ltd for the period ending 31/03/2023 and 31/03/2024 be adopted.		

<b>Motion 4.</b>	<b>Annual Budget &amp; Contributions</b>	<b>Ordinary Resolution</b>
<b>IT WAS RESOLVED THAT</b> pursuant to Section 23 of the <i>Owners Corporations Act 2006</i> , the Owners Corporation adopts the Budget as reviewed and approved by your committee, for the period 01/04/2024 to 31/03/2025 (circulated with the notice of this meeting) and adopts amounts be raised to meet the anticipated expenses for the current financial year of the Owners Corporation as follows:		
Administrative Fund: \$5,000.00		
Maintenance Fund: \$0.00		
This Fund is to remain in force until the next Annual General Meeting.		
<b>FURTHER</b> , the Owners Corporation acknowledges the recommendation from VBCS that the Administration Fund be set in accordance with the amounts contained in the notice of the meeting, which was proposed to meet the anticipated running expenses for the financial year. Should the Owners Corporation's funds not be sufficient to meet incoming expenses, the Manager is authorised to convene a special general meeting (at additional cost to the Owners Corporation) to raise a special levy.		

**Motion 5.****Fees Due - Administration Fund****Ordinary Resolution**

**IT WAS RESOLVED THAT** pursuant to Section 31 of the *Owners Corporations Act 2006* the Manager will issue Administration Fund fee notices in accordance with the following schedule:

**Administration Fund**

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
	Current	1 Apr 2024	30 Jun 2024	1 Apr 2024	\$1,140.97	\$0.11410
	Current	1 Jul 2024	30 Sep 2024	1 Jul 2024	\$1,286.34	\$0.12863
	Current	1 Oct 2024	31 Dec 2024	1 Oct 2024	\$1,286.34	\$0.12863
	Current	1 Jan 2025	31 Mar 2025	1 Jan 2025	\$1,286.35	\$0.12864
<b>Total</b>		1 Apr 2024	31 Mar 2025		<b>\$5,000.00</b>	<b>\$0.50000</b>

**Interim Periods**

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
To be Issued	Next	1 Apr 2025	30 Jun 2025	1 Apr 2025	\$1,250.00	\$0.12500
<b>Total</b>		1 Apr 2025	30 Jun 2025		<b>\$1,250.00</b>	<b>\$0.12500</b>

<b>Motion 6.</b>	<b>Management of Levy Arrears</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Owners Corporation approve pursuant to the <i>Owners Corporations Act 2006</i> (including Sections 29, 31 &amp; 32) for the purpose of collecting levy contributions to authorise Victoria Body Corporate Services Pty Ltd to do any one or more of the following:</p> <ol style="list-style-type: none"> <li>1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans;</li> <li>2. To charge Lot Owners interest on any levies which are overdue, such interest is at a rate of 10% per annum, pursuant to Section 29 of the <i>Owners Corporations Act 2006</i>.</li> </ol> <p><b>Important Note:</b>  <b>The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation arising out of any default or breach under the <i>Owners Corporations Act 2006</i>, the <i>Owners Corporation Regulations 2007</i> or the Owners Corporation Rules</b></p> <ol style="list-style-type: none"> <li>3. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation;</li> <li>4. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any Lot Owner, mortgagee in possession and/or former Lot Owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;</li> <li>5. Enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;</li> <li>6. Liaise, instruct and prepare all matters with the Owners Corporations debt collection agents, lawyers and experts in relation to any levy recovery proceedings; and</li> <li>7. Any Lot Owner/s who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through magistrates court, debt collection agency or enforcement of any Orders made against the Lot Owner/s.</li> </ol>		

<b>Motion 7.</b>	<b>Delegation to Manager</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> pursuant to Section 11 of the <i>Owners Corporations Act 2006</i> the Owners Corporation delegate powers and functions to the Manager as set out in the minutes of this meeting and the Contract of Appointment.</p>		

<b>Motion 8.</b>	<b>Confirmation of Insurance</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> pursuant to part 3 Division 6 of the <i>Owners Corporations Act 2006</i>, the Manager continue the cover as per the schedule contained in the explanatory notes in the Notice of Annual General Meeting on all the land and property in which the Owner Corporation has an insurable interest with the current Insurer. The certificate of currency attached for the premium paid for the total of: \$1,547.93.</p>		

<b>Motion 9.</b>	<b>Renewal of Insurance Policy</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Manager arrange for a broker to provide comparative quotations for insurance cover prior to renewal. The Manager is requested to send comparative quotations from the broker to the Committee for its consideration. Should the Committee not respond prior to the due date for renewal, the Manager has a standing direction to place cover with the Insurer as recommended by the broker.</p>		

<b>Motion 10.</b>	<b>Insurance Excess Payment</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> if an excess is applied to any claim made on an insurance policy held by the Owners Corporation, the excess will be payable by the party responsible for the damage and for the avoidance of doubt the following will apply:</p> <ul style="list-style-type: none"> <li>• where damage is caused by an event or action on common property or by a shared service and rectification to common property and/or a lot or lots is required because of that action, the Owners Corporation will meet the excess; or</li> <li>• where damage is caused by an event or action from within a lot or a service specific to one lot, and rectification is required to common property and/or a lot or lots, the Owners Corporation will apply the benefit principle pursuant as set out in Section 24 of the <i>Owners Corporations Act 2006</i>. In that the lot/s responsible for the damage will be required to meet the amount of the insurance excess, and that the Owners Corporation may require that the excess is paid either to the Owners Corporation or the contractor undertaking the works prior to works commencing.</li> </ul>		

<b>Motion 11.</b>	<b>Common Property Safety</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Owners Corporation instructs the Manager to review with the committee the engagement of a suitably qualified and insured building consultant to conduct an inspection of the common property and prepare a common property safety report which meets the requirements of the <i>Occupational Health &amp; Safety Act 2004</i> identifying any matters on common property which the Owners Corporation is required to attend, to comply with the relevant legislation and safety obligations under common law.</p>		

<b>Motion 12.</b>	<b>Essential Safety Measures</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Owners Corporation reviews its Essential Safety Measures (ESMs) obligations with the committee.</p> <p><b>FURTHER</b> that the Manager is instructed to engage a Building Consultant on behalf of the Owners Corporation to conduct an audit to determine if the Owners Corporation is complying with its ESM obligations and provides a report to the Committee for further instructions to the Manager.</p>		

<b>Motion 13.</b>	<b>Engagement of Contractors</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.</p>		

<b>Motion 14.</b>	<b>Approved Minor Works</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Manager is authorised to approve works for non-urgent matters where the cost is anticipated to be less than \$1,000.00 inclusive of GST without obtaining the prior approval of the Owners Corporation.</p>		

<b>Motion 15.</b>	<b>After Hours Service</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> pursuant to section 24(2A) of the <i>Owners Corporations Act 2006</i> that the Owners Corporation will strike a special levy for the cost of administration and attendance in responding to a call made to the after-hours service provided by the manager where the call is in not in regard to common property but to a lot with the levy apportioned to the caller's lot based upon the benefit principle.</p>		

<b>Item 16.</b>	<b>Committee Report</b>	
<p>Pursuant to section 115 of the Owners Corporations Act 2006 a verbal Committee Report was presented at the meeting.</p>		

<b>Motion 17.</b>	<b>Delegation to Committee/Chairperson</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Owners Corporation delegates by these minutes to the incoming elected Committee/Chairperson of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the <i>Owners Corporations Act 2006</i> with the exclusion of a unanimous resolution, a special resolution, a resolution at a General Meeting or the appointment of a Manager.</p>		

<b>Motion 18.</b>	<b>Election of Owners Corporation Committee/Chairperson of Owners Corporation</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> in accordance with Sections 98.1 and 100 of the <i>Owners Corporations Act 2006</i>, the election of the Owners Corporation Committee/Chairperson of the Owners Corporation takes place and that:</p> <ul style="list-style-type: none"> <li>• The Chairperson of the meeting announce the names of the candidates already nominated in writing for election to the Owners Corporation Committee; and</li> <li>• The Chairperson of the meeting calls for any oral nominations of candidates eligible/ financial for elections to the Owners Corporation Committee;</li> <li>• The Chairperson of the meeting declares that nominations are closed;</li> <li>• That the number of members to the Owners Corporation Committee or Chairperson of the Owners Corporation be set;</li> <li>• That the elected Committee may determine that notice to be given for committee meeting and is not required to give three (3) days notice as set down in Section 109 of the <i>Owners Corporations Act 2006</i>; and</li> <li>• Where a Committee or Chairperson of the Owners Corporation is not elected, the Chairperson of the meeting will advise members that the Owners Corporation is in breach of Part 5 (including Section 98.1) of the Owners Corporations Act and any decision of the Owners Corporation will be determined by Postal Ballot.</li> </ul>		

<b>Motion 19.</b>	<b>Members</b>	
<b>Election of Ordinary Member</b>		
<b>IT WAS RESOLVED THAT</b> the following Members be appointed until the next Annual General Meeting.		
<b>Name</b>	<b>Unit</b>	<b>Details</b>
Shannon Turnbull	5	
Scott Pappali	23	
Kwok Whye Foo	43	
Adam Montebello	44	
Katherine Graczyk	75	
Umberto D'Oria	138	
Yousef Jabbour	166	

**THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 06:28 PM**

*H Cook*

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**Holly Cook**

## **Notice pursuant to Section 78 of the Owners Corporations Act 2006**

As the general meeting did not have a quorum, Section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at that meeting are interim resolutions and take effect in accordance with that Section. We set out subsections (78(1) to 78(4) inclusive and draw your attention to Section 78(4).

- (1) Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (1A) Subject to subsections (1B) and (1C), the Manager of an Owners Corporation may pass an interim resolution at a general meeting of the Owners Corporation if no lot Owner is present (whether in person or by proxy) at the meeting.
- (1B) The Manager must not pass an interim resolution under subsection (1) that—
  - (a) affects the contract of appointment of the Manager; or
  - (b) involves an amount that is greater than 10% of the annual budget of the Owners Corporation; or
  - (c) if the annual budget has not been set for the relevant year, involves an amount that is greater than 10% of the annual budget of the Owners Corporation for the previous year.
- (1C) An Owners Corporation, by ordinary resolution, may exclude or alter the power of the Manager to make an interim resolution under subsection (1A).
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot Owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of subsection (4).
- (4) Interim resolutions become resolutions of the Owners Corporation—
  - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
  - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
  - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

### **Note**

*The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.*

## Information for Owners

### Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.
2. Most Owners Corporations are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.
3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.  
The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.
4. The building insurance policy covers damage to fixtures but not fittings.  
The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.

Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.

6. All owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.
7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable. If a building is not insured by the Owners Corporation, the loss of rent cover is not available.

For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member's unit, the excess is met by the member making the claim.

## Owners Portal & Website Information

### Website

On our website [www.vbcs.com.au](http://www.vbcs.com.au) you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

### Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- ✓ Minutes of AGM
- ✓ Notices of AGM
- ✓ Registered Rules
- ✓ Insurance valuation & report
- ✓ VBCS Newsletter
- ✓ Account balance & fin. status

Information for Committee Members (in addition to the Owners reports):

- ✓ Financial reports (all owners)
- ✓ Aged balance list
- ✓ Bank balances
- ✓ Committee reports

### How can I access the portal?

- 1) Visit our website at [www.vbcs.com.au](http://www.vbcs.com.au) and click on "Owners Login" on the top right corner.
- 2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
- 3) Enter your "Password" that has been sent to you by mail.
- 4) Click "UPGRADE" and follow the instruction to activate your account.

### Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

### I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

### What if I can't remember my password?

Please visit [www.vbcs.com.au](http://www.vbcs.com.au) and click on "Owners Login".

On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100

Email: [vbcs@vbcs.com.au](mailto:vbcs@vbcs.com.au)

## SCHEDULE

### FORM 1

Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001

**Subdivision Act 1988**

## STANDARD RULES

### **Use of common property and lots**

A member must not, and must ensure that the occupier of a member's lot does not-

- (a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
  - (b) Park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;
  - (c) Use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;
  - (d) Make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;
  - (e) Make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am;
  - (f) Keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.
-

# Schedule 2—Model rules for an owners corporation

Regulation 11

## 1 Health, safety and security

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

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

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

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### 1.3 Waste disposal

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

### 1.4 Smoke penetration

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

### 1.5 Fire safety information

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

## 2 Committees and sub-committees

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

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

## 3 Management and administration

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

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

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

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

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

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

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

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

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5 Lots**

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

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

#### **Example**

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

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

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

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

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

## **6 Behaviour of persons**

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

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

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

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

# Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

## 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 Use 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

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requires this.

For any document to be executed under the common seal of the owners corporation, the sealing clause must comply with the requirements of section 21 of the Owners Corporations Act 2006.

Any document which makes incorrect reference to body corporate when owners corporation is appropriate, or has a sealing clause which does not meet the requirements of section 21 of the Owners Corporation Act 2006 will be returned to the party forwarding the document for correction.

#### Assignment or Transfer of Interest in a Lease, Licence or Special Privilege

Parties who seek to assign the interest in a lease, licence or special privilege to common property granted by the owners corporation in conjunction with the sale of a lot must take note of the following and ensure that all required matters are properly completed.

It is the responsibility of the vendor:

- to produce the lease, licence or special privilege and any antecedent assignment required by the covenants of the agreement; and
- to provide to the purchaser the documentation which the parties intend to rely upon in seeking to transfer any right under a lease, licence or special privilege.

The vendor and purchaser will agree as to the whether the vendor or purchaser will prepare any required the documentation necessary to effect assignment or transfer of the rights.

Any document or deed of assignment or transfer which is to be executed by the owners corporation is required to be sealed pursuant to section 20 of the Owners Corporations Act 2006. This may necessitate a committee meeting is convened or a postal ballot pursuant to Part 4 of Division 5 of the Owners Corporations Act 2006 is conducted in order to approve the transfer and execution of documents. In order to allow sufficient time to seek the necessary consent of the owners corporation, at least 20 working days must be allowed for approval of documents. The approval of any assignment or transfer is by the owners corporation and not by Victoria Body Corporate Services Pty Ltd. If the owners corporation wishes to seek legal advice regarding the assignment or transfer of a lease, licence or special privilege this may extend the time required.

If any required prior assignment or transfer has not been undertaken and the chain of assignment to the current claimant of the grant is not completed, it is the responsibility of the vendor and/or purchaser to determine if the failure to complete antecedent assignments or transfers can be rectified in accordance with the terms of the grant and then take such steps as are necessary to satisfy the requirements of the agreement and owners corporation.

If an assignment or transfer has not been made, the terms of the grant may determine that the agreement has been extinguished on that failure and thus the right comprehended by the original grant cannot be transferred. If the vendor or purchaser wish to re-enliven the rights previously granted, it will be necessary to comply with section 14 of the Owners Corporations Act 2006 which requires that the owners corporation approve the grant by passing a special resolution.

The cost of any work associated with the assignment of a lease or licence, including file searches, is not included in the fee for the provision of an owners corporation certificate and will be charged at our current professional rates. This will include seeking the approval of the committee or owners corporation by way of general meeting, committee meeting or postal ballot for the approval of the execution of any assignment documents by the owners corporation.

It is the obligation of the vendor to ensure that the purchaser is aware of these conditions and this should be done by providing a copy of this document to the purchaser as this office does not provide separate advice unless an owners corporation certificate is sought. The failure of the vendor to provide this advice will not alter the obligation of the purchaser to comply with the above.

Yours faithfully  
VICTORIA BODY CORPORATE SERVICES PTY LTD

A handwritten signature in black ink, consisting of a stylized 'J' followed by a horizontal line and a loop.

Direct Telephone (03) 8531 8100  
Direct Email : [certificates@smartercommunities.com.au](mailto:certificates@smartercommunities.com.au)

INFORMATION ONLY



## OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 177 On Plan Number PS807636E

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

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$0.00)

Nil

- 6 Section 151(4)(a)(v) Regulation 16(e)  
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil
- 7 Section 151(4)(a)(iv) Regulation 16(f)  
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS
- 8 Section 151(4)(a)(iv) Regulation 16(g)  
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have not
- 9 Section 151(4)(a)(vi) Regulation 16(h)  
Total funds held by owners corporation (including any investment accounts): \$225,783.25
- 10 Section 151(4)(a)(vii) Regulation 16(i)  
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: See Attached 'NON-BUDGET ITEMS'
- 11 Section 151(4)(a)(viii) Regulation 16(j)  
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: See Attached 'COMMON PROPERTY AFFECTED'
- 12 Section 151(4)(a)(ix) Regulation 16(k)  
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil
- 13 Section 151(4)(a)(x) Regulation 16(l)  
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil
- 14 Section 151(4)(a)(xi) Regulation 16(m)  
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: See Attached 'PROCEEDINGS'
- 15 Section 151(4)(a)(xii) Regulation 16(n)  
The owners corporation has resolved to appoint a manager, being:  
VBCS PTY LTD Locked Bag 1291 Port Melbourne VIC 3207  
Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email: hcook@vbcs.com.au
- 16 Section 151(4)(a)(xiii) Regulation 16(o)  
No proposal has been made for the appointment of an administrator except as follows:  
Nil
- 17 Section 151(4)(b)(i)  
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)  
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii) Regulation 16(p)  
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)  
Other documents of a prescribed kind: Nil
- 21 Section 151(4)(b)(v)  
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
- 22 Other Matters See Attached 'OTHER MATTERS'

Victoria  
**OWNERS CORPORATIONS CERTIFICATE (Continued)**

Lot

177

On

Plan Number PS807636E

Issued on behalf of Owners Corporation Plan Number PS807636E  
by its manager, Victoria Body Corporate Services Pty Ltd.

Dated: **15 April 2025**



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Owners Corporation Manager  
**Jared Jones**

INSURANCE DETAILS  
TRILOGY PLACE OC2 (807636)

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
<i>APPEAL EXPENSES WHS</i>	HU0006057209	100,000	11/12/25	12/12/24	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>BUILDING</i>	HU0006057209	159,265,746	11/12/25	12/12/24	180,895.00
CHU	MCLARDY MCSHANE INS BROKERS				
<i>CATASTROPHE</i>	HU0006057209	23,889,861	11/12/25	12/12/24	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>CONTENTS</i>	HU0006057209	1,592,657	11/12/25	12/12/24	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>FIDELITY GUARANTEE</i>	HU0006057209	250,000	11/12/25	12/12/24	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>GOVERNMENT AUDIT</i>	HU0006057209	25,000	11/12/25	12/12/24	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>LEGAL DEFENCE</i>	HU0006057209	50,000	11/12/25	12/12/24	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>LOSS RENT/TEMP ACCOM</i>	HU0006057209	23,889,861	11/12/25	12/12/24	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>LOT OWNERS FIXTURES</i>	HU0006057209	250,000 (per lot)	11/12/25	12/12/24	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>OFFICE BEARER</i>	HU0006057209	1,000,000	11/12/25	12/12/24	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>PUBLIC LIABILITY</i>	HU0006057209	20,000,000	11/12/25	12/12/24	
CHU	MCLARDY MCSHANE INS BROKERS				
<i>VOLUNTARY WORKERS</i>	HU0006057209	200,000	11/12/25	12/12/24	
CHU	MCLARDY MCSHANE INS BROKERS				

*Item 10 - Non-Budget Items*

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 31/03/25 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

*Item 11 - Common Property Affected*

FOR CONTRACTS REFER BELOW.

ORIGIN ENERGY – EMBEDDED NETWORK (ALL RESIDENTS NEEDS TO SIGN UP WITH ORIGIN FOR THEIR POWER)  
VICTORIAN ENVIRONMENTAL WASTE- WASTE MANAGEMENT  
G2G BUILDING MAINTENANCE - CARETAKER/GARDENER  
VBCS MANAGEMENT AGREEMENT

*Item 14 - Proceedings*

APPLICATION TO VCAT FOR RECOVERY OF ARREARS FROM MEMBER/S

*Item 22 - Other Matters*

FEEs DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.

RULES APPLY (ATTACHED)

IT IS NOTED THAT THIS SITE IS A STAGE DEVELOPMENT.

## OWNERS CORPORATION CERTIFICATE (Continued)

Name of Owners Corporation	<b>TRILOGY PLACE OC2 (807636)</b>
Lot No.	<b>177</b> on Plan No <b>PS807636E</b>

**ANNEXURE - LEVY DETAILS**

Description	Amount	Due Date	Date Paid	Discount	If paid by	Date of Notice	Amount Overdue	Amount Unpaid
<b>ADMINISTRATIVE FUND</b>								
01/04/24 to 30/06/24	314.53	22/04/24	31/05/24	0.00	22/04/24	21/03/24		
01/07/24 to 30/09/24	494.38	01/07/24	01/08/24	0.00	01/07/24	24/05/24		
01/10/24 to 31/12/24	494.38	01/10/24	27/09/24	0.00	01/10/24	31/08/24		
01/01/25 to 31/03/25	494.38	01/01/25	22/11/24	0.00	01/01/25	22/11/24		
01/04/25****30/06/25	376.64	01/04/25	28/02/25	0.00	01/04/25	18/02/25	0.00	0.00
01/07/25****30/09/25	376.64	01/07/25		0.00	01/07/25			
01/10/25****31/12/25	376.64	01/10/25		0.00	01/10/25			
01/01/26****31/03/26	376.64	01/01/26		0.00	01/01/26			
01/04/26****30/06/26	376.64	01/04/26		0.00	01/04/26			
<b>MAINTENANCE FUND</b>								
01/07/24 to 30/09/24	88.27	01/07/24	01/08/24	0.00	01/07/24	24/05/24		
01/10/24 to 31/12/24	88.27	01/10/24	27/09/24	0.00	01/10/24	31/08/24		
01/01/25 to 31/03/25	88.27	01/01/25	26/11/24	0.00	01/01/25	22/11/24		
01/04/25****30/06/25	72.91	01/04/25	28/02/25	0.00	01/04/25	18/02/25	0.00	0.00
01/07/25****30/09/25	72.91	01/07/25		0.00	01/07/25			
01/10/25****31/12/25	72.91	01/10/25		0.00	01/10/25			
01/01/26****31/03/26	72.91	01/01/26		0.00	01/01/26			
01/04/26****30/06/26	72.91	01/04/26		0.00	01/04/26			

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

# Plan of Subdivision No. PS807636E OC2

ABN 56 976 016 499

## STATEMENT

J G Brady & L R Brady  
17 Yellowstone Street  
SOUTH MORANG VIC 3752

Transfer Date:  
31/05/24

Statement Period			
01 Apr 24 to 15 Apr 25			
A/c No	181	Lot No	177
Page Number	1 of 2	Unit No	17

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		314.53		314.53
24/05/24	Administrative Fund	01/07/24 To 30/09/24	I0000427	494.38		808.91
24/05/24	Maintenance Fund	01/07/24 To 30/09/24	I0000669	88.27		897.18
31/05/24		Transfer				897.18
31/05/24	Receipt	Administrative Fund	R0000190		314.53	582.65
15/07/24	Other	Arrears Notice Fee	M0000215	27.50		610.15
30/07/24	Other	Arrears Notice Fee	M0000304	38.50		648.65
01/08/24	Receipt	Administrative Fund	R0000447		494.38	154.27
01/08/24	Receipt	Maintenance Fund	RA000447		88.27	66.00
01/08/24	Receipt	Other	RB000447		66.00	0.00
13/08/24	Receipt	Administrative Fund	R0000460		70.00	-70.00
20/08/24	Receipt	Administrative Fund	R0000467		70.00	-140.00
27/08/24	Receipt	Administrative Fund	R0000472		70.00	-210.00
31/08/24	Administrative Fund	01/10/24 To 31/12/24	I0000915	494.38		284.38
31/08/24	Maintenance Fund	01/10/24 To 31/12/24	I0001157	88.27		372.65
03/09/24	Receipt	Administrative Fund	R0000490		70.00	302.65
10/09/24	Receipt	Administrative Fund	R0000516		70.00	232.65
17/09/24	Receipt	Administrative Fund	R0000539		70.00	162.65
<b>More details on next page...</b>				<b>\$1,545.83</b>	<b>\$1,383.18</b>	<b>\$162.65</b>
Over 90 Days	90 Days	60 Days	30 Days	Current	<b>BALANCE DUE: Nil</b>	
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid

### STRATAPAY



Tel: 1300 552 311  
Ref: 9753 6558 4

Telephone: Call this number to pay by credit card. International +613 8648 0158



www.stratamax.com.au  
Ref: 9753 6558 4

Internet: Visit this website to make a secure credit card payment over the internet.



www.stratapay.com/ddr  
Ref: 9753 6558 4

Direct Debit: Make auto payments directly from your nominated bank account or credit card.



All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.

#### LOT/UNIT

Lot 177/ Unit 17

#### STRATAPAY REFERENCE NO.

9753 6558 4

#### DUE DATE

TRILOGY PLACE OC2 (807636)

#### MANAGED BY

VBCS PTY LTD

#### AMOUNT

**\$0.00**



Bill Code: 96503  
Ref: 265435339 1000 0001 819

BPay: Contact your participating financial institution to make a payment from your cheque or savings account.



In Person: Pay in-store at Australia Post by cheque or EFTPOS  
All cheques must be made payable to: The Owners

TRILOGY PLACE OC2



\*496 265435339 10000001819

## Plan of Subdivision No. PS807636E OC2

### STATEMENT

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J G Brady & L R Brady 17 Yellowstone Street SOUTH MORANG VIC 3752
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Statement Period			
01 Apr 24 to 15 Apr 25			
A/c No	181	Lot No	177
Page Number	2 of 2		

Linked

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		1,545.83	1,383.18	162.65
24/09/24	Receipt	Administrative Fund	R0000561		70.00	92.65
27/09/24	Receipt	Administrative Fund	R0000577		4.38	88.27
27/09/24	Receipt	Maintenance Fund	RA000577		88.27	0.00
01/10/24	Receipt	Administrative Fund	R0000704		70.00	-70.00
08/10/24	Receipt	Administrative Fund	R0000738		70.00	-140.00
15/10/24	Receipt	Administrative Fund	R0000746		70.00	-210.00
22/10/24	Receipt	Administrative Fund	R0000762		70.00	-280.00
29/10/24	Receipt	Administrative Fund	R0000767		70.00	-350.00
05/11/24	Receipt	Administrative Fund	R0000775		70.00	-420.00
12/11/24	Receipt	Administrative Fund	R0000777		70.00	-490.00
19/11/24	Receipt	Administrative Fund	R0000782		70.00	-560.00
22/11/24	Administrative Fund	01/01/25 To 31/03/25	I0001399	494.38		-65.62
22/11/24	Maintenance Fund	01/01/25 To 31/03/25	I0001641	88.27		22.65
26/11/24	Receipt	Administrative Fund	R0000795		47.35	-24.70
26/11/24	Receipt	Maintenance Fund	RA000795		22.65	-47.35
18/02/25	Administrative Fund	01/04/25 To 30/06/25	I0001883	376.64		329.29
18/02/25	Maintenance Fund	01/04/25 To 30/06/25	I0002125	72.91		402.20
28/02/25	Receipt	Administrative Fund	R0001100		329.29	72.91
28/02/25	Receipt	Maintenance Fund	RA001100		72.91	0.00
				\$2,578.03	\$2,578.03	Nil



# **INTERIM DECISIONS OF ANNUAL GENERAL MEETING**

**OWNERS CORPORATION 1 PLAN NO. 807636  
AT 15 ANCHORAGE DRIVE, SOUTH MORANG, VIC 3752**

**Prepared by: Holly Cook  
Phone: 8531 8100  
Email: [vbcs@vbcs.com.au](mailto:vbcs@vbcs.com.au)  
Date of Meeting: 16 May 2024**

## INTERIM DECISIONS MINUTES OF ANNUAL GENERAL MEETING

**Owners Corporation Plan No:** 807636  
**Address:** 15 Anchorage Drive, SOUTH MORANG, VIC 3752  
**Held:** Video Conference  
**Date:** 16 May 2024 at 05:30 PM

**PRESENT:**

<u>Name</u>	<u>Lot</u>
Elsa Valenton	3
Shannon Turnbull	5
Meghnad Shetty	11
Andrew Duncanson	16
Gaylene Curran	17
Emma Fitzgerald	19
Scott Pappali	23
Diana Josifoska	25
Reiko Ellis	32
Mirjana Vukic	35
Kwok Foo & Saw Lim	43
Sushila Devi & Gopi Bala	48
Amber Griggs	53
Chandana Karunaratne	64
Katherine Graczyk	75
Margarita Nackovska & Nickolce Nackovski	78
Julien Anese	95
Juan Ordonez	100
Tamara Jane Jordan	115
Adam William Babb & Pauline Maria Babb	119
Danielle Cutler	120
Benjamin Grant	121
Caitlyn Bethke	125
Stefanie Ristevski	128
Melissa Fraser	131
Alan Healey	132
Rebecca Connell	134
Umberto D'Oria	138
Jon Ross Piscitelli	140
Yousef Jabbour	166
Anh Hoang & Thong Hoang	169
Gabrielle Bradshaw	170

**PRESENT BY PROXY:**

<u>Proxy Name</u>	<u>Lot</u>
Holly Cook was appointed as proxy for Adam Montebello	44

**APOLOGIES:**

Jamie Sutherland, Lot 99

**IN ATTENDANCE:**

Holly Cook, Victoria Body Corporate Services  
 Parth Sharma, Victoria Body Corporate Services

<b>Motion 1.</b>	<b>Chairperson for the Meeting</b>	<b>Ordinary Resolution</b>
<b>IT WAS RESOLVED THAT</b> Holly Cook be appointed to act as the Chairperson of the Meeting.		

<b>Motion 2.</b>	<b>Minutes</b>	<b>Ordinary Resolution</b>
<b>IT WAS RESOLVED THAT</b> the Minutes of the previous Annual General Meeting held on 15/08/2022 be confirmed as a true and accurate account of proceedings at that Meeting.		

<b>Motion 3.</b>	<b>Financial Statements &amp; Position</b>	<b>Ordinary Resolution</b>
<b>IT WAS RESOLVED THAT</b> the Statement of Financial Performance and the Statement of Financial Position prepared by Victoria Body Corporate Services Pty Ltd for the period ending 31/03/2023 and 31/03/2024 be adopted.		

<b>Motion 4.</b>	<b>Annual Budget &amp; Contributions</b>	<b>Ordinary Resolution</b>				
<p><b>IT WAS RESOLVED THAT</b> pursuant to Section 23 of the <i>Owners Corporations Act 2006</i>, the Owners Corporation adopts the Budget as reviewed and approved by your committee, for the period 01/04/2024 to 31/03/2025 (circulated with the notice of this meeting) and adopts amounts be raised to meet the anticipated expenses for the current financial year of the Owners Corporation as follows:</p> <table> <tr> <td>Administrative Fund:</td> <td>\$5,000.00</td> </tr> <tr> <td>Maintenance Fund:</td> <td>\$0.00</td> </tr> </table> <p>This Fund is to remain in force until the next Annual General Meeting.</p> <p><b>FURTHER</b>, the Owners Corporation acknowledges the recommendation from VBCS that the Administration Fund be set in accordance with the amounts contained in the notice of the meeting, which was proposed to meet the anticipated running expenses for the financial year. Should the Owners Corporation's funds not be sufficient to meet incoming expenses, the Manager is authorised to convene a special general meeting (at additional cost to the Owners Corporation) to raise a special levy.</p>			Administrative Fund:	\$5,000.00	Maintenance Fund:	\$0.00
Administrative Fund:	\$5,000.00					
Maintenance Fund:	\$0.00					

**Motion 5.****Fees Due - Administration Fund****Ordinary Resolution**

**IT WAS RESOLVED THAT** pursuant to Section 31 of the *Owners Corporations Act 2006* the Manager will issue Administration Fund fee notices in accordance with the following schedule:

**Administration Fund**

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
	Current	1 Apr 2024	30 Jun 2024	1 Apr 2024	\$1,140.97	\$0.11410
	Current	1 Jul 2024	30 Sep 2024	1 Jul 2024	\$1,286.34	\$0.12863
	Current	1 Oct 2024	31 Dec 2024	1 Oct 2024	\$1,286.34	\$0.12863
	Current	1 Jan 2025	31 Mar 2025	1 Jan 2025	\$1,286.35	\$0.12864
<b>Total</b>		1 Apr 2024	31 Mar 2025		<b>\$5,000.00</b>	<b>\$0.50000</b>

**Interim Periods**

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
To be Issued	Next	1 Apr 2025	30 Jun 2025	1 Apr 2025	\$1,250.00	\$0.12500
<b>Total</b>		1 Apr 2025	30 Jun 2025		<b>\$1,250.00</b>	<b>\$0.12500</b>

<b>Motion 6.</b>	<b>Management of Levy Arrears</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Owners Corporation approve pursuant to the <i>Owners Corporations Act 2006</i> (including Sections 29, 31 &amp; 32) for the purpose of collecting levy contributions to authorise Victoria Body Corporate Services Pty Ltd to do any one or more of the following:</p> <ol style="list-style-type: none"> <li>1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans;</li> <li>2. To charge Lot Owners interest on any levies which are overdue, such interest is at a rate of 10% per annum, pursuant to Section 29 of the <i>Owners Corporations Act 2006</i>.</li> </ol> <p><b>Important Note:</b>  <b>The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation arising out of any default or breach under the <i>Owners Corporations Act 2006</i>, the <i>Owners Corporation Regulations 2007</i> or the Owners Corporation Rules</b></p> <ol style="list-style-type: none"> <li>3. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation;</li> <li>4. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any Lot Owner, mortgagee in possession and/or former Lot Owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;</li> <li>5. Enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;</li> <li>6. Liaise, instruct and prepare all matters with the Owners Corporations debt collection agents, lawyers and experts in relation to any levy recovery proceedings; and</li> <li>7. Any Lot Owner/s who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through magistrates court, debt collection agency or enforcement of any Orders made against the Lot Owner/s.</li> </ol>		

<b>Motion 7.</b>	<b>Delegation to Manager</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> pursuant to Section 11 of the <i>Owners Corporations Act 2006</i> the Owners Corporation delegate powers and functions to the Manager as set out in the minutes of this meeting and the Contract of Appointment.</p>		

<b>Motion 8.</b>	<b>Confirmation of Insurance</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> pursuant to part 3 Division 6 of the <i>Owners Corporations Act 2006</i>, the Manager continue the cover as per the schedule contained in the explanatory notes in the Notice of Annual General Meeting on all the land and property in which the Owner Corporation has an insurable interest with the current Insurer. The certificate of currency attached for the premium paid for the total of: \$1,547.93.</p>		

<b>Motion 9.</b>	<b>Renewal of Insurance Policy</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Manager arrange for a broker to provide comparative quotations for insurance cover prior to renewal. The Manager is requested to send comparative quotations from the broker to the Committee for its consideration. Should the Committee not respond prior to the due date for renewal, the Manager has a standing direction to place cover with the Insurer as recommended by the broker.</p>		

<b>Motion 10.</b>	<b>Insurance Excess Payment</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> if an excess is applied to any claim made on an insurance policy held by the Owners Corporation, the excess will be payable by the party responsible for the damage and for the avoidance of doubt the following will apply:</p> <ul style="list-style-type: none"> <li>• where damage is caused by an event or action on common property or by a shared service and rectification to common property and/or a lot or lots is required because of that action, the Owners Corporation will meet the excess; or</li> <li>• where damage is caused by an event or action from within a lot or a service specific to one lot, and rectification is required to common property and/or a lot or lots, the Owners Corporation will apply the benefit principle pursuant as set out in Section 24 of the <i>Owners Corporations Act 2006</i>. In that the lot/s responsible for the damage will be required to meet the amount of the insurance excess, and that the Owners Corporation may require that the excess is paid either to the Owners Corporation or the contractor undertaking the works prior to works commencing.</li> </ul>		

<b>Motion 11.</b>	<b>Common Property Safety</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Owners Corporation instructs the Manager to review with the committee the engagement of a suitably qualified and insured building consultant to conduct an inspection of the common property and prepare a common property safety report which meets the requirements of the <i>Occupational Health &amp; Safety Act 2004</i> identifying any matters on common property which the Owners Corporation is required to attend, to comply with the relevant legislation and safety obligations under common law.</p>		

<b>Motion 12.</b>	<b>Essential Safety Measures</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Owners Corporation reviews its Essential Safety Measures (ESMs) obligations with the committee.</p> <p><b>FURTHER</b> that the Manager is instructed to engage a Building Consultant on behalf of the Owners Corporation to conduct an audit to determine if the Owners Corporation is complying with its ESM obligations and provides a report to the Committee for further instructions to the Manager.</p>		

<b>Motion 13.</b>	<b>Engagement of Contractors</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.</p>		

<b>Motion 14.</b>	<b>Approved Minor Works</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Manager is authorised to approve works for non-urgent matters where the cost is anticipated to be less than \$1,000.00 inclusive of GST without obtaining the prior approval of the Owners Corporation.</p>		

<b>Motion 15.</b>	<b>After Hours Service</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> pursuant to section 24(2A) of the <i>Owners Corporations Act 2006</i> that the Owners Corporation will strike a special levy for the cost of administration and attendance in responding to a call made to the after-hours service provided by the manager where the call is in not in regard to common property but to a lot with the levy apportioned to the caller's lot based upon the benefit principle.</p>		

<b>Item 16.</b>	<b>Committee Report</b>	
<p>Pursuant to section 115 of the Owners Corporations Act 2006 a verbal Committee Report was presented at the meeting.</p>		

<b>Motion 17.</b>	<b>Delegation to Committee/Chairperson</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> the Owners Corporation delegates by these minutes to the incoming elected Committee/Chairperson of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the <i>Owners Corporations Act 2006</i> with the exclusion of a unanimous resolution, a special resolution, a resolution at a General Meeting or the appointment of a Manager.</p>		

<b>Motion 18.</b>	<b>Election of Owners Corporation Committee/Chairperson of Owners Corporation</b>	<b>Ordinary Resolution</b>
<p><b>IT WAS RESOLVED THAT</b> in accordance with Sections 98.1 and 100 of the <i>Owners Corporations Act 2006</i>, the election of the Owners Corporation Committee/Chairperson of the Owners Corporation takes place and that:</p> <ul style="list-style-type: none"> <li>• The Chairperson of the meeting announce the names of the candidates already nominated in writing for election to the Owners Corporation Committee; and</li> <li>• The Chairperson of the meeting calls for any oral nominations of candidates eligible/ financial for elections to the Owners Corporation Committee;</li> <li>• The Chairperson of the meeting declares that nominations are closed;</li> <li>• That the number of members to the Owners Corporation Committee or Chairperson of the Owners Corporation be set;</li> <li>• That the elected Committee may determine that notice to be given for committee meeting and is not required to give three (3) days notice as set down in Section 109 of the <i>Owners Corporations Act 2006</i>; and</li> <li>• Where a Committee or Chairperson of the Owners Corporation is not elected, the Chairperson of the meeting will advise members that the Owners Corporation is in breach of Part 5 (including Section 98.1) of the Owners Corporations Act and any decision of the Owners Corporation will be determined by Postal Ballot.</li> </ul>		

<b>Motion 19.</b>	<b>Members</b>	
<b>Election of Ordinary Member</b>		
<b>IT WAS RESOLVED THAT</b> the following Members be appointed until the next Annual General Meeting.		
<b>Name</b>	<b>Unit</b>	<b>Details</b>
Shannon Turnbull	5	
Scott Pappali	23	
Kwok Whye Foo	43	
Adam Montebello	44	
Katherine Graczyk	75	
Umberto D'Oria	138	
Yousef Jabbour	166	

**THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 06:28 PM**

*H Cook*

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**Holly Cook**

## **Notice pursuant to Section 78 of the Owners Corporations Act 2006**

As the general meeting did not have a quorum, Section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at that meeting are interim resolutions and take effect in accordance with that Section. We set out subsections (78(1) to 78(4) inclusive and draw your attention to Section 78(4).

- (1) Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (1A) Subject to subsections (1B) and (1C), the Manager of an Owners Corporation may pass an interim resolution at a general meeting of the Owners Corporation if no lot Owner is present (whether in person or by proxy) at the meeting.
- (1B) The Manager must not pass an interim resolution under subsection (1) that—
  - (a) affects the contract of appointment of the Manager; or
  - (b) involves an amount that is greater than 10% of the annual budget of the Owners Corporation; or
  - (c) if the annual budget has not been set for the relevant year, involves an amount that is greater than 10% of the annual budget of the Owners Corporation for the previous year.
- (1C) An Owners Corporation, by ordinary resolution, may exclude or alter the power of the Manager to make an interim resolution under subsection (1A).
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot Owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of subsection (4).
- (4) Interim resolutions become resolutions of the Owners Corporation—
  - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
  - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
  - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

### **Note**

*The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.*

## Information for Owners

### Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.
2. Most Owners Corporations are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.
3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.  
The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.
4. The building insurance policy covers damage to fixtures but not fittings.  
The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.

Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.

6. All owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.
7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable. If a building is not insured by the Owners Corporation, the loss of rent cover is not available.

For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member's unit, the excess is met by the member making the claim.

## Owners Portal & Website Information

### Website

On our website [www.vbcs.com.au](http://www.vbcs.com.au) you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

### Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- ✓ Minutes of AGM
- ✓ Notices of AGM
- ✓ Registered Rules
- ✓ Insurance valuation & report
- ✓ VBCS Newsletter
- ✓ Account balance & fin. status

Information for Committee Members (in addition to the Owners reports):

- ✓ Financial reports (all owners)
- ✓ Aged balance list
- ✓ Bank balances
- ✓ Committee reports

### How can I access the portal?

- 1) Visit our website at [www.vbcs.com.au](http://www.vbcs.com.au) and click on "Owners Login" on the top right corner.
- 2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
- 3) Enter your "Password" that has been sent to you by mail.
- 4) Click "UPGRADE" and follow the instruction to activate your account.

### Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

### I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

### What if I can't remember my password?

Please visit [www.vbcs.com.au](http://www.vbcs.com.au) and click on "Owners Login".

On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100

Email: [vbcs@vbcs.com.au](mailto:vbcs@vbcs.com.au)

## SCHEDULE

### FORM 1

Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001

**Subdivision Act 1988**

## STANDARD RULES

### **Use of common property and lots**

A member must not, and must ensure that the occupier of a member's lot does not-

- (a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
  - (b) Park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;
  - (c) Use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;
  - (d) Make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;
  - (e) Make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am;
  - (f) Keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.
-

# Schedule 2—Model rules for an owners corporation

Regulation 11

## 1 Health, safety and security

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

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

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

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### 1.3 Waste disposal

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

### 1.4 Smoke penetration

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

### 1.5 Fire safety information

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

## 2 Committees and sub-committees

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

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

## 3 Management and administration

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

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

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

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

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

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

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

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

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5 Lots**

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

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

#### **Example**

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

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

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

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

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

## **6 Behaviour of persons**

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

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

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

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

# Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

## 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 Use 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

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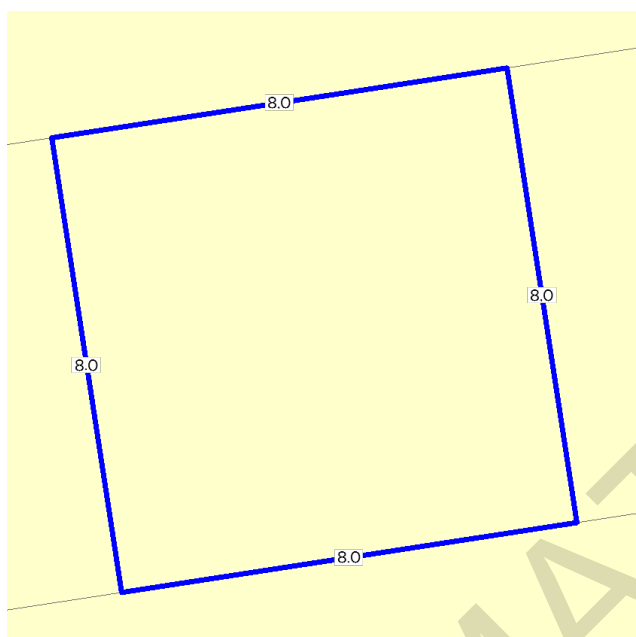
## PROPERTY DETAILS

Address: **17 YELLOWSTONE STREET SOUTH MORANG 3752**  
Lot and Plan Number: **Lot 177 PS807636**  
Standard Parcel Identifier (SPI): **177\PS807636**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1219534**  
Directory Reference: **Melway 183 D11**

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

## SITE DIMENSIONS

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



**Area:** 64 sq. m

**Perimeter:** 32 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## 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.

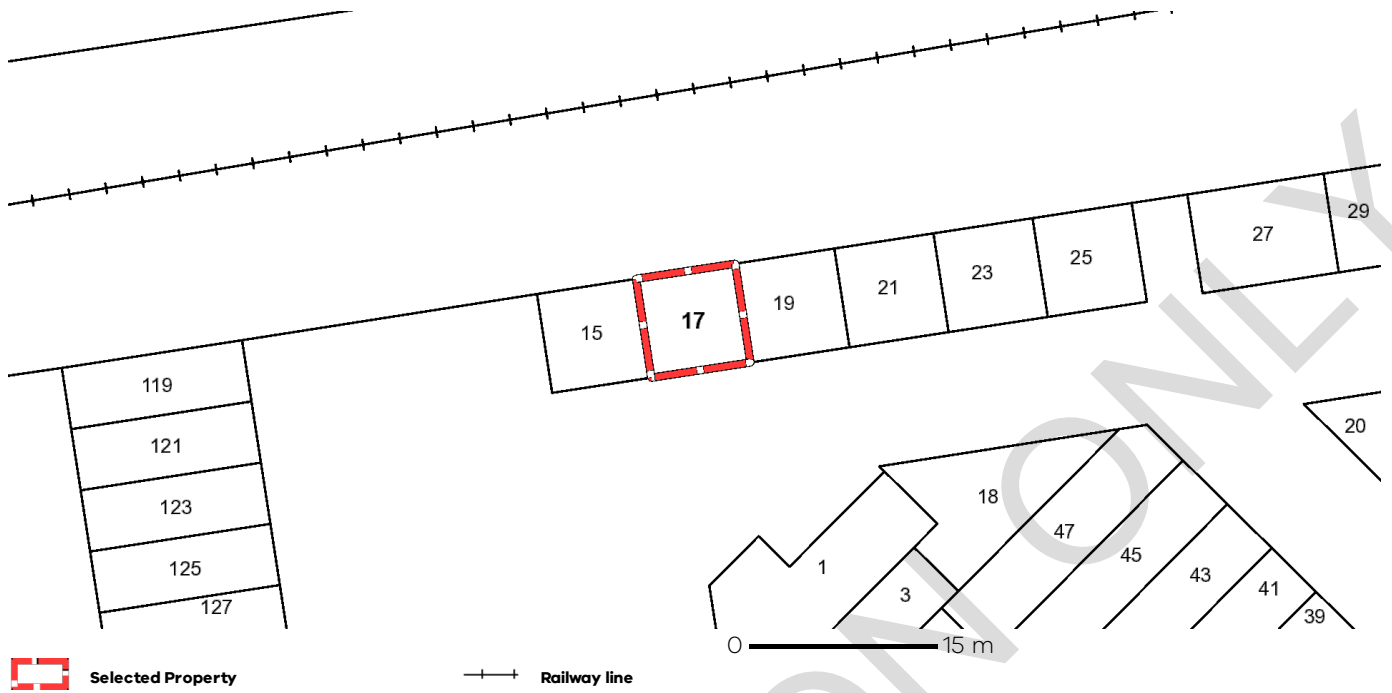
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



Selected Property

Railway line

INFORMATION ONLY

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 10 April 2025 10:18 AM

## PROPERTY DETAILS

Address: **17 YELLOWSTONE STREET SOUTH MORANG 3752**  
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Council Property Number: **1219534**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 183 D11**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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Power Distributor: **AUSNET**

## STATE ELECTORATES

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

## OTHER

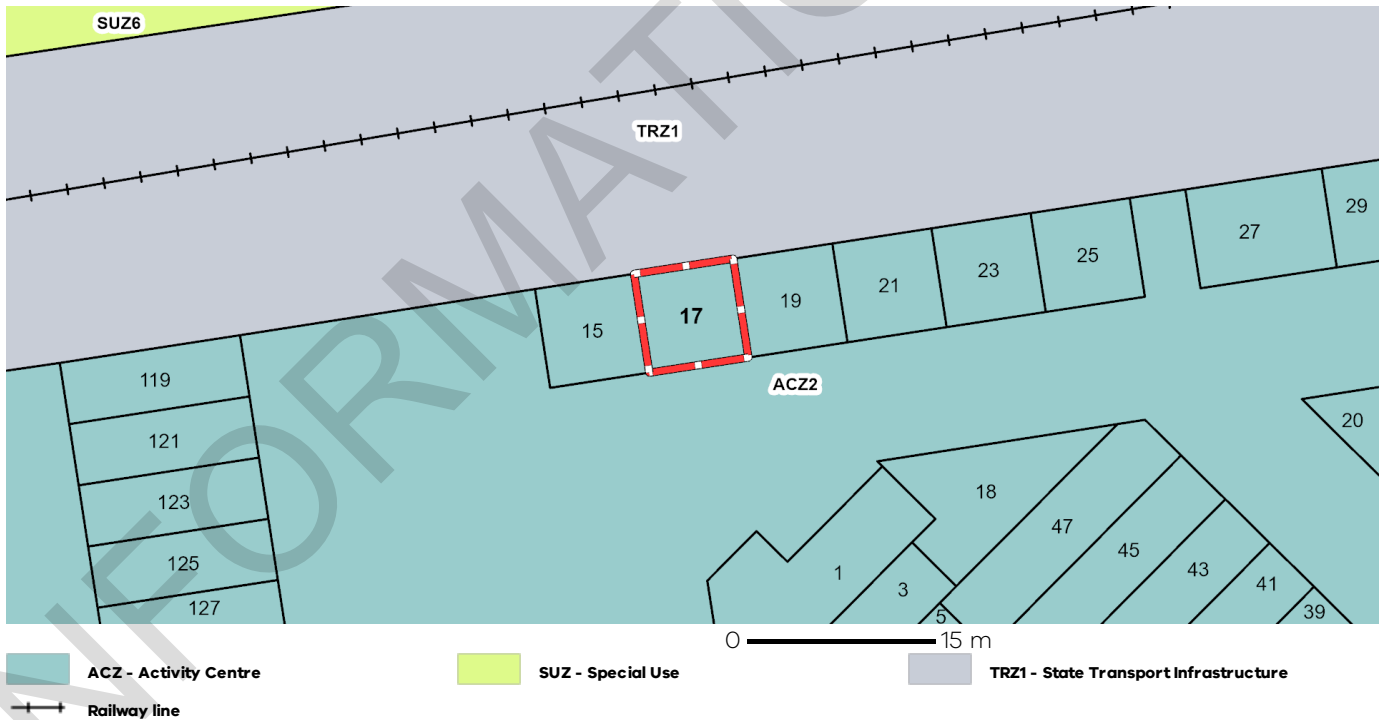
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[ACTIVITY CENTRE ZONE \(ACZ\)](#)

[ACTIVITY CENTRE ZONE - SCHEDULE 2 \(ACZ2\)](#)

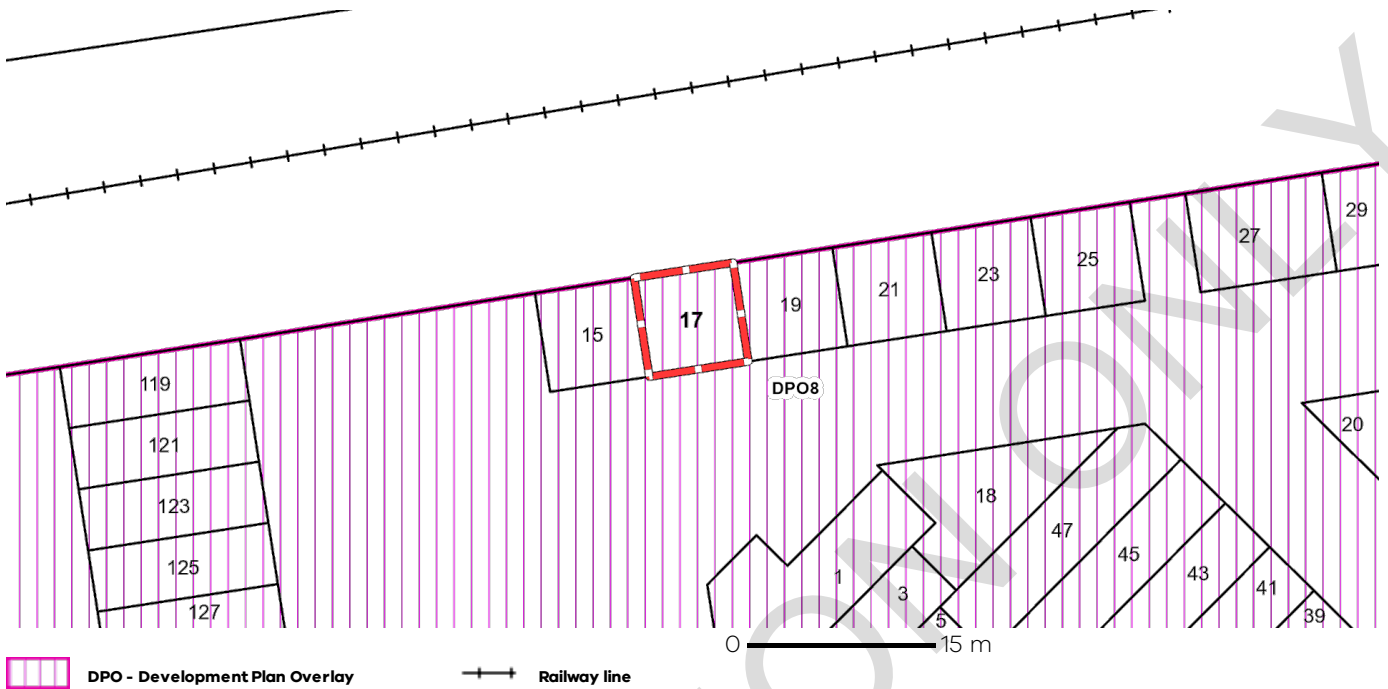


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

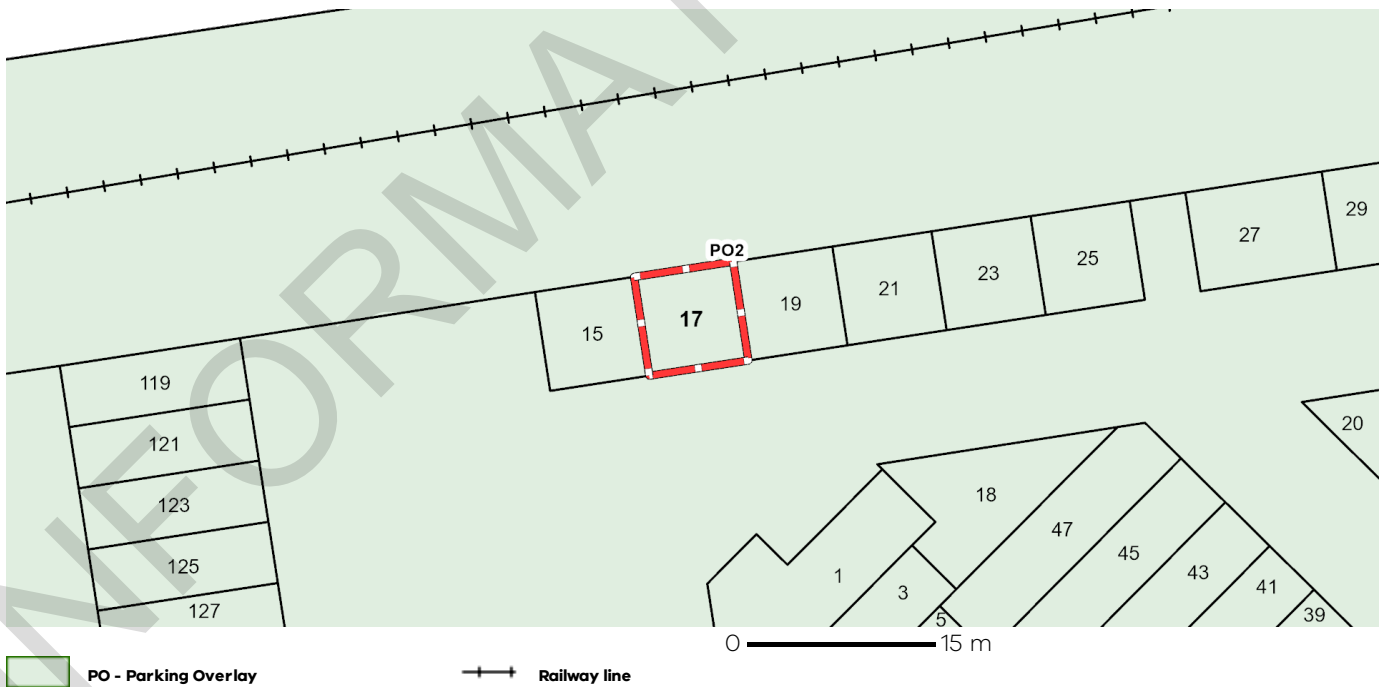
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 8 \(DPO8\)](#)



[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 2 SCHEDULE \(PO2\)](#)



## Planning Overlays

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 1 \(VPO1\)](#)



VPO - Vegetation Protection Overlay      Railway line

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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

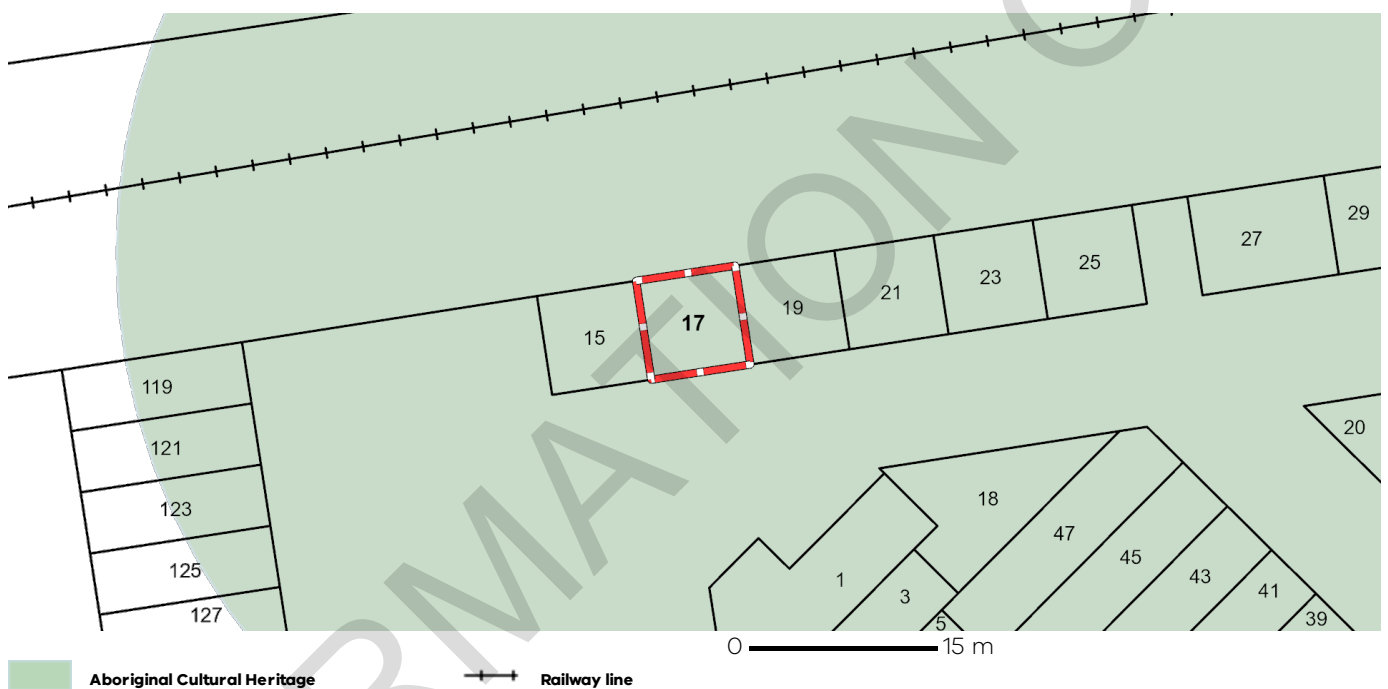
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



## Further Planning Information

Planning scheme data last updated on 03 April 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>

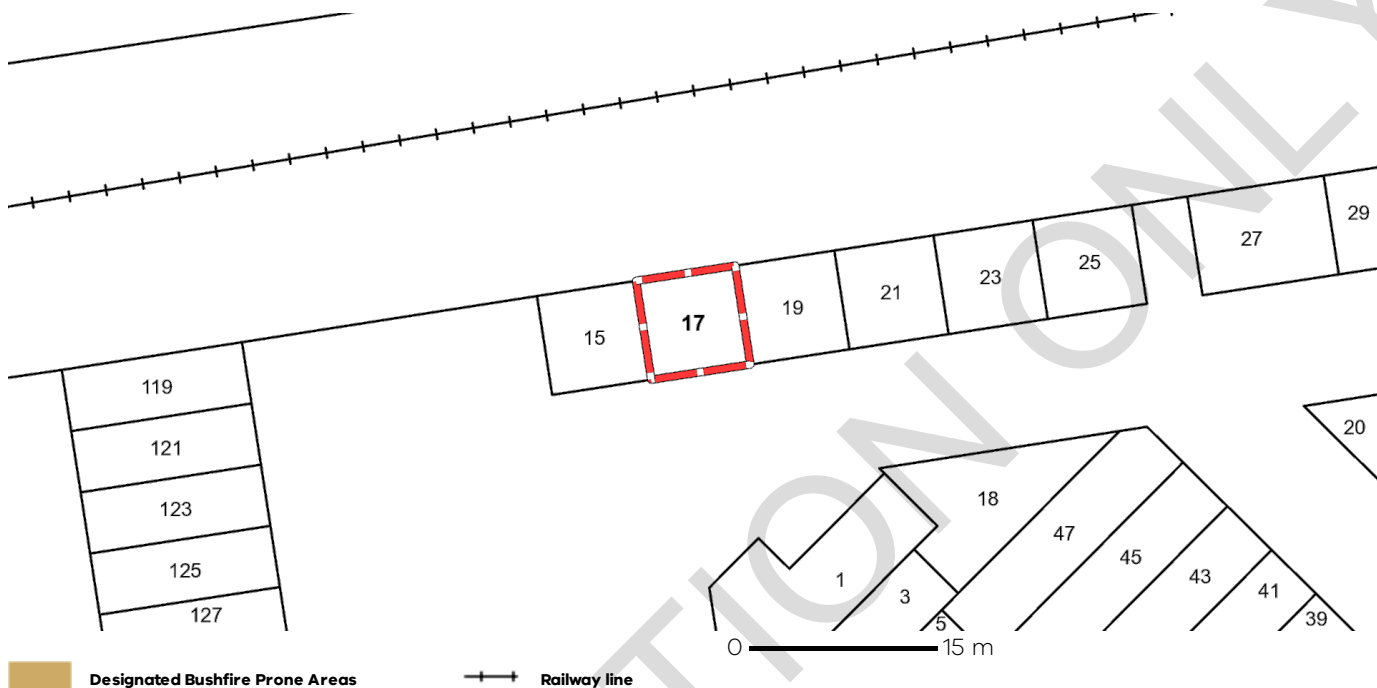
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## 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 \(environment.vic.gov.au\)](http://Nativevegetation.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 \(environment.vic.gov.au\)](http://NatureKit.environment.vic.gov.au)