

Contract of Sale of Real Estate

Property address **UNIT 20/2 ROCKGARDEN DRIVE TRUGANINA VIC 3029**

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

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

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: SEBASTIAAN PETER MEYER and KERRIE-ANNE MEYER

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Particulars of sale

Vendor's estate agent

HARCOURTS RATA & CO

1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766

Mob:

Fax: 03 9464 3177

Ref:

Vendor

SEBASTIAAN PETER MEYER and KERRIE-ANNE MEYER

Vendor's legal practitioner or conveyancer

Melbourne Real Estate Conveyancing Pty Ltd

954 High Street Reservoir Vic 3073

Email: amal@melbournerec.com.au

Tel: 94646732

Mob:

Fax:

Ref: AJ:24/3240AJ

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 11846 Folio 774	29	PS731358C

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **UNIT 20/2 ROCKGARDEN DRIVE TRUGANINA VIC 3029**

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

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

Payment (general condition 14 and 17)

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

GST (general condition 19)

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

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

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

Settlement (general condition 17)

is due on

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

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

Lease (general condition 5.1)

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

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

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

Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 20)

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

Lender:

Loan amount

Approval date:

FIRB APPROVAL REQUIRED (Special Condition 16)

YES Passport Provided? Yes or No?

Passport Number

NO

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

Special conditions

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: No Yes

(if yes, vendor must provide further details)

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

GST Withholding Payment Details

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

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

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

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

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

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

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

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

Special Conditions

1. Auction

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

2. Acceptance of title

General condition 12.4 is added:

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

3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
 - 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
 - 3.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
 - 3.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
 - 3.5 The Purchaser must:
 - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
 - 3.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
 - (e) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
 - 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for settlement.
 - 3.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
 - 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

4. Electronic Conveyancing

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

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

5. GST withholding

- 5.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in a *New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

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

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

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

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

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

5.10 The vendor warrants that:

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

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

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

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

5.12 This general condition will not merge on settlement.

6. Interpretation.

In the interpretation of this contract where the context permits;

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

7. Whole Contract.

The Purchaser acknowledges and agrees that:

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

8. Land Identity.

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

9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may require the installation of barriers or fencing as appropriate by the building regulations or the requirement for any permits or approvals and the requirement for obtaining compliance and registration as appropriate, the Purchaser must comply, at the Purchaser's cost and expense, with the building and government authorities and regulations within 30 days of Settlement. The Purchaser acknowledges and agrees that the Vendor makes no warranty or no representation for any permits or approvals, registration or compliance for the Swimming pool or spa. Upon signing this Contract of Sale, the Purchaser acknowledges and agrees that the Purchaser shall bear full responsibility for any fines, notices or orders issued after the date of the Purchaser signing the Contract with respect to the Pool and Spa registration, compliance or any works required in relations to the Pool/Spa, requirements for Fencing/Compliance or Permits. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all notice, orders or legal requirements under the building regulations.
- 9.5 The land and buildings and improvements, if any has sold hereby and inspected by the Purchaser are sold on the basis of existing improvements thereon and the Purchaser shall not make any claim, requisition or rescind the Contract:
 - 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
 - 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
 - 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

9.6 General Condition 12 is Deleted from this Contract.

9.7 The Purchaser acknowledges that the Vendor makes no warranty or representation that any improvements on the land sold or any alterations or additions or renovations thereto comply with the requirements of the VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities.

Any such failure of any building or improvements on the land to comply with the planning, health, environmental building and other legislations, VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities and encroachments by or on the land there under shall not constitute a defect in the Vendor's title. The Purchaser shall not make any requisition, claim or compensation in relation to the issuance or non-issuance of the Building and Occupancy Permits/Final Inspections and other permits by the relevant authorities in respect of any improvements, additions, alterations thereon.

Purchaser acknowledges having inspected the Property hereby sold and save as is otherwise expressly provided, acknowledges that the Purchaser is purchasing the Property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the Property sold. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.7 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.7. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

9.8 The Purchaser acknowledges that the Vendor makes no warranty or no representation for any permits, approvals or compliance certificates for the pool, property or any improvements, alterations or additions to the property. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.8 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.8.

The Vendor will not be required to procure any Defects reports, building permit, building approval, final inspection, Occupancy Permits, compliance certificates, registration certificates or any other permits, approvals or inspections in relations to the land, property, pool or any improvements, upgrades, extension or alterations and the purchasers shall not make any requisition or claim any compensation from the Vendor on that ground.

The Purchaser accepts the land, pool or improvements on and the services on to the land in their present condition, position and state of repair and subject to all fault or defects both latent and patent.

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

9.9 The Purchaser agrees to make their own enquiries with any authority or Party they may presume applicable or relevant of any particulars of any notice, order, declaration, deed, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, and the Purchaser agrees to assume, to the fullest extent permitted by law or equity, complete responsibility and liability for and comply with all the requirements and obligations of all notices, orders, declarations, deeds, reports or recommendations served in the respect of the Property, including any Notice, Order, declaration, deed, report or recommendation contained in the Contract herein, if any, whether the service is on the Vendor or otherwise, on or before or after the day of sale or settlement. Failure of disclosure of any such notices or orders, declaration, deed, report or recommendation to the Purchaser or failure of compliance with any notices or orders, declaration, deed, report or recommendation by the Vendor does not constitute a defect in the vendor's title or affects the validity of this contract and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind the Contract whatsoever because of this special condition.

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

10. Improvements.

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

11. Planning.

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

12. Restrictions.

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

13. Settlement.

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.

- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

14. Licence Agreement.

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

15. Guarantee & Indemnity.

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

16. Foreign Acquisitions and Takeovers Act 1975.

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

17. Loans / Finance

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

18. Indemnity – Estate Agent

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

19. Adjustments of Outgoings

- 19.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:

- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
- (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or

19.2.2 On such other basis,

as the Vendor may reasonably direct the Purchaser on or before the settlement date.

19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

20. Stamp Duty – Purchasers Buying in unequal Interest

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

21. Vendor Statement

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

22. Trust

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

- 23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- 23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;
- 23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.
- 23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- 23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

23. Personal property securities register

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

24. Solar Panels

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

- 25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;
- 25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;
- 25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and
- 25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation To their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising From and electricity generated by the solar panels, or otherwise.

25. Christmas & New Year Holiday Period

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

26. PROPERTY SOLD "AS IS"

The Purchaser acknowledges and agrees:

26.1 that the property is purchased by the Purchaser:-

- (a) on an "as is" basis and as a result of the independent exercise of the purchaser's own skill and judgement after due inspection and investigation;
- (b) in its present condition with all existing patent and latent defects; General Condition 31.2, 31.3, 31.4, 31.5 and 31.6 are deleted from this Contract
- (c) Subject to any infestations or dilapidations
- (d) Subject to all non-compliance with the local Government Act or any ordinance under that act in respect of any building on the land.

26.2 the Vendor has not made nor shall be construed as having made any representation or warranty that any improvements or appliances on the property comply with the Uniform Building Regulations and any other relevant rules regulations or statutory provisions in relation to them or any permit or other authority issued with respect to them.

26.3 no representation or warranty has been made or given by the Vendor or by any person acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

- (i) the marketability, quality or fitness for any purpose of the Property or the improvements;
- (ii) the freedom of the Property from defects, infestation, contamination or dangerous substances;
- (iii) the use to which the Property can lawfully be put; or
- (iv) whether development of any description may be carried out on the Property.

26.4 The Purchaser shall not be entitled to claim any damages or compensation or to delay the settlement of the sale herein by reason of: the state of cleanliness of any improvement erected on the land herein sold;

GUARANTEE & INDEMNITY

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

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

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

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

SCHEDULE

Vendor:

Purchaser:

Guarantor:

Contract: A contract dated the of 2024 between the vendor and the purchaser

EXECUTED AS A DEED on the of 2024

SIGNED SEALED AND DELIVERED BY)
The said guarantor in the presence of:)

.....
Witness

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives-
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1) (b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;

- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

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

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- settlement;
 - the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 24.5 The purchaser must:
- (a) The engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

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

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

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land; and
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	UNIT 20/2 ROCKGARDEN DRIVE TRUGANINA VIC 3029
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Vendor's name	SEBASTIAAN PETER MEYER	Date / /
----------------------	------------------------	--------------------

Vendor's signature		
---------------------------	--	--

Vendor's name	KERRIE-ANNE MEYER	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) Are contained in the attached certificate/s.

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

	To	
--	----	--

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

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:

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

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:

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (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.)

- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

--

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

Page 1 of 2

VOLUME 11846 FOLIO 774

Security no : 124121340450K
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LAND DESCRIPTION

Lot 29 on Plan of Subdivision 731358C.
PARENT TITLE Volume 11691 Folio 961
Created by instrument PS731358C Stage 2 10/01/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
SEBASTIAAN PETER MEYER
KERRIE-ANNE MEYER both of 12 MOIRA ROAD KILSYTH VIC 3137
AN553432Y 13/02/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR413181W 03/09/2018
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AK553628G 27/08/2013

DIAGRAM LOCATION

SEE PS731358C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT GROUND FLOOR 2 ROCKGARDEN DRIVE TRUGANINA VIC 3029

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 03/09/2018

OWNERS CORPORATIONS

The land in this folio is affected by

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

Page 2 of 2

OWNERS CORPORATION 1 PLAN NO. PS731358C
OWNERS CORPORATION 4 PLAN NO. PS731358C

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS731358C
Number of Pages (excluding this cover sheet)	17
Document Assembled	20/01/2025 16:07

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PLAN OF SUBDIVISION		Stage No. EDITION 2	PS 731358C	
LOCATION OF LAND PARISH: Truganina TOWNSHIP: - SECTION: 14 CROWN ALLOTMENT: 3A (Part) CROWN PORTION: - TITLE REFERENCE: Vol. 11501 Fol. 104 LAST PLAN REFERENCE: Lot E on PS719763M POSTAL ADDRESS: Elmhurst Road, Truganina, 3029 (at time of subdivision) MGA CO-ORDINATES: E: 300 560 ZONE: 55 (of approx centre of land GDA 94 in plan) N: 5 809 100		COUNCIL NAME : City of Wyndham		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	<p>Boundaries shown by thick continuous lines are defined by buildings.</p> <p>Location of boundaries defined by buildings :- Median:- Boundaries marked M. Face of Walls, floors, ceilings, doors, windows or other:-Shown hatched. External Face:- All other Boundaries.</p> <p>Hatching within a parcel indicates that the structure of the relevant wall, floor, ceiling, door, window, roof is contained in that parcel.</p> <p>Upper boundaries of uncovered balconies shown thus — — — are the production of the of the median defining the upper boundary of the relevant lot.</p> <p>Common Property 1 is all the land in the plan except the Lots and Common Properties 2,3,4,5 & 6.</p> <p>Note: Lot 4 has been omitted from this Plan.</p> <p>Bal -Denotes Balcony CP -Denotes Common Property</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center;">LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</p> <p style="text-align: center;">FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p> </div>		
Nil	Nil			
NOTATIONS				
DEPTH LIMITATION : Does not apply SURVEY: This plan is based on survey. STAGING: This is a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Section 12(2) of the Subdivision Act 1988 Applies to the land herein				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
Di MASE BERRY & Co Pty Ltd 142A Sydney Road, BRUNSWICK 3056 Tel 9387 7577 Fax 9387 8813		SURVEYORS FILE REF: 13009	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 16
		THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN		

Stage No. PS 731358C

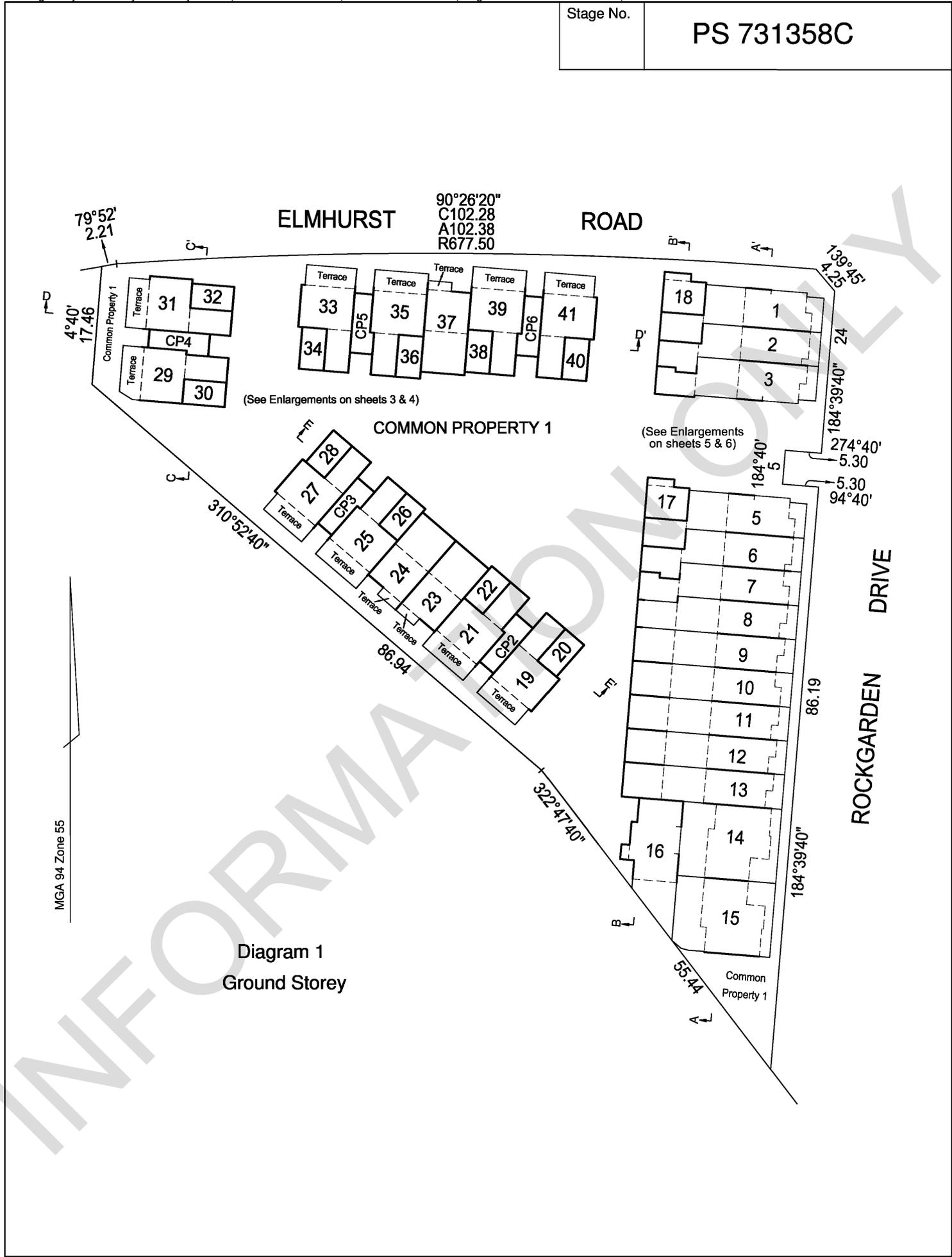
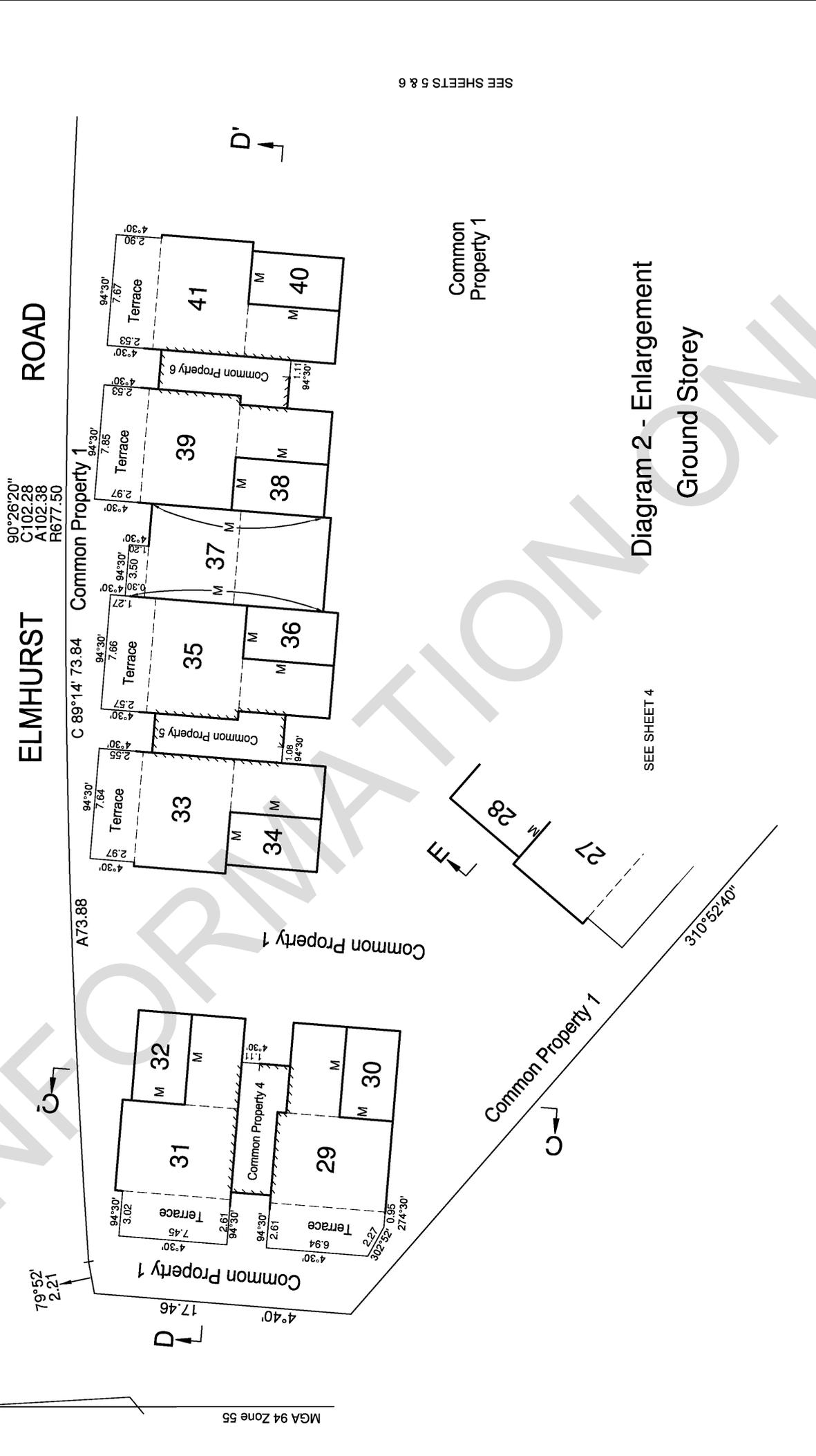


Diagram 1
Ground Storey

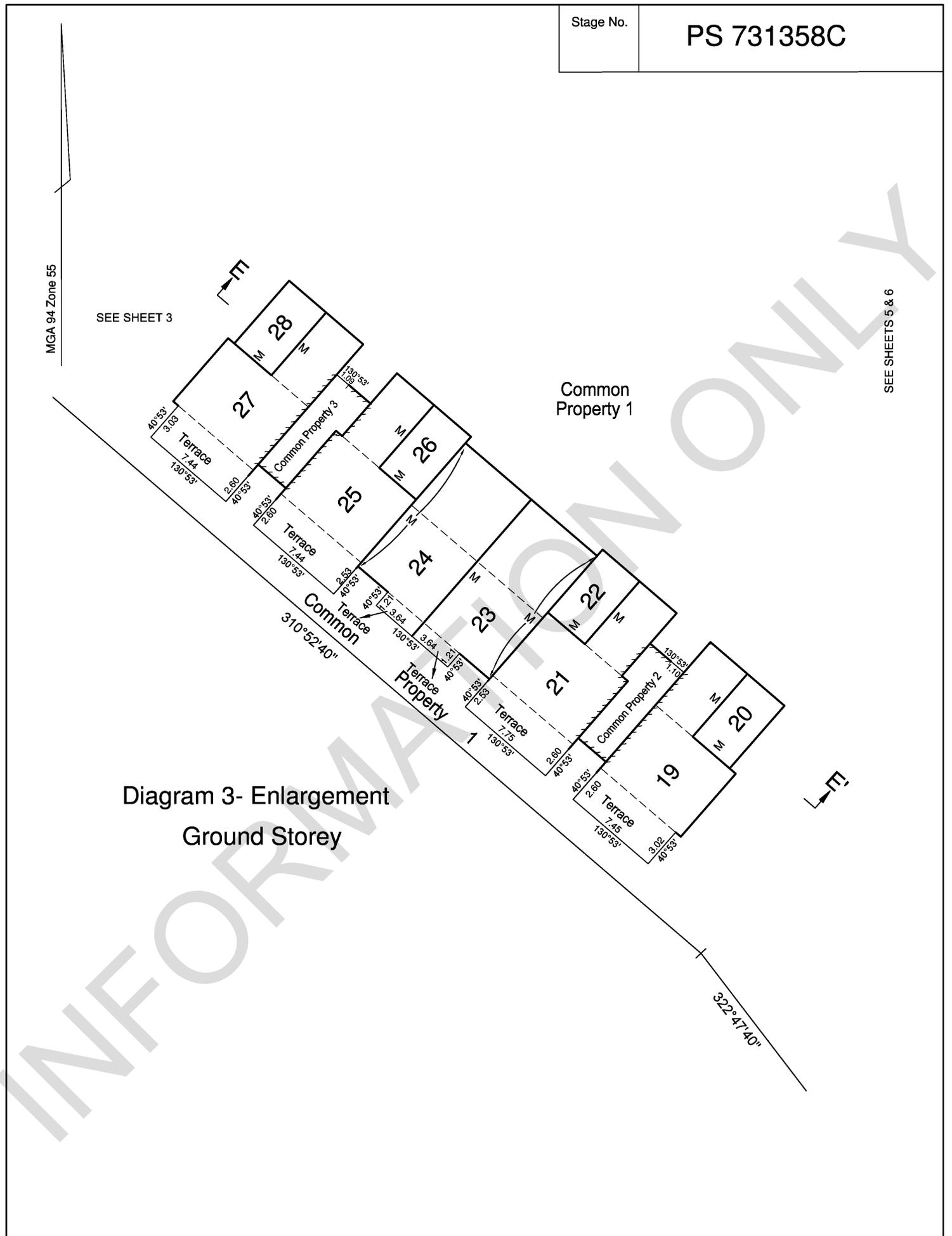
<p>Di MASE BERRY & Co Pty Ltd 142A Sydney Road, BRUNSWICK 3056 Tel 9387 7577 Fax 9387 8813</p>	<p>SCALE 1 : 500</p>	<p>5 0 5 10 15 20 LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 2</p>
	<p>Signed by: Geoffrey Berry (Di Mase Berry & Co Pty Ltd) Surveyor's Plan Version (8) SPEAR Ref: S061612J 12/05/2016, Amended: 13/07/2016.</p>			

Stage No. PS 731358C



<p>Di MASE BERRY & Co Pty Ltd 142A Sydney Road, Brunswick 3056 TEL 9387 7577 Fax 9387 8813</p>		<p>SCALE 1 : 250</p>	<p>2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 3</p>
		<p>SEE SHEET 4</p>			

Stage No. PS 731358C



<p>Di MASE BERRY & Co Pty Ltd 142A Sydney Road, BRUNSWICK 3056 Tel 9387 7577 Fax 9387 8813</p>	<p>SCALE 1 : 250</p>	<p>2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 4</p>
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Stage No.

PS 731358C

ELMHURST

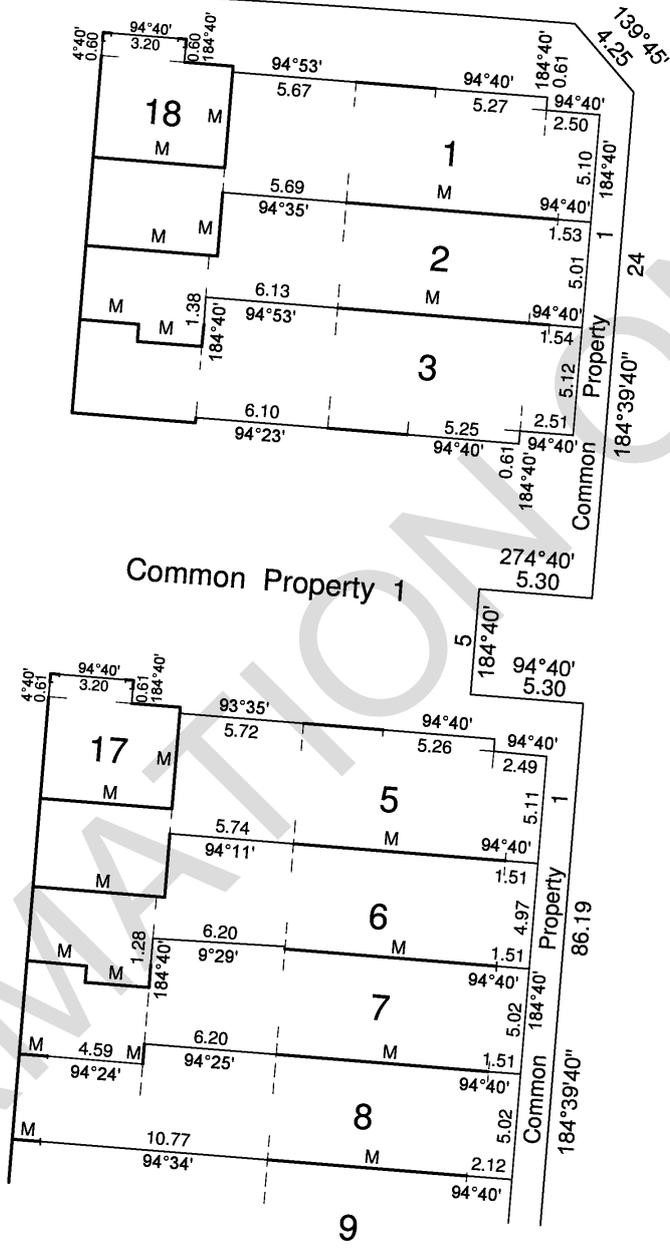
ROAD

B'

A'

MGA 94 Zone 55

SEE SHEET 3



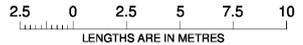
ROCKGARDEN DRIVE

SEE SHEET 6

Diagram 4 - Enlargement Ground Level

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SCALE
1 : 250



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SIZE: A3

SHEET 5

Stage No.

PS 731358C

SEE SHEET 5

SEE SHEET 4

MGA 94 Zone 55

COMMON PROPERTY 1

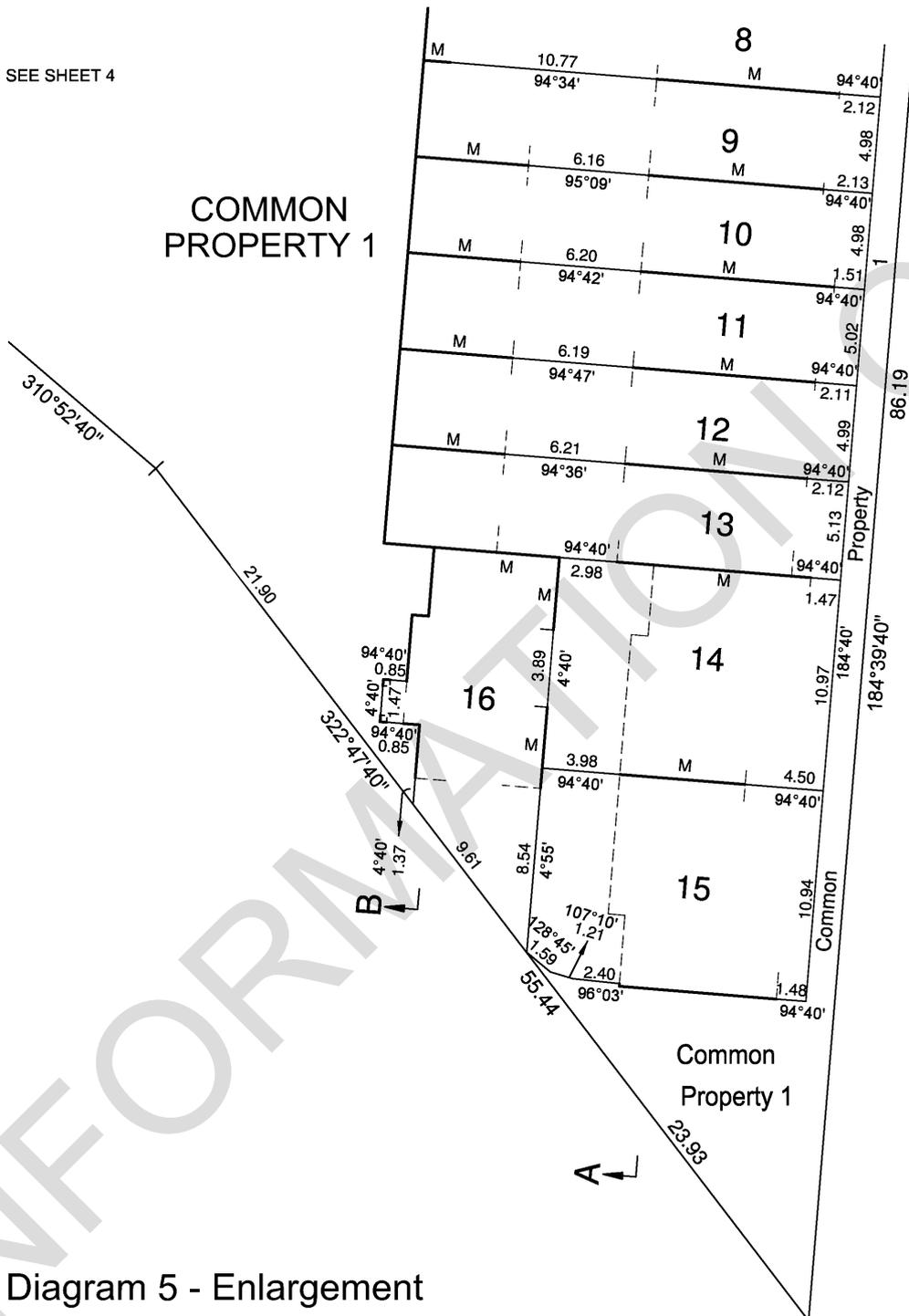
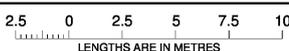


Diagram 5 - Enlargement Ground Level

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SCALE
 1 : 250



ORIGINAL SHEET
 SIZE: A3

SHEET 6

Stage No. PS 731358C

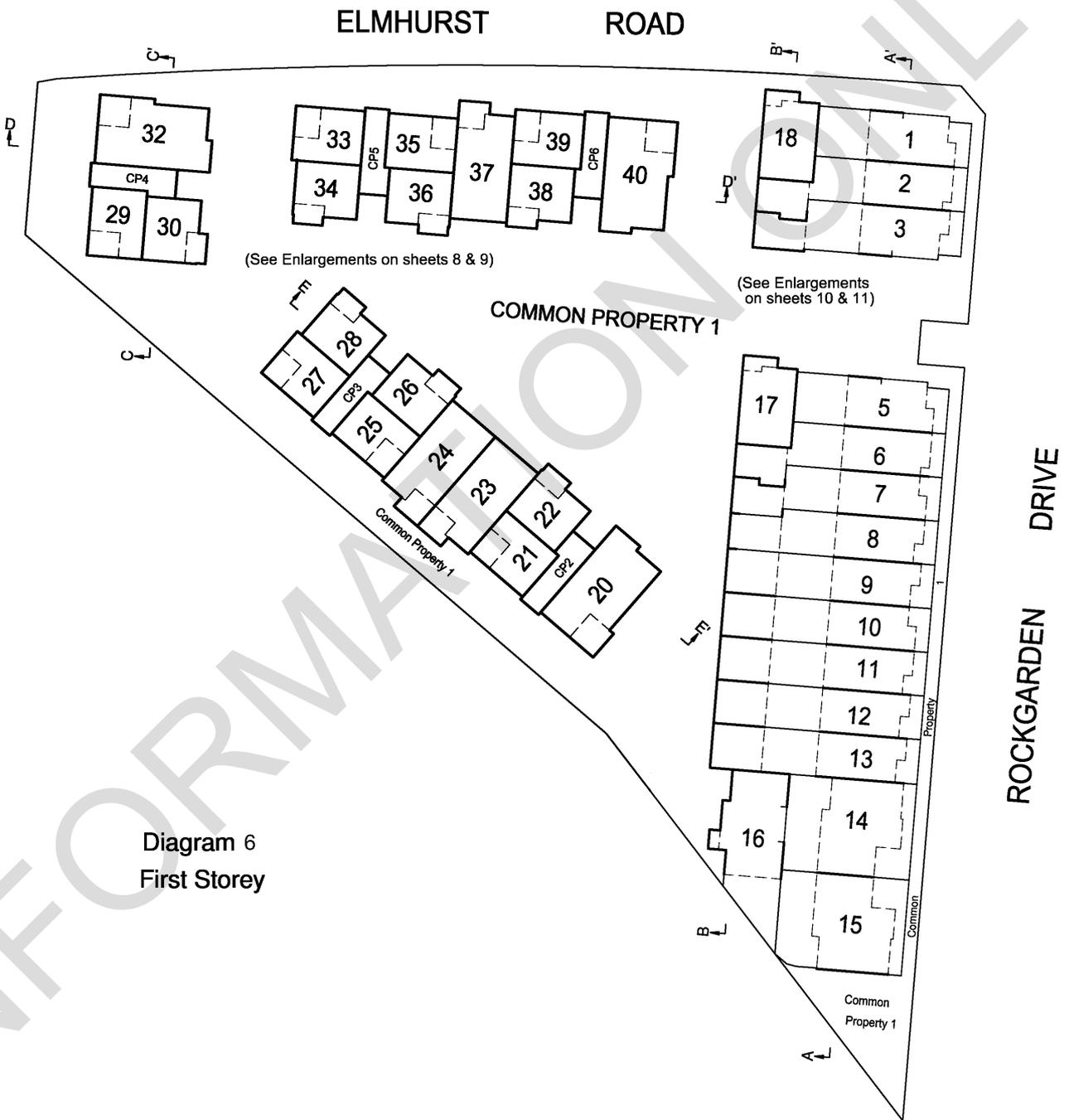
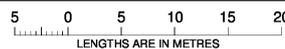


Diagram 6
First Storey

MGA 94 Zone 55

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TEL 9387 7577 FAX 9387 8813

SCALE
1 : 500



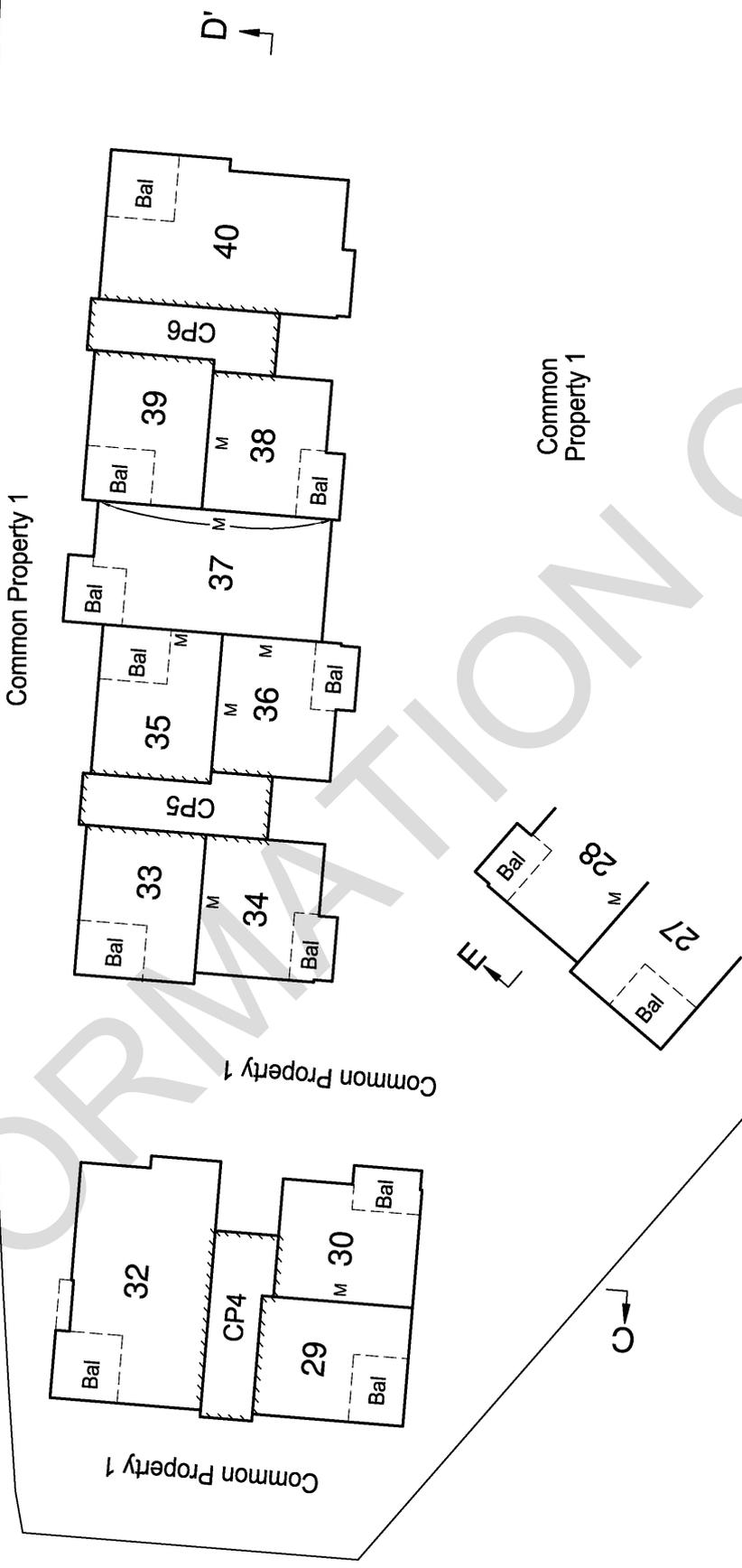
ORIGINAL SHEET
SIZE: A3

SHEET 7

Stage No. PS 731358C

ELMHURST

ROAD



SEE SHEETS 10 & 11

Diagram 7 - Enlargement First Storey

SEE SHEET 9

MGA 94 Zone 55

SCALE
1 : 250

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

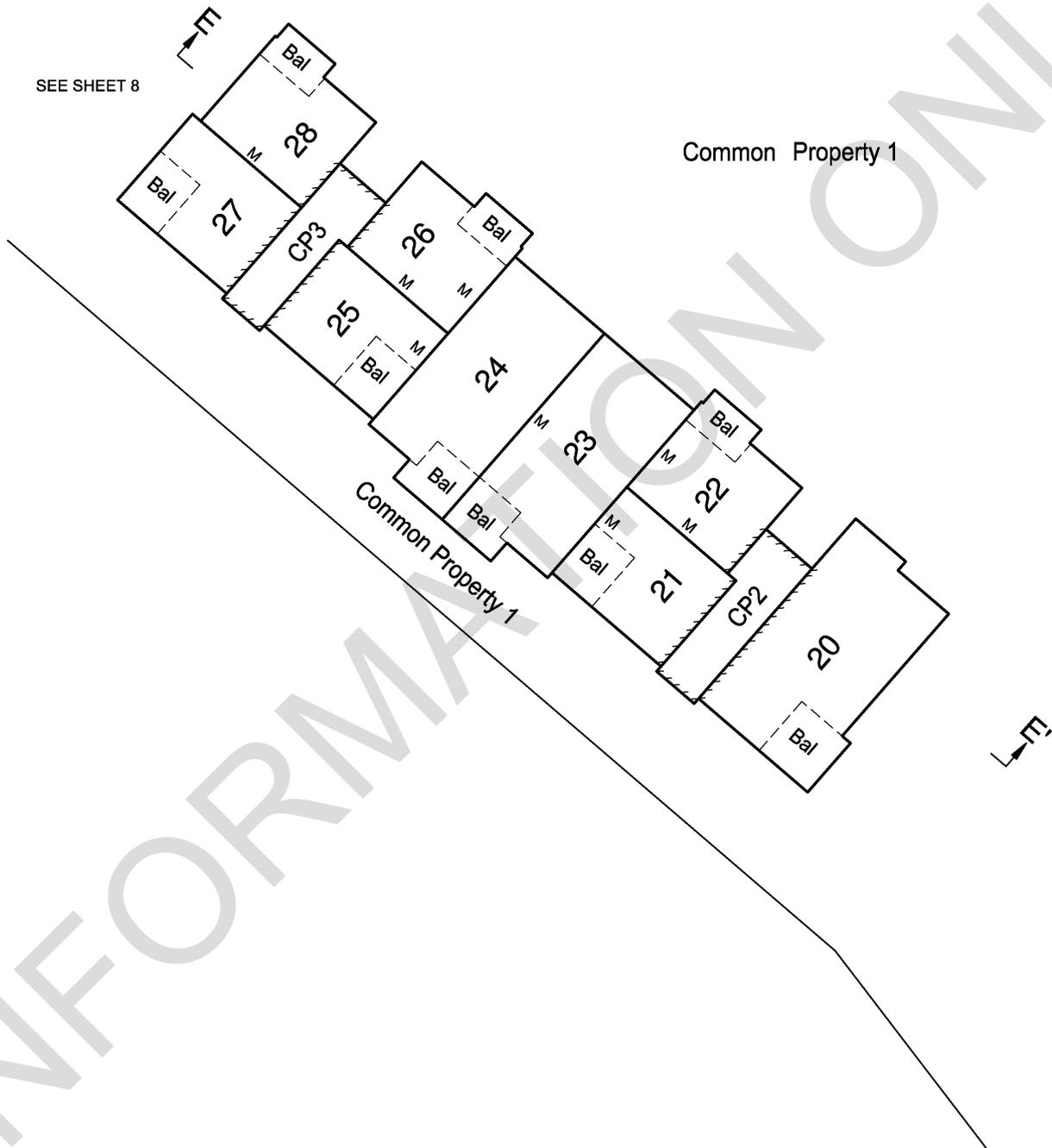
SHEET 8

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Stage No.	PS 731358C
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Diagram 8 - Enlargement

First Storey



SEE SHEETS 10 & 11

MGA 94 Zone 55

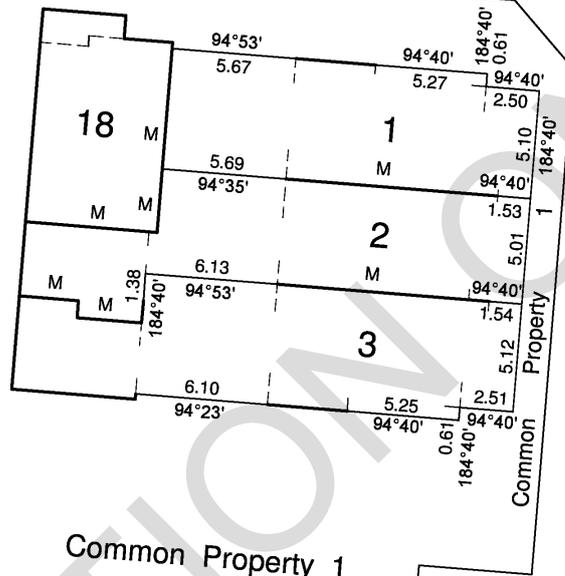
Stage No. **PS 731358C**

ELMHURST ROAD

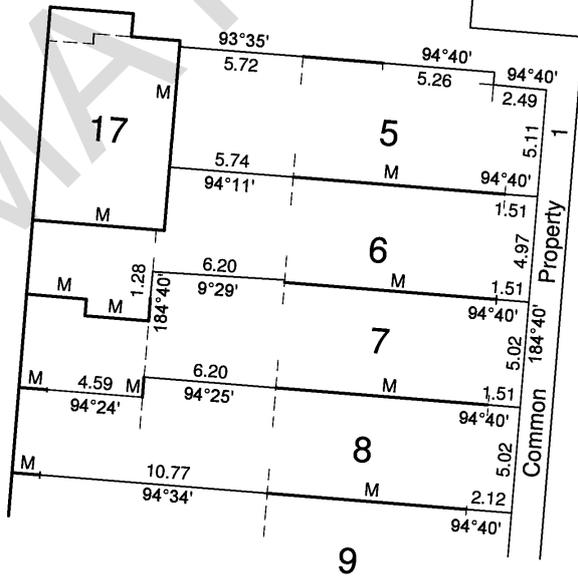


MGA 94 Zone 55

SEE SHEET 8



ROCKGARDEN DRIVE

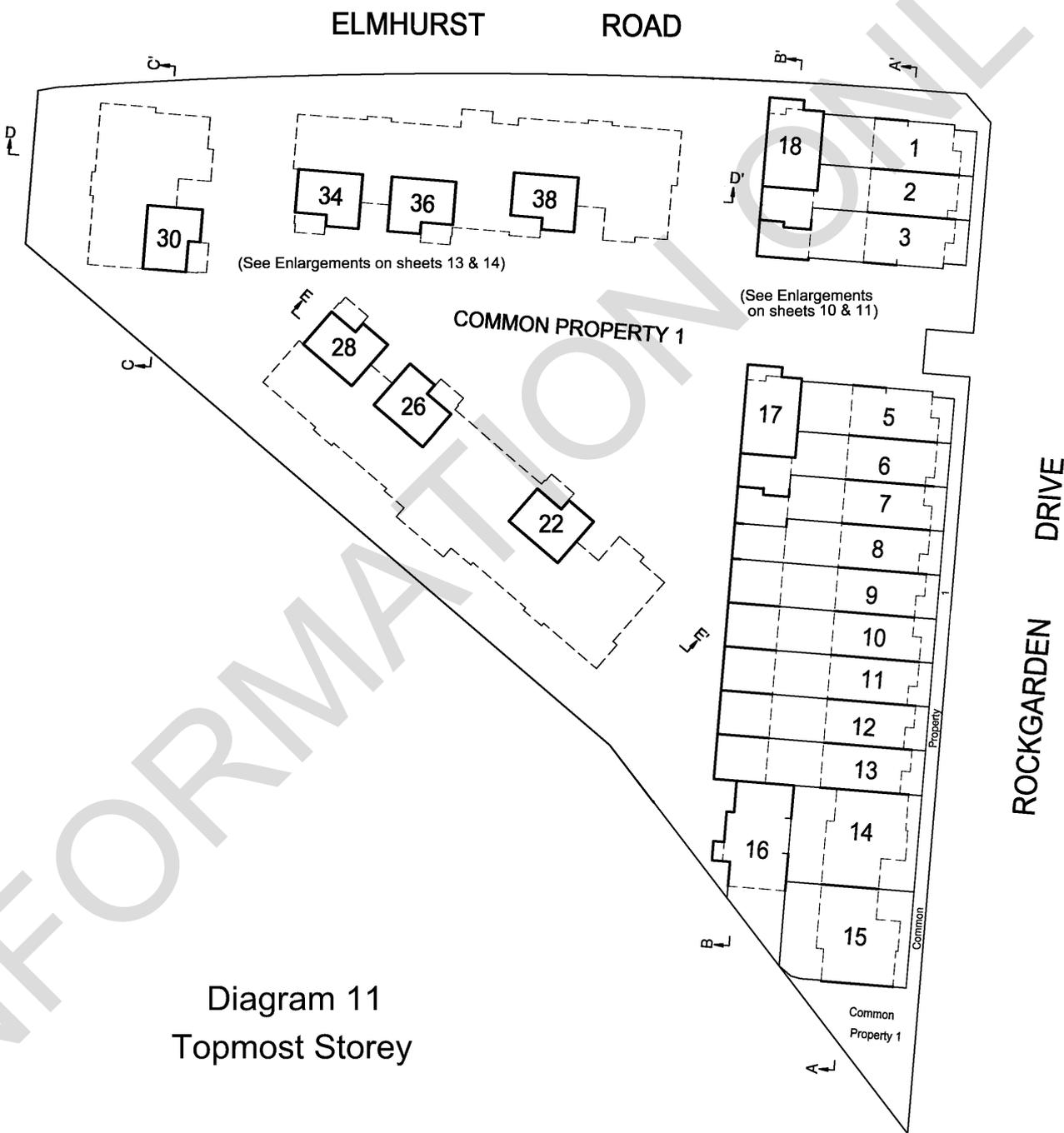


SEE SHEET 11

**Diagram 9 - Enlargement
First Storey & Above**

Di MASE BERRY & Co Pty Ltd 142A Sydney Road, BRUNSWICK 3056 Tel 9387 7577 Fax 9387 8813	SCALE 1 : 250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 10
	Signed by: Geoffrey Berry (Di Mase Berry & Co Pty Ltd) Surveyor's Plan Version (8) SPEAR Ref: S061612J 12/05/2016, Amended: 13/07/2016.			

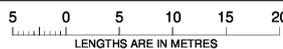
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 TEL 9387 7577 FAX 9387 8813

SCALE
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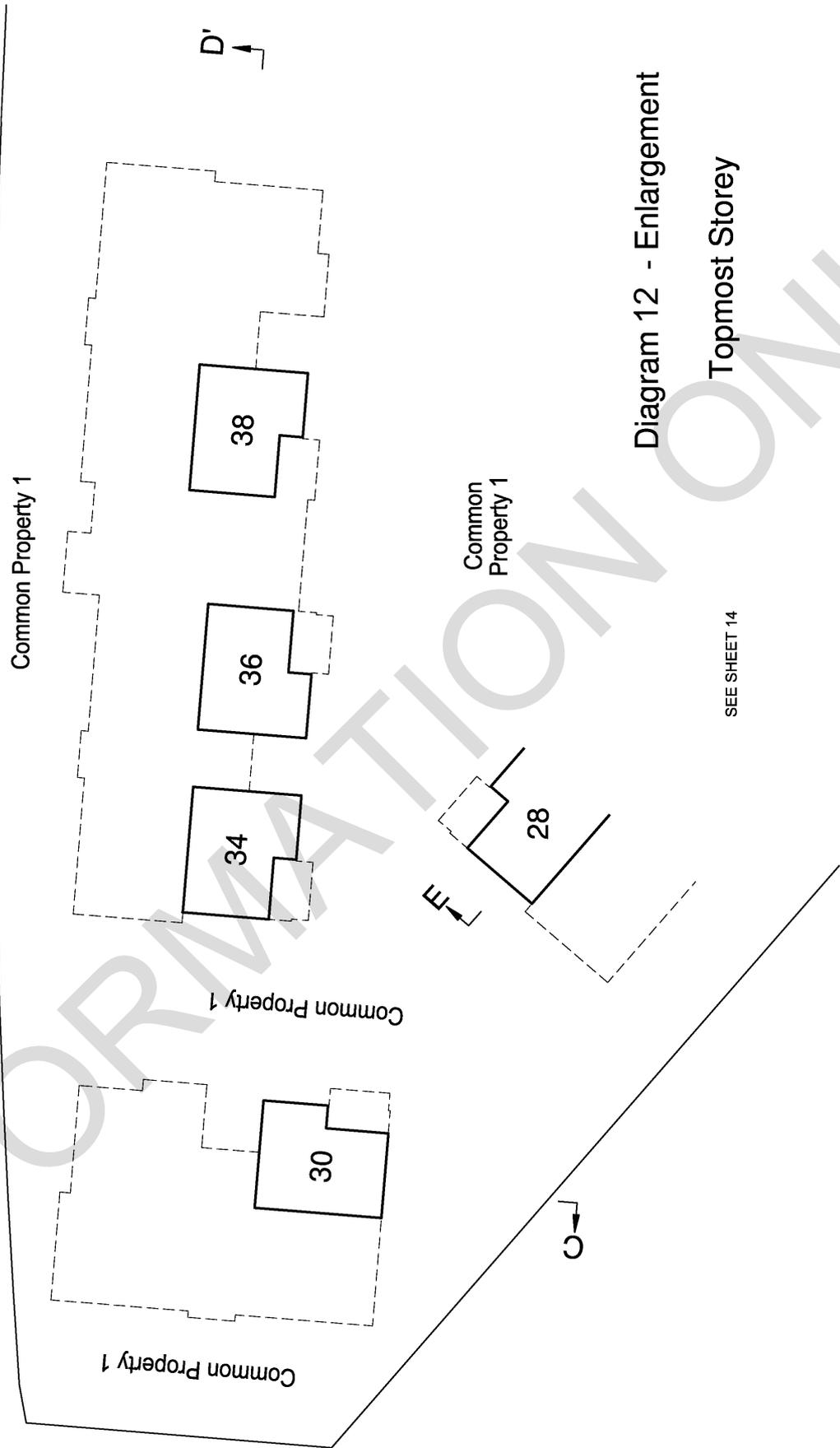
ORIGINAL SHEET
SIZE: A3

SHEET 12

Stage No. PS 731358C

ELMHURST

ROAD



SEE SHEETS 10 & 11

Diagram 12 - Enlargement
Topmost Storey

SEE SHEET 14

MGA 94 Zone 55

SCALE 1 : 250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 13
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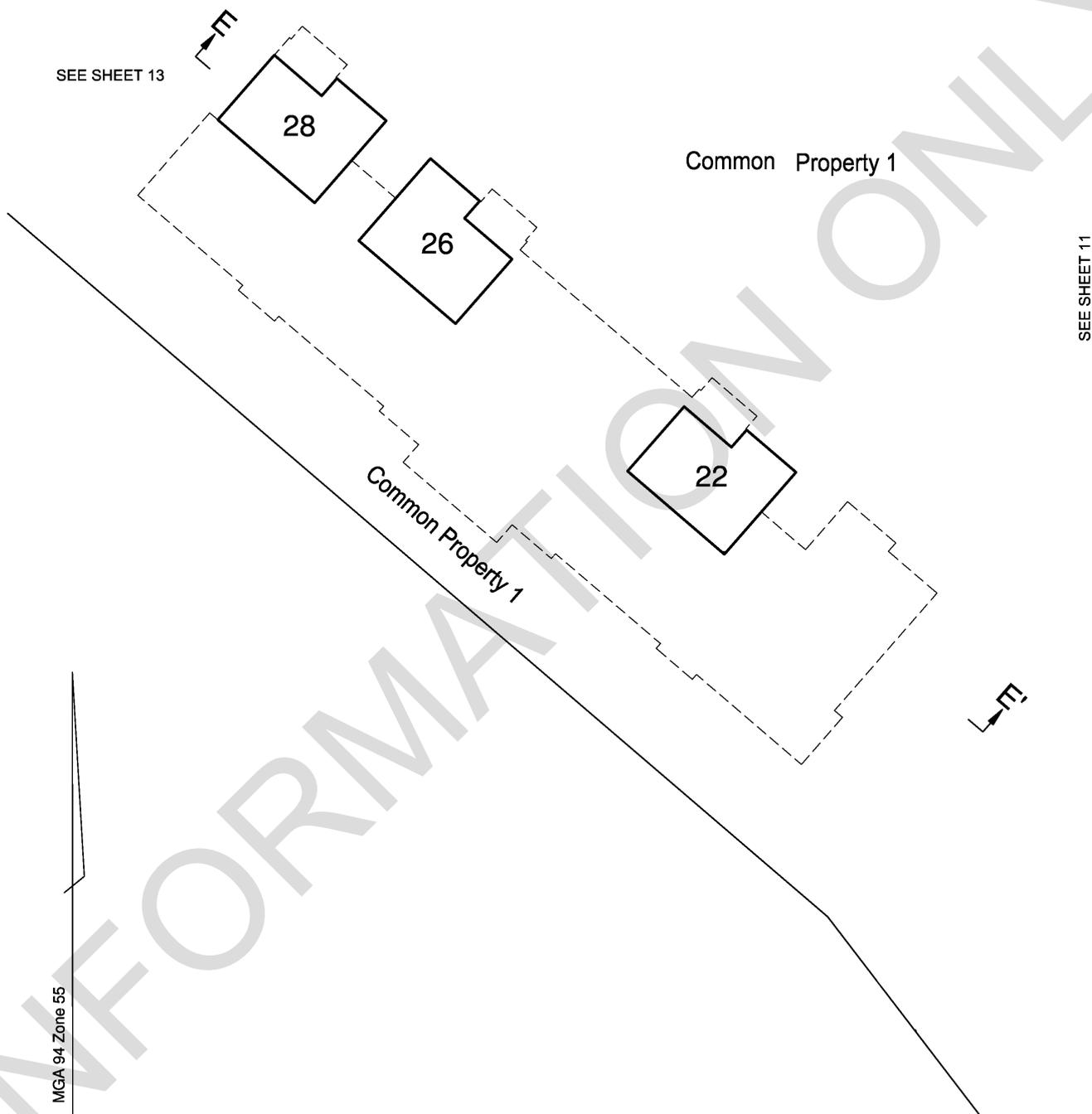
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 Tel 9387 7577 Fax 9387 8813

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 142A Sydney Road, Brunswick 3056
 Tel 9387 7577 Fax 9387 8813

Stage No.

PS 731358C

Diagram 13 - Enlargement Topmost Storey



SEE SHEET 13

28

26

Common Property 1

SEE SHEET 11

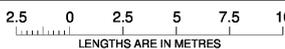
22

Common Property 1

MGA 94 Zone 55

Di MASE BERRY & Co Pty Ltd
 142A Sydney Road, BRUNSWICK 3056
 TEL 9387 7577 FAX 9387 8813

SCALE
1 : 250



ORIGINAL SHEET
SIZE: A3

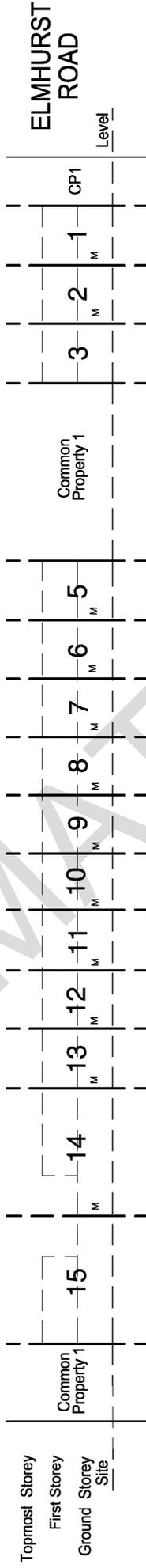
SHEET 14

Digitally signed by: Geoffrey Berry (Di Mase Berry & Co Pty Ltd),
 Surveyor's Plan Version (9),
 09/11/2016 Amended: 06/01/2017

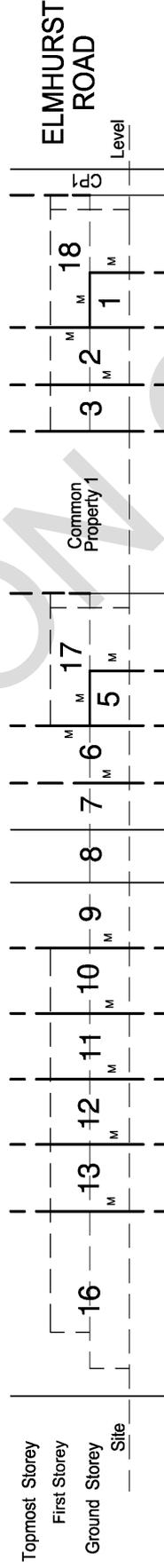
Digitally signed by:
 Wyndham City Council,
 02/12/2016,
 SPEAR Ref: S077159P

Stage No.

PS 731358C



Cross-Section A - A'
NOT TO SCALE



Cross-Section B - B'
NOT TO SCALE

Di Mase Berry & Co Pty Ltd
142A Sydney Road, Brunswick 3056
Tel 9387 7577 Fax 9387 8813

Not to Scale

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 15



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS731358C

The land in PS731358C is affected by 6 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 6, Lots 1 - 3, 5 - 41.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

2A BYFIELD STREET RESERVOIR VIC 3073

AW443959R 18/01/2023

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:

NIL

Additional Owners Corporation Information:

OC031152B 19/07/2016

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3. Only the members of Owners Corporation 4 are entitled to use Common Property No. 4. Only the members of Owners Corporation 5 are entitled to use Common Property No. 5. Only the members of Owners Corporation 6 are entitled to use Common Property No. 6.

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
Common Property 3	0	0
Common Property 4	0	0
Common Property 5	0	0



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS731358C**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 6	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 5	100	100
Lot 6	100	100
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS731358C**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
Lot 41	100	100
Total	4000.00	4000.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS731358C

The land in PS731358C is affected by 6 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 19 - 22.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

2A BYFIELD STREET RESERVOIR VIC 3073

AW443959R 18/01/2023

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:

NIL

Additional Owners Corporation Information:

OC033378M 10/01/2017

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.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Total	400.00	400.00



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Owners Corporation Search Report

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**OWNERS CORPORATION 2
PLAN NO. PS731358C**

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Statement End.

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OWNERS CORPORATION 3
PLAN NO. PS731358C

The land in PS731358C is affected by 6 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots 25 - 28.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

2A BYFIELD STREET RESERVOIR VIC 3073

AW443959R 18/01/2023

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:

NIL

Additional Owners Corporation Information:

OC033379K 10/01/2017

Notations:

Folio of the Register for Common Property No. 3 is in the name of Owners Corporation 1. Members of Owners Corporation 3 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Total	400.00	400.00



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Owners Corporation Search Report

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**OWNERS CORPORATION 3
PLAN NO. PS731358C**

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Statement End.

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OWNERS CORPORATION 4
PLAN NO. PS731358C

The land in PS731358C is affected by 6 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 4, Lots 29 - 32.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
2A BYFIELD STREET RESERVOIR VIC 3073

AW443959R 18/01/2023

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:
NIL

Additional Owners Corporation Information:
OC033380B 10/01/2017

Notations:
Folio of the Register for Common Property No. 4 is in the name of Owners Corporation 1. Members of Owners Corporation 4 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Total	400.00	400.00



Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 4
PLAN NO. PS731358C**

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Statement End.

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Produced: 20/01/2025 04:07:28 PM

OWNERS CORPORATION 5
PLAN NO. PS731358C

The land in PS731358C is affected by 6 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 5, Lots 33 - 36.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
2A BYFIELD STREET RESERVOIR VIC 3073

AW443959R 18/01/2023

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:
NIL

Additional Owners Corporation Information:
OC033381Y 10/01/2017

Notations:
Folio of the Register for Common Property No. 5 is in the name of Owners Corporation 1. Members of Owners Corporation 5 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 5	0	0
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100
Lot 36	100	100
Total	400.00	400.00



Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 5
PLAN NO. PS731358C**

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Statement End.

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Produced: 20/01/2025 04:07:28 PM

OWNERS CORPORATION 6
PLAN NO. PS731358C

The land in PS731358C is affected by 6 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 6, Lots 38 - 41.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
12/19 ENTERPRISE DRIVE BUNDOORA VIC 3083

OC033382W 10/01/2017

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC033382W 10/01/2017

Notations:
Folio of the Register for Common Property No. 6 is in the name of Owners Corporation 1. Members of Owners Corporation 6 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 6	0	0
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
Lot 41	100	100
Total	400.00	400.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 6
PLAN NO. PS731358C**

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.

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27/08/2013 \$113 173



**Application by a Responsible Authority
for the making of a recording of an agreement
Section 181(1) *Planning and Environment Act 1987***

Lodged by:

Name: Norton Rose Fulbright Australia
Phone: 8686 6000
Address: RACV Tower, 485 Bourke Street, Melbourne
Ref: TNB:CLS:2776060
Customer Code: 1724X

Privacy Collection Statement
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

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: Lot Z on Plan of Subdivision 711033V, being the land described in Certificate of Title Volume 11423 Folio 116

Authority: Wyndham City Council, Wyndham Civic Centre, 45 Princes Highway, Werribee, Victoria 3030

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

A copy of the Agreement is attached to this Application.

Signature for the Authority: 

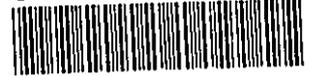
Name of Officer: KERRY THOMPSON

Office held: CEO

Date: 18.7.13

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PLANNING AGREEMENT

Stockland Development Pty Ltd ACN 000 064 835

("the Owner")

and

WYNDHAM CITY COUNCIL

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THIS AGREEMENT is made the 18th day of July 2013 pursuant to Section 173 of the *Planning and Environment Act 1987* ("the Act").

PARTIES:

Wyndham City Council of Civic Centre, 45 Princes Highway, Werribee, Victoria 3053 ("Council"); and

Stockland Development Pty Ltd ACN 000 064 835 of Level 25, 133 Castlereagh Street, Sydney, NSW, 2000 ("the Owner")

RECITALS:

- A. Council is responsible for the administration and enforcement of the Wyndham Planning Scheme ("the Planning Scheme") pursuant to the provisions of the Planning and Environment Act 1987 ("the Act").
- B. The Owner is the registered proprietor of Certificate of Title Volume 11423 Folio 116, being Lot Z on PS711033V ("the Land").
- C. The Land is subject to Urban Growth Zone Schedule 1 (UGZ1) and Development Contributions Plan Overlay Schedule 8 (DCPO8), and partly subject to Development Contributions Plan Overlay Schedule 5 (DCPO5) under the Planning Scheme.
- D. The Owner and Council acknowledge that development contributions in relation to the Land shall be made generally in accordance with the Truganina South Precinct Development Contributions Plan (Truganina South DCP) and the Westmeadows Lane and Marquands Development Contributions Plan (Marquands Road DCP).
- E. Council is the collecting agency and the development agency under the DCPs.
- F. Council enters into this Agreement in its capacity as a responsible authority and in its capacity as a collecting agency.
- G. The DCPs provide that, where the collecting agency agrees in writing, infrastructure projects funded in the DCPs may be provided by developers with a credit being provided to the developer against its Development Contributions Liability.
- H. Clause 52.01 of the planning scheme and the PSP together require a passive open space contribution of 2.65% of Net Development Area.
- I. On 15 November 2011, Council issued Planning Permit No. WYP5095/11.15, which allows residential subdivision of the Land (Allura Estate Stages 1-11). Condition 3 of the Planning Permit requires the owner of the Land to enter into an agreement under section 173 of the Act which provides for:
 - (a) the payment of development and community infrastructure levies in accordance with the Truganina South DCP; and
 - (b) the payment of open space contributions in accordance with the Schedule to clause 52.01 of the planning scheme and the PSP.

- J. Condition 7 of the Planning Permit allows Council to require the Owner to enter into an agreement which specifies the infrastructure to be provided as part of the development and gives effect to the approved Public Infrastructure Plan.
- K. The Planning Permit relates only to part of the Land. The Owner intends, subject to the necessary planning permits being obtained, to develop the balance of the Land that is not covered by the Planning Permit. This Agreement applies to all of the Land.
- L. The parties enter into this Agreement to facilitate the requirements referred to in these Recitals.

IT IS AGREED THAT:

- 1. Without limiting the operation or effect which this agreement otherwise has, the parties acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Act.
- 2. This agreement shall come into force immediately and shall run with the title to the Land.

Interpretation

- 3. The parties agree that in the interpretation of this agreement:

Active Open Space Reserve means the 8.0 hectares of land described in section 5.7 of the Truganina South DCP and shown on the plans endorsed under the Planning Permit;

Certification means certification of a plan of subdivision by Council under the *Subdivision Act 1988*;

Community Centre Land means the land described as "Truganina (South) Kindergarten / Children's Centre" in "Table 4: Other Development Infrastructure Costs, Truganina South" in the Truganina South DCP and shown on the plans endorsed under the Planning Permit;

Community Infrastructure Levy means the community infrastructure levy required to be paid pursuant to the Planning Permit and clause 45.06 of the planning scheme, calculated in accordance with the Truganina South DCP;

DCPs means the development contribution plans referred to in recital D;

Development means the development intended to be carried out on the Land;

Development Contributions Liability has the meaning given in clause 14;

Development Infrastructure Levy means the development infrastructure levy required to be paid pursuant to the Planning Permit and clause 45.06 of the planning scheme, calculated in accordance with the Truganina South DCP;

Land means the land referred to in recital B;

Marquands Road DCP means the Marquands Development Contributions Plan incorporated into the planning scheme ;



Marquands Road Works means the works on Marquands Road that are funded by the Marquands Road DCP.

Net Development Area has the meaning set out in section 7.0 of the Truganina South DCP;

Owner shall be deemed to include the Owner's successors, assignees and transferees and the obligations imposed upon and assumed by the Owner with respect to the Land of which it is registered as proprietor shall also be binding on its successors, transferees, Purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the Land ("the successors") as if each of those successors had separately executed this agreement;

Planning Permit means the permit referred to in Recital I and plans endorsed under it and as amended from time to time;

Potential DCP Project means a project funded partially or wholly by the Truganina South DCP that is reasonably required or desirable to be provided as part of the development of the Land. Schedule 2 includes an indicative list of Potential DCP Projects;

PSP means the PSP referred to in UGZ 1 ;

Public Infrastructure Plan means the plan referred to in Recital J, once approved by Council or any replacement plan approved by Council;

Residential Lot means a lot which in the opinion of Council is of a size and dimension such that it is intended to be developed as a house lot without further subdivision;

Statement of Compliance means a statement of compliance issued by Council under the *Subdivision Act 1988*;

Truganina South DCP means the Truganina South Development Contributions Plan incorporated into the planning scheme.

Interpretation

4. The parties agree that in the interpretation of this agreement:
 - 4.1 The singular includes the plural and the plural includes the singular;
 - 4.2 A reference to a gender includes a reference to each other gender;
 - 4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;
 - 4.4 If a party consists of more than one person this agreement binds them jointly and each of them severally;
 - 4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes;
 - 4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this agreement; and
 - 4.7 The recitals to this agreement are and will be deemed to form part of this agreement including any terms defined within the recitals.

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Severability

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

Obligations of the Parties

6. The Owner agrees:

Vesting of Active Open Space

- 6.1 To ensure that the plan of subdivision for Stage 6 of the Development vests the Active Open Space Reserve and the Community Centre Land in Council, at the Owner's cost;

Contribution towards Marquands Road

- 6.2 To pay a contribution towards the construction of Marquands Road equal to Frontage Liability minus Works Credit where:

- (i) "Frontage Liability", which is based on frontage to Marquands Road and liability under the Marquands Road DCP, equals \$654,208.00 indexed in accordance with Section 7.4 of the Marquands Road DCP from the March 2010 quarter, as at the date that those works are completed; and
- (ii) "Works Credit" equals the value of the Marquands Road Works being undertaken by the Owner, as agreed between Council and the Owner, as at the date that those works are completed.

Credits to be allowed by Council

7. Council agrees that upon entering into this Agreement, Council will allow the Owner:
- (1) a credit against its Development Contributions Liability of \$6,000,000.00 in relation to the vesting of the Active Open Space Reserve in accordance with clause 6.1; and
 - (2) a credit against its Development Contributions Liability of \$225,000.00 in relation to the vesting of the Community Centre Land in Council in accordance with clause 6.1.

Potential Works In Kind

8. The Owner may apply for approval to construct or provide (as land) one or more of the Potential DCP Projects. The Owner's application must be in writing and must be given to Council at least 3 months prior to the proposed commencement of construction of a Potential DCP Project or the proposed provision via vesting or transfer of land to Council of a Potential DCP Project.
- 8.1 The Council may approve an application made by the Owner under clause 8. Council must make a decision in relation to an application within a reasonable time.
9. If Council allows the Owner to provide a Potential DCP Project, the Owner agrees that it will construct the Potential DCP Project:
- (1) in accordance with the plans and specifications approved by Council under clause 10 of this Agreement;
 - (2) by a date to be agreed with Council; and

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- (3) to the reasonable satisfaction of Council.
10. If Council allows the Owner to provide a Potential DCP Project the Owner must submit proposed plans and specification details for the Potential DCP Project to Council for approval. The proposed design and specification details for the Potential DCP Project must be generally in accordance with the Truganina South DCP unless otherwise agreed in writing.
11. If the Owner does not meet the timeframe set out in clause 9(2), Council may:
 - (1) extend the time for completion of the Potential DCP Project;
 - (2) refuse to issue any further Statements of Compliance for subdivision until the Potential DCP Project is completed; or
 - (3) extend the time for completion of the Potential DCP Project and require a bank guarantee to secure the completion of the Potential DCP Project.
12. If Council allows the provision of a Potential DCP Project, then upon practical completion of the Potential DCP Project Council will allow the Owner a credit against its Development Contributions Liability equal to the value listed for that Potential DCP Project in the Truganina South DCP.
13. If Council allows the provision of land comprising a Potential DCP Project, then upon vesting in or transfer to Council of the land comprising the Potential DCP Project, Council will allow the Owner a credit against its Development Contributions Liability equal to the value listed for that Potential DCP Project in the Truganina South DCP.

Balancing liabilities and credits and carrying forward of credit

14. The Owner acknowledges that it has a liability ("**Development Contributions Liability**") in relation to the Land:
 - (1) to pay the Development Infrastructure Levy in cash calculated on a per net developable hectare basis as set out in the DCPO8 and the Truganina South DCP:
 - (a) after Certification of the plan of subdivision for the relevant stage of subdivision and not more than 21 days prior to the issue of a Statement of Compliance in respect of the plan of subdivision for the relevant stage of subdivision; or
 - (b) as agreed with Council.
 - (2) to pay the Community Infrastructure Levy payable in relation to the Residential Lots to be created by a stage prior to issue of a Statement of Compliance for that stage or otherwise as agreed with Council;
 - (3) to pay a public open space contribution in relation to each stage prior to issue of a Statement of Compliance for the stage, calculated on the basis of 2.65% of the Land, with a land value of \$750,000.00 per hectare in accordance with clause 52.01 of the Planning Scheme and the PSP.
15. The Owner agrees to pay its Development Contributions Liability on a stage-by-stage basis except as otherwise provided for in this agreement.
16. Council:
 - (1) agrees that the Owner will not be required to pay its Development Contributions Liability on a stage-by-stage basis in cash until all credits that the Owner is entitled to under this agreement have been exhausted;

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- (2) acknowledges that, upon the Owner complying with its obligations under this Agreement, the Owner will have, in relation to the Land, fully discharged its obligations in relation to the Owner's Development Contributions Liability.

Adjustment and administration

17. The parties agree that, unless otherwise specified, all values in this Agreement, including dollar amounts, land values and credits are to be adjusted in accordance with section 3.3 of the Truganina South DCP:
 - (1) in relation to land - from March 2011 to the date of vesting; or
 - (2) in relation to works - from the March quarter of 2010 to the date of practical completion of those works.
18. The Owner must on 1 July in each year after the execution of this Agreement prior to seeking a Statement of Compliance for a stage submit a table in substantially the same form as Schedule 1 but adjusted for indexation and land adjustments in accordance with section 3.3 of the Truganina South DCP and which also takes into account payments made, credits allowed and credit utilised all to the satisfaction of Council.
19. In relation to a planning permit for subdivision of the Land other than the Planning Permit, the Owner must:
 - (1) prior to commencing works pursuant to the Planning Permit; and
 - (2) prior to seeking a Statement of Compliance for a stage of the subdivision approved by a permit,submit a table in substantially the same form as Schedule 1 but adjusted in accordance with section 3.3 of the Truganina South DCP and to take into account payments made, credits allowed and credits utilised, to the satisfaction of Council.

Agreed Land Values

20. Council and the Owner agree that
 - (1) the provisions of this agreement that refer or relate to land values are intended to replace the market value and any other method of calculating compensation payable to a person under the Land Acquisition and Compensation Act 1986 and the Act in respect of any part of the Land; and
 - (2) upon payment being made in accordance with this agreement whether as a monetary amount or by a credit in respect of any of the Land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition and Compensation Act 1986 or for any other category of or form of loss or compensation in respect of any part of the Land.

Disputes

21. In the event of any dispute between the parties concerning the interpretation or implementation of this agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("the tribunal") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the tribunal pursuant to the Act, such matters shall be referred to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman

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of the Victorian chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration pursuant to the Commercial Arbitration Act 1984.

22. Where provision is made in this agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the tribunal in accordance with Section 149 (1) (b) of the Act.
23. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to under clauses 21 and 22. Unless the arbitrator, chairman, nominee or the tribunal shall otherwise direct, each party must bear its own costs.

Owner's Covenants

24. The Owner warrants and covenants that as at the date hereof, the Owner is both the registered proprietor and the beneficial Owner of the Land;
25. Without limiting the operation or effect which this Agreement has, apart from the Owner and any other person who has consented in writing to this Agreement and those parties who have entered into a contract of sale for purchase of a lot prior to registration of the relevant plan of subdivision, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.
26. The Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act 1958*.

Registration of agreement

27. Council and the Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable Council to register this agreement on the certificate of title to the Land, in accordance with section 181 of the Act.
28. Without limiting the operation or effect which this agreement has, the Owner must ensure that until such time as this agreement is registered on the certificate of title to the Land, successors in title shall be required to:
 - (1) give effect to and do all acts and sign all documents which will require those successors to give effect to this agreement; and
 - (2) execute under seal a deed agreeing to be bound by the terms of this agreement and upon such execution this agreement shall continue as if executed by such successors as well as by the parties to this agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

Ending of agreement

29. Where the Owner has fulfilled all its obligations under this Agreement in respect of a stage of Development, it shall advise Council accordingly, and Council shall, if the Owner prepares the required application, advise Land Registry Victoria that this agreement no longer applies to the part of the Land in that stage. The application to the Land Registry Victoria shall be at the cost of the Owner.

Notification to Successors in Title

30. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended Purchaser, transferee or assignee the existence and nature of this agreement.

AK553628G

27/08/2013 \$113 173



31. The Owner and Council acknowledge and agree that this agreement is made pursuant to Section 173 of the Act and during the period of this agreement the obligations imposed on the Owner are conditions on which the Land may be used or developed for specified purposes and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, their successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

Owner may apply for planning permission

32. The parties acknowledge and agree that this agreement will not and is not intended to prejudice the rights of the Owner to make any application under the planning scheme for permission to use and develop the Land or prevent or constrain the Council from considering and determining any such application in accordance with the requirements of the planning scheme and the Act.

Service

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

Entire understanding

35. This Agreement:
- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
 - (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

Counterparts

36. This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:
- (1) must be treated as an original counterpart;
 - (2) is sufficient evidence of the execution of the original; and
 - (3) may be produced in evidence for all purposes in place of the original.



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

Executed by Stockland Development Pty Limited ACN 000 064 835 by its Attorney

Executed for and on behalf of Stockland Development Pty Ltd by its attorney BENJAMIN LED CANTWELL under the power of attorney dated 11th May 2011. A certified copy of which is filed in the Permanent Order book No.277 Page 030 Item 28

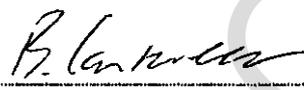
[Name of Attorney] under Power of Attorney dated 30 January 2008 in the presence of:



Signature of Witness

CARLIN HARVEY

Name of Witness
(BLOCK LETTERS)



Signature of Attorney

BENJAMIN LED CANTWELL

Name of Attorney
(BLOCK LETTERS)

SIGNED FOR AND ON BEHALF OF WYNDHAM CITY COUNCIL pursuant to an Instrument of Delegation dated 29 May 2012



KERRY THOMPSON, CEO

Name and Position Title

18.7.13

Date

AK553628G

27/08/2013 \$113 173


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27/08/2013

\$113

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SCHEDULE 1

Staging Table

INFORMATION ONLY

AK553628G

27/08/2013

\$113

173



Stage	1	2	3	4	5	6	Total
Net development area							
Development Infrastructure Levy							
Community Infrastructure Levy							
Passive Open Space							
Credit for Active Open Space Reserve							
Credit for Community Centre Land							
Total							

INFORMATION ONLY

AK553628G

- 12 -

27/08/2013

\$113

173

SCHEDULE 2



Indicative list of Potential DCP Projects

INFORMATION ONLY

AK553628G

27/09/2013

\$113

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Schedule 2

Potential WIK for Allura				
ID No.	WIK Items	Total Cost	Staging Trigger	
Roads & Intersections				
1	Leakes Rd - Greenfield to 2 lane rural construction (approx. 1048m)	\$ 1,406,709		2009 Dollars
2	Forsyth Rd Widening - North of Westmeadow Ln (approx 615 m x 34m reservation)	\$ 1,568,250	16	March 2010 Dollars
3	Forsyth Rd Widening - South of Westmeadow Ln (approx. 450 m x 34m reservation)	\$ 1,147,500	16	March 2010 Dollars
4	Marquands Rd construction (approx 1069m)	\$ 12,438		
5	Intersection Leakes Rd and Forsyth Rd	\$ 3,757,893		March 2011 Dollars; Full cost after adjustment for relocation service costs
6	Intersection Leakes Rd and N-S Collector	\$ 3,010,699		March 2011 Dollars; Full cost after adjustment for relocation service costs; under discussion as per
7	Intersection Forsyth Rd and E-W Collector	\$ 3,386,218	15	March 2011 Dollars
12	Forsyth Rd Construction (approx 1065m in total length)	\$ 4,523,801	16	March 2010 \$; incl road overlaps
Culverts Construction				
8	East-West collector culvert construction	\$ 981,514	15	June 2010 \$
9	North-South Collector Rd Culvert	\$ 615,555		June 2010 \$
10	East-West Collector and Cropley Drains construction of culvert	\$ 939,606	13	June 2010 \$
11	Local Rd across Cropley Drains construction of culvert	\$ 192,055	13	June 2010 \$
13	East-West collector rd crossing thru GSM (120 m)	\$ 168,460	15	June 2010 \$
29	Conservation tracks (approx 71m north of westmeadows ln & 154m south of westmeadows ln)	\$ 67,500	25	March 2010 \$
GSM Vegetation Offsets				
14	GSM Offset - Forsyth Rd (1.326 ha)	\$ 180,950	15	June 2010 \$
15	GSM Offset - East-west collector (0.294)	\$ 32,175	15	June 2010 \$
Pedestrian Bridges & Trails				
17	Construct pedestrian trail along drainage reserve along frontage (approx 529m)	\$ 158,700		March 2010 \$
18	Construction of pedestrian trail along Dorherby Creek (543m north of westmeadows ln)	\$ 162,900	25	March 2010 \$
20	Construction of pedestrian trail along Dorherby Creek (930m south of westmeadows ln)	\$ 279,000	25	March 2010 \$
21	Pedestrian bridge (west)	\$ 144,000	21	March 2010 \$
22	Pedestrian bridge (north-west)	\$ 144,000	21	March 2010 \$
23	Pedestrian bridge (south)	\$ 144,000	21	March 2010 \$
Splays				
24	Splays Forsyth Rd and Westmeadows Ln (1314 sq m)	\$ 98,550		March 2010 \$
25	Splays for Leakes/NS collector Intersection (566 sq m)	\$ 42,450		March 2010 \$
Active Recreation				
26	Land for active sporting reserve (8ha)	\$ 6,000,000	6	March 2010 \$
27	2 Football/cricket ovals	\$ 3,069,813	10	March 2010 \$
28	Landscaping (2 ha)	\$ 570,065	10	March 2010 \$
29	Path through Reserve	\$ 96,250	10	March 2010 \$
30	1 Football/Cricket pavilion	\$ 1,457,500		March 2010 \$
31	8 tennis/netball courts	\$ 933,457		March 2010 \$; redirect to football/cricket ovals & landscaping
32	1 tennis/netball pavilion	\$ 457,500		March 2010 \$
33	14. Basic landscaping for passive open space (0.75 ha)	\$ 427,549	18	March 2010 \$
36	Embellishment of Village Green (0.2ha)	\$ 114,013	26	Ed
Community Facilities				
34	Land for Community Centre (0.3 ha)	\$ 225,000	6	March 2010 \$
35	Construction of Community Centre Incl. pre-school component	\$ 3,073,355		March 2010 \$

NDA		72.23
Development yield		1,161
DHL	\$	269,718
CIL	\$	900



Civic Centre
Postal 45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone 1300 023 411
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

ABN: 38 393 903 860

Your Ref: 396012

Our Ref: wLIC00531/25

Date: 20/01/2025

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2025
Assessment No: 222954
Certificate No: wLIC00531/25
All Enquiries and Updates to 1300 023 411

222954

Property Description: V 11846 F 774 L 29 PS 731358 Truganina Parish
AVPCC Code: 120 - Single Unit/Villa Unit/Townhouse
Property Situated: 20/2 Rockgarden Drive
TRUGANINA VIC 3029

Site Value	\$50000	CIV	\$345000	NAV	\$17250
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The level of valuation is 01/01/2024.
The Date Valuation was adopted for rating purposes is 01/07/2024.

Current Year's Rates	
General DL Rates	\$757.96
Municipal Charge	\$68.28
Fire Services Levy	\$162.02
Current Rates Levied	\$988.26
Less Payments	(\$494.26)
Balance Outstanding	\$494.00

TOTAL OUTSTANDING	\$494.00
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Council strongly recommends that an updated certificate be sought prior to any settlement of land or other reliance on this certificate. A written update will be provided free of charge for up to 3 months after the date of issue.

Dear Solicitor/Conveyancer, We are upgrading our systems on Tuesday, 28 January 2025. These changes are designed to enhance our operations and improve how we collaborate with you.

Please note that LIC updates will be unavailable from 24 to 27 January 2025. For any settlements on Friday, 24 January, kindly contact us by Thursday, 23 January, to ensure timely assistance.

If you have questions or concerns, please email us at mail@wyndham.vic.gov.au.

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989 or under a local law of the Council and the specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

OTHER INFORMATION NOTICES AND ORDERS:

There is no potential Liability for Rates under the Cultural and Recreational Lands Act 1974.

There is no potential Liability for the Land to become Rateable under Section 173 or 174A of the Local Government Act 1989.

There is no Outstanding Amount to be paid for Recreational Purposes or any transfer of Land required to be made to Council for Recreational Purposes under the Local Government Act 1958.

LAND CLEARANCE CHARGES:

Directions to maintain vacant land to Council requirements all year round are in place under the Local Law.

Although there may be no charges shown on the Certificate, it is possible that a Charge OR a Notice to Comply to maintain the vacant land as required may exist by settlement date.

Please contact Council's City Resilience Department via email at mail@wyndham.vic.gov.au to check if there are any pending Charges that are not listed but which may transfer with the property to the new owner.

NOTE: Whilst all efforts have been made to ensure that the information contained in this Certificate is accurate and reflects the current records of the City as at the date of the Certificates issue, information contained in the Certificate is subject to regular update and it is strongly recommended that an updated Certificate be sought immediately prior to any settlement of land or other reliance on this Certificate.

I hereby certify that as at the Date of Issue the information given in this Certificate is a true and correct disclosure of Rates and other Monies payable to the Wyndham City Council, together with any Notice or Orders referred to in this Certificate

APPLICANT: Landata

RECEIVED THE SUM OF \$29.70 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE: wLIC00531/25



Ade Adeleke/Coordinator Finance Operations

Payment Options



BPAY (Rates payments only)

Billers Code: 76869

Customer Reference Number: 2097544

Online via Credit Card

Visit www.wyndham.vic.gov.au

Rates Payment

Bank Reference Number: 2097544

Land Clearance Charge (if applicable)

See Reference Number above

Cheque Payment

Send cheque made payable to Wyndham City Council and a copy of this LIC to PO Box 197, Werribee, VIC 3030

Information Statement Certificate

Reference number

Total amount

Date of issue

Total amount to end of June 2025 and includes any unbilled amount

Please see page 2 for detailed information

GIS plots

GIS plots are temporarily unavailable on information statements and if required can be found on byda.com.au. If you need to request this information from us, please email info_statement@gww.com.au and include the reference number on this statement in the subject line.

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2025, as well as any relevant orders, notices and encumbrances applicable to the property, described hereafter.

Service address

Property number

Title(s)

Comments

Payment options

Greater Western Water ABN 70 066 902 467



BPAY
Biller code: **8789**
Ref:
Go to bpay.com.au



Australia Post
Billpay code: **0362**
Ref:
Pay at any post office, by phone **13 18 16**, at postbillpay.com.au, or via Auspost app

Network Charge Type	Annual Charge 01/07/2024 - 30/06/2025	Billing Frequency	Outstanding Amount
WATERWAYS & DRAINAGE CHARGE		Quarterly	
PARKS CHARGE		Quarterly	
WATER NETWORK CHARGE		Quarterly	
SEWERAGE NETWORK CHARGE		Quarterly	
RECYCLED WATER NETWORK CHARGE		Quarterly	
FIRE SERVICE CHARGE		Quarterly	
TOTAL			

Network charges owing to 30/06/2024
 Network charges owing for this financial year
 Volumetric charges owing
 Adjustments
BALANCE including unbilled network charges

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of the information provided. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy in the information. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for further property and land title queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

General information

If a final meter reading is required for settlement purposes, please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date to the final meter read date will be forwarded to the vendor of the property.

Please contact Greater Western Water prior to settlement on 13 44 99 for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Authorized Officer,



Rohan Charrett
General Manager, Customer Service
Greater Western Water Corporation

INFORMATION ONLY

Property Clearance Certificate

Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 24/3240AJ

Certificate No: 81591599

Issue Date: 20 JAN 2025

Enquiries: ESYSPROD

Land Address: GROUND FLOOR FLOOR, 2 ROCKGARDEN DRIVE TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43675066	29	731358	11846	774	\$500.00

Vendor: KERRIE-ANNE MEYER & SEBASTIAAN PETE MEYER

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MS KERRIE ANNE MEYER	2025	\$50,000	\$500.00	\$0.00	\$500.00

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

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$345,000

SITE VALUE (SV): \$50,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE: \$500.00**

Notes to Certificate - Land Tax

Certificate No: 81591599

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$50,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,450.00

Taxable Value = \$345,000

Calculated as \$345,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 81591599

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 81591599

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 24/3240AJ
Certificate No: 81591599
Issue Date: 20 JAN 2025
Enquires: ESYSPROD

Land Address: GROUND FLOOR FLOOR, 2 ROCKGARDEN DRIVE TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43675066	29	731358	11846	774	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$345,000
SITE VALUE:	\$50,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 81591599

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/3240AJ
Certificate No:	81591599
Issue Date:	20 JAN 2025

Land Address: GROUND FLOOR FLOOR, 2 ROCKGARDEN DRIVE TRUGANINA VIC 3029

Lot	Plan	Volume	Folio
29	731358	11846	774

Vendor: KERRIE-ANNE MEYER & SEBASTIAAN PETE MEYER

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 81591599

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Bill Code: 416073
Ref: 81591596

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 81591596

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

OWNERS CORPORATION CERTIFICATE
s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations
Regulations 2018

Owners Corporation Number OCPS 731358C (1)
Address 2 Rockgarden Drive, Truganina VIC 3029

This certificate is used for **Lot 29 on Plan of Subdivision No 731358C (OC1)**

Postal Address is 20 / 2 Rockgarden Drive, Truganina VIC 3029

Applicant for the certificate is	Melbourne Real Estate Conveyancing
Address for delivery of certificate	ownerscorp@infotrack.com.au
Date that the application was received	21/01/2025

IMPORTANT:

The information in this certificate is issued on 29-01-2025

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

(a) The current annual fees for the lot are \$2,216.28 and are for the period 01/08/2024 to 31/07/2025 and are payable in 6 monthly instalments, as follows:

6 MONTHLY

01/08/2024 - 31/01/2025 \$1,066.60

01/02/2025 - 31/07/2025 \$1,149.68

(b) The date up to which the fees for the lot have been paid is – 31/01/2025

(c) The total of any unpaid fees or charges for this lot is:

Administrative Fund	Amount	Maintenance Fund	Amount
----------------------------	---------------	-------------------------	---------------

Admin Amount Owing \$ 0.00

Interest Due \$ 0.00

Total Amount Due & Payable \$ 0.00

Admin Amount Owing \$ 0.00

Interest Due \$ 0.00

Total Amount Due & Payable \$ 0.00

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

No special levies due and payable at the time this certificate was prepared, however we strongly suggest you ring our office for an update of any outstanding levies prior to settlement.

Please ring our office for an update of any outstanding fees prior to settlement

The bank account details to facilitate electronic payments to the Owners Corporation at settlement are as follows:

BSB: 183-334
Account Number: 251148219
Lot Reference: 29

*** It is important to ensure that the above lot reference is used in the reference of your transaction to ensure that your payment can be correctly identified**

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

If so, then provide details: NIL

(f) The Owners Corporation has the following insurance cover:

Policy Number: VRSC20002290	Type: Strata - Residential	Broker: Honan Insurance Group Pty Ltd
Insurer: Strata Community Insurance Agencies Pty Ltd	Premium: \$41,553.77	Paid On Date: 23/05/2024
Policy Start Date: 01/06/2024	Next Due Date: 01/06/2025	

Cover	Sum Insured	Excess
Building	\$16,996,874	\$1,000
Catastrophe Insurance	\$2,549,531	
Common Area Contents	\$169,969	

Fidelity Guarantee	\$100,000	
Legal Expenses	\$50,000	\$1,000
Loss of Rent	\$2,549,531	
Lot Owners Fixtures & Improvements	\$300,000	
Machinery Breakdown	Not Included	
Office Bearers Liability	\$250,000	
Public Liability	\$20,000,000	
Terrorism	Included	
Floating Floors	Included	
Voluntary Workers	\$200,000 / \$2,000	
Government Audit Costs	\$25,000	
Appeal Expenses	\$100,000	
Storm and Rainwater	Included	\$10,000
Burst Pipes	Included	\$10,000

The type of Policy is: **Full Replacement Residential**

The Buildings covered by the Policy are situated at:

2 Rockgarden Drive, Truganina VIC 3029

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:

NO

(h) The total funds held by the owners corporation are:

Admin Fund	\$ 24,047.66
Maintenance	\$ 20,000.00
Unallocated to levies, lots in prepaid	\$ 0.00
Total	\$ 44,047.66

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: None, to the best of my knowledge

(j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details: None, to the best of my knowledge

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details:

A contract of appointment to provide Owners Corporation Management Services is currently held with MJS Body Corporate 27/09/2025

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 29-01-2025

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details: None, to the best of my knowledge

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

PO Box 109
Abbotsford VIC 3067
Tel: 03 8373 4719
Email: accounts@mjsbc.com.au
MJSBC Pty Ltd
ABN: 32 676 503 469

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

No administrator is appointed.

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

A copy of the minutes of the last annual general meeting of the owners corporation

A copy of Schedule 2 - of the Owners Corporations Regulations 2018 entitled "Models Rules for an Owners Corporation"

A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

An applicable fee to provide this service will apply.

IMPORTANT PLEASE NOTE:

- The information contained in this certificate is deemed accurate and correct based on the available data at the time of preparation and issuance. This information is valid for the date of issue only.
- The information provided is subject to change without notice.
- It is strongly recommended that an updated certificate be obtained prior to the settlement of the property by both parties representing the vendor and purchaser. Failure to obtain an update for the settlement date may result in an incorrect amount being transferred. Management accepts no responsibility if an updated certificate is not requested for the settlement date.
- If the ordering party requests an update, it will be provided at no charge if the request is made within 30 days of the certificate issue date. After the 30-day grace period, a new application for a certificate must be submitted.
- Only information provided by the signatory on this certificate will be acknowledged as correct.
- Purchasers are strongly advised to obtain an independent building report and conduct a search for any building notices. Management takes no responsibility for purchasers failing to undertake their own due diligence.
- A Notice of Acquisition must be provided to this office within 7 days of settlement. Failure to submit a Notice of Acquisition will result in the new lot owner being charged additional fees for investigations and title searches.

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

Date: 29-01-2025

This owners corporation certificate was prepared by:



Kathryn Douni

PO Box 109
Abbotsford VIC 3067
Tel: 03 8373 4719
Email: accounts@mjsbc.com.au
MJSBC Pty Ltd
ABN: 32 676 503 469

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

Rules for Owners Corporation

1. Health, safety, and security

1.1 Health, safety and security of Lot owners, occupiers of Lots and others

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a Lot must not use or store on the Lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

A committee may appoint members to a subcommittee 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—

1. to be parked or left in parking spaces situated on common property and allocated for other Lots; or
2. on the common property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
3. in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

1. An owner or occupier of a Lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a Lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen, or barrier is soundly built and is consistent with the colour, style and materials of the building.

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

5. Lots

5.1 Change of use of Lots

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

Example

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

5.2 External appearance of Lots

1. An owner or occupier of a Lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their Lot.
2. An owners corporation cannot unreasonably withhold approval but may give approval subject to reasonable conditions to protect quiet enjoyment of other Lot owners, structural integrity, or the value of other Lots and/or common property.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
5. The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to Lots

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

6. Behaviour of persons

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

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a Lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

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

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making.

Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

Annual General Meeting Minutes
For Strata Plan 731358C OC1 – OC6
2 Rockgarden Drive, TRUGANINA VIC 3029

Held at: Time: 1:00PM, on Tuesday, 17 September 2024
Via: Zoom Online Web Conference

1. CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

Lot Owners in Attendance:

Lot Owner	Lot Number	Participating For
MCHO SMSF BT Pty Ltd	32	OC1 & OC2

Apologies:

Lot Owner	Lot Number	Participating For
Custodian/Bare trustee The Wise Fevaleaki Super Property Trust	18	OC1

Proxies:

Lot Owner	Lot Number	Participating For
Arnoldy Sandjaja proxy to Kathryn Douni	22	OC1 & OC2
MCHO SMSF BT Pty Ltd proxy to Paul McKersey	32	OC1 & OC4

Also, in attendance by invitation:

Kathryn Douni – MJS Body Corporate

MEETING TO RUN CONCURRENTLY FOR OWNERS CORPORATION 1- 6

Owners Corporation **No. 1, 2, 3, 4, 5 & 6** resolved that the Annual General Meetings for the unlimited and limited Owners Corporations will run concurrently.

For:	2	Against:		Abstain:	
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Motion Carried

DETERMINATION OF A QUORUM

For **Owners Corporation 1**, there were 2 of the 40 lots present in person or by proxy at the meeting totaling 5%. Owners Corporation No. 1 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) was not present.

For **Owners Corporation 2**, there were 1 of the 4 lots present in person or by proxy at the meeting totaling 25%. Owners Corporation No. 2 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) was not present

For **Owners Corporation 3**, there were nil of the 4 lots present in person or by proxy at the meeting totaling 0%. Owners Corporation No. 3 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) was not present

For **Owners Corporation 4**, there were 1 of the 4 lots present in person or by proxy at the meeting totaling 25%. Owners Corporation No. 4 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) was not present

For **Owners Corporation 5**, there were nil of the 4 lots present in person or by proxy at the meeting totaling 0%. Owners Corporation No. 5 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) was not present

For **Owners Corporation 6**, there were nil of the 4 lots present in person or by proxy at the meeting totaling 0%. Owners Corporation No.6 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) was not present

Upon presentation of all proxies and noting all attendances, it was confirmed that as there was less than 50% of occupiable lots represented, a quorum was not achieved and therefore, in accordance with Section 78 of the Owners Corporation Act 2006, all resolutions are interim resolutions for 29 days. Interim resolutions become resolutions of the Owners Corporation 29 days from the date of interim resolution, should not more than 25% of lots petition against the interim resolution.

NON-FINANCIAL MEMBERS

In accordance with Section 89B of the Owners Corporation Act 2006, a lot owner who is in arrears for any amount owed to an Owners Corporation is not entitled to vote, either in person, by ballot or by proxy, on a resolution of the Owners Corporation unless the amount in arrears is paid in full. A lot owner in arrears may only vote on any matter where a special resolution or unanimous resolution is required. A lot owner in arrears will not be counted as part of the quorum, however, may vote on special or unanimous resolutions

The manager advised that Lot 14 and 15 was in arrears at the time of the meeting and therefore would be ineligible to vote on any ordinary resolutions of the Owners Corporation.

2. CHAIRPERSON

ORDINARY RESOLUTION

The Owners Corporation Members resolve that Kathryn Douni of MJS Body Corporate be appointed as the Chairperson for the meeting.

For:	2	Against:		Abstain:	
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Motion Carried

3. MINUTES OF PREVIOUS MEETING

ORDINARY RESOLUTION

The Owners Corporation members resolve that the minutes of the previous Annual General Meeting, dated 30 October 2023, be confirmed as a true and correct record of the proceedings of that meeting.

For:	1	Against:		Abstain:	1
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Motion Carried

4. MANAGEMENT CONTRACT

ORDINARY RESOLUTION

The Owners Corporation have appointed MJS Body Corporate Management Pty Ltd as the Owners Corporation Manager for a term of 3 years commencing on 27 September 2025 at the detailed cost in the Contract of Appointment.

Pursuant to section 18A of the Owners Corporation Act 2006 the Owners Corporation may resolve to no longer require the presence of the seal on pertinent documentation relating to the Owners Corporation opting for the adoption of signatures only in its place.

For:	2	Against:		Abstain:	
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Motion Carried

5. MANAGER'S REPORT

ORDINARY RESOLUTION

The Owners Corporation Members resolve to acknowledge and accept the Manager's report as prepared and presented by the Manager.

For:	2	Against:		Abstain:	
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Motion Carried

6. COMMITTEE REPORT

ORDINARY RESOLUTION

It was noted that no report was received from the Chairperson of the Committee.

The Owners Corporation Members and Management conveyed they're thanks to the Committee for their service throughout the year.

For:	2	Against:		Abstain:	
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Motion Carried

7. ELECTION OF A COMMITTEE & CHAIRPERSON

Under Part 5 of the Owners Corporation Act 2006:

- An Owners Corporation with 10 or more lots, must elect a Committee at each Annual General Meeting.
- An Owners Corporation with less than 10 lots, may elect a committee but a chairperson must be elected.

A Committee of an Owners Corporation must consist of a minimum of 3 members and a maximum of 7 members, unless resolved by the Owners Corporation to increase the committee members to a maximum of 12.

7.1. COMMITTEE ELECTION

ORDINARY RESOLUTION

In accordance with Section 100 of the Owners Corporation Act 2006, The Owners Corporation Members further resolve that the following be appointed as members of the committee:

The Owners Corporation Members No. 1 – No. 6 resolved to elect one Committee to run the Owners Corporations as a whole.

The Owners Corporation Members resolved to elect the following Members to serve as the Committee until the next Annual General Meeting.

Lot #	Full Name
Lot 32	MCHO SMSF BT Pty Ltd
Lot 22	Arnoldy Sandjaja
Lot 29	Sebastian Meyer

It was further resolved that the elected committee of the Owners Corporation will also serve as the Grievance Committee for the Owners Corporation.

For:	2	Against:		Abstain:	
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Motion Carried

7.2. CHAIRPERSON ELECTION

ORDINARY RESOLUTION

The Owners Corporation Members resolve to appoint MCHO SMSF BT Pty Ltd of Lot 32 as Chairperson of the Owners Corporation.

MJS Body Corporate will act as the Secretary of the Owners Corporation and will receive instructions from the Chairperson for any matters pertaining to the Owners Corporation.

For:	2	Against:		Abstain:	
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Motion Carried

7.3. DELEGATION OF DUTIES

ORDINARY RESOLUTION

On the appointment of the Owners Corporation Manager and the election of the Committee or Chairperson of the Owners Corporation, the Owners Corporation members resolve to delegate all powers and functions of the Owners Corporation to the Manager and Committee / Chairperson of the Owners Corporation, except for:

- The power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting.
- The power to remove a committee or officer of the Owners Corporation.
- The power to set the annual fees or levies (except in terms of the Act).

For:	2	Against:		Abstain:	
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Motion Carried

8. OCCUPATIONAL HEALTH & SAFETY

ORDINARY RESOLUTION

The Owners Corporation Members resolve to continue to meet their statutory obligations as outlined within the Occupational Health and Safety Act 2004 (Vic), by continuing to audit and identify hazards affecting common property, and to undertake necessary measures, so far as is reasonably practicable, to mitigate the associated risks.

It is recommended that the Owners Corporation ensures that either a professional OH&S Report is completed every 3 years and/or that the Chairperson/Committee complete a property risk profile report identifying any breaches or risks at the property.

No professional Occupational Health and Safety (OH&S) Audit has been completed.

The Owners Corporation Members resolve to arrange a professional OH&S Audit. And deliver to manager.

The Owners Corporation Members note that the resolution passed at the Annual General Meeting held in 2023 to delegate the Committee or Chairperson the authority to prioritise with the Manager items identified requiring remedial action and to raise special levies to meet the costs where necessary.

Please note that if any risk be identified, the risk should be reported to MJS Body Corporate immediately so the risk can be addressed.

For:	2	Against:		Abstain:	
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Motion Carried

9. ESSENTIAL SAFETY MEASURES

ORDINARY RESOLUTION

An Owners Corporation has a statutory responsibility to maintain all Essential Safety Measures (ESMs) within the building, including, the maintenance of exits and paths of travel, so to ensure the safety of all occupiers in the

complex. All buildings (apart from a Class 1A Residential development), must conduct regular inspections and service of the building's Essential Safety Measures, such as fire detection and alarm systems and fire extinguishers.

As per the National Construction Code (NCC), this Owners Corporation is a Class 1A residential building and does not require regular inspections of the buildings' ESMs.

The Owners Corporation Members resolve to meet their compulsory obligations to test and maintain all fire and safety equipment in terms of Owners Corporation Act 2006, and to the Australian Standards nominated on the Certificate of Occupancy, or any other standards that may have been relevant at the build date, including paths of travel.

It was further resolved that a specialist essential service contractor be appointed to act as the agent for the Owners Corporation, for the specific purposes of conducting scheduled inspections and having the authority to sign the Annual Essential Safety Measures Report (AESMR) on behalf of the Owners Corporation in accordance with all statutory obligations.

The last AESMR was completed on 10 July 2024.

The Owners Corporation Members resolve that MJS Body Corporate has authority to affect immediate repairs to meet ongoing compliance and avoid fines and / or a building order to be imposed on the Owners Corporation.

It was noted that lot owners are responsible to ensure:

- That, all Essential Services contained within each private lot (including, smoke alarms, fire blankets, egress paths of travel, air conditioning units, etc.) are maintained.
- That, no penetrations have occurred in fire walls, doors, or the common areas.
- That, stairwells, hallways and any pathways are kept clear of obstructions and trip hazards, at all times.

Lot owners are also responsible to report any issues affecting common property and the Owners Corporation, to the office of MJS Body Corporate immediately when identified, so to ensure building compliance.

For:	2	Against:		Abstain:	
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Motion Carried

10. ASBESTOS

ORDINARY RESOLUTION

In accordance with Section 226 of the Occupational Health and Safety Regulations 2007, an Owners Corporation is required to identify all asbestos containing materials on-site, via the completion of an audit of the Common Property and to record the findings in an asbestos register.

It is recommended that buildings constructed prior to 2004 complete an Asbestos Audit, which must also be updated every 5 years and upon any works being carried out on common property.

The date of this Strata Plan is **2016**.

The Owners Corporation Members note that as the building was constructed after 2004, an Asbestos Audit is not required.

The Owners Corporation Members resolve not to proceed with an Asbestos Audit of the common property.

For:	2	Against:		Abstain:	
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Motion Carried

11. INSURANCE

In accordance with Section 59 of the Owners Corporation Act 2006, An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property. It is the responsibility of all Lot Owners to ensure that their property has sufficient insurance to provide protection for items that are not covered under the policy held by the Owners Corporation, including:

- Carpet
- Floating Flooring
- Window Furnishing
- Contents / Landlord Cover
- Public Liability (within apartment)

The details of the current policy held by the Owners Corporation have been provided within the table below:

Insurer	Strata Community Insurance Agencies Pty Ltd
Policy Number	VRSC20002290
Policy Period	1/06/2024 to 1/06/2025
Building Sum Insured	\$16,996,874
Common Contents	\$169,969
Loss of Rent / Temp Accom	\$2,549,531
Public Liability	\$20,000,000
Fidelity Guarantee	\$100,000
Office Bearers Liability	\$250,000
Personal Accident Vol. Workers	\$2,000 / \$200,000
Government Audit Costs	\$25,000
Legal Expenses	\$50,000
Workplace, Health & Safety Breach	\$100,000
Machinery Breakdown	Not Insured
Lot Owner Improvements (per lot)	\$300,000
Flood	Not Insured
Excess	\$1,000
Total Premium	\$41,553.77

As disclosed within the Management Agreement, MJS Body Corporate is paid a fee for placing the insurance cover for your property. The fee paid does not affect your premium and is paid to MJS Body Corporate by the brokers with whom we are associated. The fee remunerates MJS Body Corporate for processing claims on behalf of the Owners Corporation and enables the Manager to deal directly with your insurer.

Owners are to acknowledge that MJS Body Corporate are authorised under their insurance authority to provide factual advice only and that members are to satisfy themselves that the products being proposed by the insurer/underwriter suit their needs.

11.1. INSURANCE EXCESS

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the payment of the excess imposed on claims made against the policy, will be the responsibility of the individual lot where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

It was further resolved that the Owners Corporation will only be responsible for the payment of the excess imposed on claims made against the policy where the damage or insurable event has been caused by an act or omission on or from the common property or a common property service.

For:	2	Against:		Abstain:	
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Motion Carried

11.2. OFFICE BEARER'S LIABILITY

ORDINARY RESOLUTION

Office Bearer's liability provides financial protection to the Office Bearers, Committee and Representatives of an Owners Corporation for claims made against them for wrongful acts e.g.: 'for doing something they ought not to have done' or conversely 'for not doing something they should have done.' Defence costs (e.g. Solicitors fees, other charges and expenses) are included within the limit of the sum insured.

The Owners Corporation Members note that the current Office Bearer's Liability sum insured is \$250,000

For:	2	Against:		Abstain:	
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Motion Carried

11.3. INSURANCE VALUATION

ORDINARY RESOLUTION

The Owners Corporation is required under Section 59(2) the Owners Corporation Act 2006, to insure for the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new; and the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

In accordance with Section 65 of the Owners Corporation Act 2006, an Owners Corporation must obtain a valuation every 5 years or earlier, for all buildings that it is liable to insure. It is the recommendation to have 3 years.

The last valuation for the Owners Corporation was completed on **01 June 2023**, and it was determined that the amount in which the building sum is to be set at for the next 3-years is as follows:

Year 1	\$16,264,951
Year 2	\$16,996,874
Year 3	\$17,761,733

The Owners Corporation Members resolve not to obtain a valuation for insurance purposes.

For:	2	Against:		Abstain:	
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Motion Carried

11.4. RENEWAL INSTRUCTIONS

ORDINARY RESOLUTION

The Owners Corporation Members resolve arrange insurance cover for the forthcoming period of insurance, with the broker and/or insurer of their choosing.

The Owners Corporation Members resolve that MJS Body Corporate is to obtain quotations for the forthcoming period of insurance which are to be sent to the Committee / Chairperson for review and placement instructions.

It was further resolved that if no placement instructions are received from the Committee / Chairperson prior to policy expiry, MJS Body Corporate will proceed with the placement of cover with the incumbent insurer to ensure no lapse in cover for the Owners Corporation.

For:	2	Against:		Abstain:	
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Motion Carried

12. MAINTENANCE PLAN

ORDINARY RESOLUTION

Pursuant to Section 36 of the Owners Corporation Act 2006, Tier 1 and Tier 2 Owners Corporations must prepare and approve a maintenance plan for the property for which it is responsible.

It was noted that, as defined in Section 7 of the Owners Corporation Act 2006, this Owners Corporation considered as a Tier 3 Owners Corporation (10 to 50 occupiable lots) and may prepare and approve a maintenance plan.

The Owners Corporation has not prepared and approved a Maintenance Plan.

The Owners Corporation Members resolve not to obtain a Maintenance Plan.

For:	2	Against:		Abstain:	
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Motion Carried

13. FINANCIAL STATEMENTS

13.1. CLOSING BALANCES

ORDINARY RESOLUTION – OC1

The Owners Corporation Members resolve that the Financial Statements for the period **01 August 2023 to 31 July 2024**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$26,381.79
Maintenance Fund:	\$20,000.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$17,742.53**. (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

For:	2	Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC2

The Owners Corporation Members resolve that the Financial Statements for the period **01 August 2023 to 31 July 2024**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$7,023.53
Maintenance Fund:	\$0.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$8809.42**. (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

For:	1	Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC3

The Owners Corporation Members resolve that the Financial Statements for the period **01 August 2023 to 31 July 2024**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$3,117.31
Maintenance Fund:	\$0.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$5,246.64**.
 (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

For:		Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC4

The Owners Corporation Members resolve that the Financial Statements for the period **01 August 2023 to 31 July 2024**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$2,784.45
Maintenance Fund:	\$0.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$4865.68**.
 (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

For:	1	Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC5

The Owners Corporation Members resolve that the Financial Statements for the period **01 August 2023 to 31 July 2024**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$1,437.33
Maintenance Fund:	\$0.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$3,517.06**.
 (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

For:		Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC6

The Owners Corporation Members resolve that the Financial Statements for the period **01 August 2023 to 31 July 2024**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$3,126.21
Maintenance Fund:	\$0.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$4,950.08**.
 (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

For:		Against:		Abstain:	
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Motion Carried

13.2. AUDIT OF FINANCIAL STATEMENTS

ORDINARY RESOLUTION

The Owners Corporation Members note that pursuant to Section 7 of the Owners Corporation Act 2006, this Owners Corporation defined as a Tier 3 Owners Corporation (10 to 50 occupiable lots) and is not required to, but may resolve that its financial statements, be audited or reviewed, after the end of the financial year.

The Manager confirmed that an audit or review of the financial statements was not completed, as it was not required under the Owners Corporation Act 2006.

Please note that all cost associated with audits / reviews completed by an external party will be at the cost of the Owners Corporation.

For:	2	Against:		Abstain:	
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Motion Carried

14. PROPOSED BUDGET & CONTRIBUTIONS

14.1. ADMINISTRATION FUND BUDGET

ORDINARY RESOLUTION – OC1

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 August 2024 to 31 July 2025**, be confirmed at **\$88,651.00**

For:	2	Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC2

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 August 2024 to 31 July 2025**, be confirmed at **\$6,824.50**.

For:	1	Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC3

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 August 2024 to 31 July 2025**, be confirmed at **\$6,874.50**.

For:		Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC4

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 August 2024 to 31 July 2025**, be confirmed at **\$6,487.50**.

For:	1	Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC5

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 August 2024 to 31 July 2025**, be confirmed at **\$6,629.50**.

For:		Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC6

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 August 2024 to 31 July 2025**, be confirmed at **\$7,089.50**.

For:		Against:		Abstain:	
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Motion Carried

14.2. MAINTENANCE FUND BUDGET

ORDINARY RESOLUTION – OC1

The Owners Corporation note that a Maintenance fund has already been established in the name of the Owners Corporation.

For:	2	Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC2

The Owners Corporation Members resolve not to establish a maintenance fund in the name of the Owners Corporation.

For:	1	Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC3

The Owners Corporation Members resolve not to establish a maintenance fund in the name of the Owners Corporation.

For:		Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC4

The Owners Corporation Members resolve not to establish a maintenance fund in the name of the Owners Corporation.

For:	1	Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC5

The Owners Corporation Members resolve not to establish a maintenance fund in the name of the Owners Corporation.

For:		Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC6

The Owners Corporation Members resolve not to establish a maintenance fund in the name of the Owners Corporation.

For:		Against:		Abstain:	
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Motion Carried

14.3. LEVY FREQUENCY

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the levy statements be issued six-monthly in advance and in accordance with lot liability.

Please note that the first quarter has been issued and collected based on previous year's budget. The increase/decrease applicable for the new budget will be applied from the second quarter levy notice, onwards.

For:	2	Against:		Abstain:	
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Motion Carried

15. DEBT RECOVERY

15.1. DEBT RECOVERY AUTHORISATION

ORDINARY RESOLUTION

The Owners Corporation resolve the Owners Corporation initiate debt recovery in the Magistrates Court or VCAT, proceedings against a Lot if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the Owners Corporation account of the relevant Lot and further that the Owners Corporation Manager be authorised to take any action necessary to facilitate the recovery of the debt.

It was further resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.

For:	2	Against:		Abstain:	
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Motion Carried

15.2. DEBT RECOVERY PROCEDURE

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the debt recovery procedure is confirmed as per the below table:

Stage	Days in arrears	Action Taken	Debt Recovery Fee
1	7	Owner Statement	No Fee
2	21	Reminder Notice	\$55.00
3	30	Final Fee Notice	\$55.00
4	60	Debt Collection Notice	Legas Costs Plus \$55.00

It was noted that the debt recovery procedure is in accordance with the Owners Corporation Act 2006 and all debt recovery fees are as per the Contact of Appointment.

For:	2	Against:		Abstain:	
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Motion Carried

16. PENALTY INTEREST

ORDINARY RESOLUTION

As per section 29 of the Owners Corporation Act 2006, the Owners Corporation Members resolve to charge interest on outstanding monies owed to the Owners Corporation by a Member 28 days after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983.

It was noted that all interested collected is to be credited to the Owners Corporation bank account.

It was further resolved to delegate the Manager authority to allow the remission of interest where it considers it appropriate to do so, without the need to consult the committee and report such remissions to the Annual General Meeting.

For:	2	Against:		Abstain:	
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Motion Carried

17. REMOVAL OF COMMON SEAL

ORDINARY RESOLUTION

Pursuant to Section 18A of the Owners Corporation Act, The Owners Corporation Members resolve for the Owners Corporation to no longer require the need for a common seal and that all further execution of documents that require a common seal can be executed via signature from the Chairperson or Management.

For:	2	Against:		Abstain:	
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Motion Carried

18. UTILITY BROKERING

ORDINARY RESOLUTION

The Owners Corporation Members resolve to authorise Management to review the common electricity and gas account (where applicable) and will source the best available pricing for the Owners Corporation after the Victorian Default Offer has been released on the 1st of January.

It was further resolved that if Management can achieve a cost saving for the Owners Corporation when compared to the current provider, then the respective account will be automatically transferred after 14-days of the offer being presented to the Owners Corporation, if no instructions have been received not to.

For:	2	Against:		Abstain:	
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Motion Carried

19. GUTTER CLEANING

ORDINARY RESOLUTION

That each lot owner be responsible for the cleaning of gutters and spouting of their individual units. Failure to carry out the necessary maintenance may impact on the insurance coverage and any claims arising as a result of blocked gutters or spouting may be denied. Owners should only use contractors who comply with OH&S requirements and hold appropriate insurance.

It was resolved that the Owners in the townhouses would be responsible to arrange their own gutter cleaning. The apartment blocks (OC2-6) will have their gutters cleaned through the owners corporation.

For:	2	Against:		Abstain:	
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Motion Carried

20. DISPOSAL OF ABANDONED GOODS ON COMMON PROPERTY

ORDINARY RESOLUTION

The Owners Corporation may dispose of the goods abandoned on the Common Property pursuant to Division 53A of the Owners Corporation Act 2006.

Resolution: The Owners Corporation resolves that once notice is issued in writing of the intention to dispose abandoned goods that the Owners Corporation may now dispose of abandoned goods on common property.

For:	2	Against:		Abstain:	
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Motion Carried

21. ELECTRICAL SWITCHBOARD INSPECTION & THERMAL IMAGING REPORT

ORDINARY RESOLUTION

Whilst not mandatory, it is “best practice” for Owners Corporations to ensure that Common Property electrical switchboards are regularly inspected. It is recommended that an Electrical Switchboard Inspection & Thermal Imaging Report be undertaken on a regular basis (industry practice is for a report either every 1, 2 or no more than 3 years) and that the Owners Corporation addresses any faults identified in the report.

Resolved by Ordinary Resolution That the Owners Corporation delegate the Manager authority to arrange for an Electrical Switchboard Inspection & Thermal Imaging Report and to address any faults identified in the report.

For:	2	Against:		Abstain:	
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Motion Carried

22. GENERAL BUSINESS

The General Business agenda item is a forum for discussion only and no resolution of the Owners Corporation will be facilitated within this item.

Where there is an elected Committee, all general business will be forwarded to the Chairperson / Committee for consideration and direction. In all other cases the information will be forwarded to the Chairperson of the Owners Corporation for a decision on behalf of the members.

22.1 OH&S Report

The owners corporation discussed obtaining an OH&S report. The manager will obtain one and anything flagged in the report will need to be addressed. Once the report has been received, the manager will obtain quotes for any works required and once approved by the committee. Any works needing to be done will be paid for with surplus funds before a special levy will be struck.

23. NEXT ANNUAL GENERAL MEETING

Noted that the Next Annual General Meeting will be held:

Date	September 2025
Time	TBA
Venue	Zoom Web Conference

The date, time and/or location may be changed in the event of unforeseen circumstances. Management reserves the right to alter the meeting schedule without consultation of the Owners Corporation.

24. MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **1:45PM**

OWNERS CORPORATION CERTIFICATE
s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations
Regulations 2018

Owners Corporation Number OCPS 731358C (4)
Address 2 Rockgarden Drive, Truganina VIC 3029

This certificate is used for **Lot 29 on Plan of Subdivision No 731358C (OC4)**

Postal Address is 20 / 2 Rockgarden Drive, Truganina VIC 3029

Applicant for the certificate is	Melbourne Real Estate Conveyancing
Address for delivery of certificate	ownerscorp@infotrack.com.au
Date that the application was received	21/01/2025

IMPORTANT:

The information in this certificate is issued on 29-01-2025

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

(a) The current annual fees for the lot are \$1,621.88 and are for the period 01/08/2024 to 31/07/2025 and are payable in 6 monthly instalments, as follows:

6 MONTHLY

01/08/2024 - 31/01/2025 \$810.94

01/02/2025 - 31/07/2025 \$810.94

(b) The date up to which the fees for the lot have been paid is – 31/1/2025

(c) The total of any unpaid fees or charges for this lot is:

Administrative Fund	Amount	Maintenance Fund	Amount
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Admin Amount Owing \$ 0.00

Interest Due \$ 0.00

Total Amount Due & Payable \$ 0.00

Admin Amount Owing \$ 0.00

Interest Due \$ 0.00

Total Amount Due & Payable \$ 0.00

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

No special levies due and payable at the time this certificate was prepared, however we strongly suggest you ring our office for an update of any outstanding levies prior to settlement.

Please ring our office for an update of any outstanding fees prior to settlement

The bank account details to facilitate electronic payments to the Owners Corporation at settlement are as follows:

BSB: 183-334
Account Number: 226033504
Lot Reference: 29

*** It is important to ensure that the above lot reference is used in the reference of your transaction to ensure that your payment can be correctly identified**

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

If so, then provide details: NIL

(f) The Owners Corporation has the following insurance cover:

Policy Number: VRSC20002290	Type: Strata Title - Residential	Broker: Honan Insurance Group Pty Ltd
Insurer: SCI	Premium: \$17,215.61	Paid On Date: 04/05/2021
Policy Start Date: 01/06/2021	Next Due Date: 01/06/2022	

Cover	Sum Insured	Excess
Building	12,360,000	\$750
Catastrophe Insurance	1,854,000	
Common Area Contents	123,600	
Fidelity Guarantee	\$100,000	

Legal Expenses	\$50,000	\$1,000
Loss of Rent	1,854,000	
Lot Owners Fixtures & Improvements	\$300,000	
Machinery Breakdown		
Office Bearers Liability	\$250,000	
Public Liability	\$20,000,000	
Terrorism Cover under Section 1	Included	
Floating Floors	Included	
Voluntary Workers	\$200,000 / \$2,000	
Government Audit Costs	\$25,000	
Appeal Expenses	\$100,000	

The type of Policy is: **Full Replacement Residential**

The Buildings covered by the Policy are situated at:

2 Rockgarden Drive, Truganina VIC 3029

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:

NO

(h) The total funds held by the owners corporation are:

Admin Fund	\$ 4,443.52
Maintenance	\$ 0.00
Unallocated to levies, lots in prepaid	\$ 0.00
Total	\$ 4,443.52

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: None, to the best of my knowledge

(j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details: None, to the best of my knowledge

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details:

A contract of appointment to provide Owners Corporation Management Services is currently held with MJS Body Corporate 27/09/2025

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 29-01-2025

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details: None, to the best of my knowledge

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

PO Box 109
Abbotsford VIC 3067
Tel: 03 8373 4719
Email: accounts@mjsbc.com.au
MJSBC Pty Ltd
ABN: 32 676 503 469

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

No administrator is appointed.

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

A copy of the minutes of the last annual general meeting of the owners corporation

A copy of Schedule 2 - of the Owners Corporations Regulations 2018 entitled "Models Rules for an Owners Corporation"

A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

An applicable fee to provide this service will apply.

IMPORTANT PLEASE NOTE:

- The information contained in this certificate is deemed accurate and correct based on the available data at the time of preparation and issuance. This information is valid for the date of issue only.
- The information provided is subject to change without notice.
- It is strongly recommended that an updated certificate be obtained prior to the settlement of the property by both parties representing the vendor and purchaser. Failure to obtain an update for the settlement date may result in an incorrect amount being transferred. Management accepts no responsibility if an updated certificate is not requested for the settlement date.
- If the ordering party requests an update, it will be provided at no charge if the request is made within 30 days of the certificate issue date. After the 30-day grace period, a new application for a certificate must be submitted.
- Only information provided by the signatory on this certificate will be acknowledged as correct.
- Purchasers are strongly advised to obtain an independent building report and conduct a search for any building notices. Management takes no responsibility for purchasers failing to undertake their own due diligence.
- A Notice of Acquisition must be provided to this office within 7 days of settlement. Failure to submit a Notice of Acquisition will result in the new lot owner being charged additional fees for investigations and title searches.

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

Date: 29-01-2025

This owners corporation certificate was prepared by:



Kathryn Douni

PO Box 109
Abbotsford VIC 3067
Tel: 03 8373 4719
Email: accounts@mjsbc.com.au
MJSBC Pty Ltd
ABN: 32 676 503 469

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

Rules for Owners Corporation

1. Health, safety, and security

1.1 Health, safety and security of Lot owners, occupiers of Lots and others

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a Lot must not use or store on the Lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

A committee may appoint members to a subcommittee 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—

1. to be parked or left in parking spaces situated on common property and allocated for other Lots; or
2. on the common property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
3. in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

1. An owner or occupier of a Lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a Lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen, or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of Lots

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

Example

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

5.2 External appearance of Lots

1. An owner or occupier of a Lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their Lot.
2. An owners corporation cannot unreasonably withhold approval but may give approval subject to reasonable conditions to protect quiet enjoyment of other Lot owners, structural integrity, or the value of other Lots and/or common property.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
5. The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to Lots

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

6. Behaviour of persons

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

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a Lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

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

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

Annual General Meeting Minutes
For Strata Plan 731358C OC1 – OC6
2 Rockgarden Drive, TRUGANINA VIC 3029

Held at: Time: 1:00PM, on Tuesday, 17 September 2024
Via: Zoom Online Web Conference

1. CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

Lot Owners in Attendance:

Lot Owner	Lot Number	Participating For
MCHO SMSF BT Pty Ltd	32	OC1 & OC2

Apologies:

Lot Owner	Lot Number	Participating For
Custodian/Bare trustee The Wise Fevaleaki Super Property Trust	18	OC1

Proxies:

Lot Owner	Lot Number	Participating For
Arnoldy Sandjaja proxy to Kathryn Douni	22	OC1 & OC2
MCHO SMSF BT Pty Ltd proxy to Paul McKersey	32	OC1 & OC4

Also, in attendance by invitation:

Kathryn Douni – MJS Body Corporate

MEETING TO RUN CONCURRENTLY FOR OWNERS CORPORATION 1- 6

Owners Corporation **No. 1, 2, 3, 4, 5 & 6** resolved that the Annual General Meetings for the unlimited and limited Owners Corporations will run concurrently.

For:	2	Against:		Abstain:	
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Motion Carried

DETERMINATION OF A QUORUM

For **Owners Corporation 1**, there were 2 of the 40 lots present in person or by proxy at the meeting totaling 5%. Owners Corporation No. 1 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) was not present.

For **Owners Corporation 2**, there were 1 of the 4 lots present in person or by proxy at the meeting totaling 25%. Owners Corporation No. 2 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) was not present

For **Owners Corporation 3**, there were nil of the 4 lots present in person or by proxy at the meeting totaling 0%. Owners Corporation No. 3 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) was not present

For **Owners Corporation 4**, there were 1 of the 4 lots present in person or by proxy at the meeting totaling 25%. Owners Corporation No. 4 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) was not present

For **Owners Corporation 5**, there were nil of the 4 lots present in person or by proxy at the meeting totaling 0%. Owners Corporation No. 5 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) was not present

For **Owners Corporation 6**, there were nil of the 4 lots present in person or by proxy at the meeting totaling 0%. Owners Corporation No.6 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) was not present

Upon presentation of all proxies and noting all attendances, it was confirmed that as there was less than 50% of occupiable lots represented, a quorum was not achieved and therefore, in accordance with Section 78 of the Owners Corporation Act 2006, all resolutions are interim resolutions for 29 days. Interim resolutions become resolutions of the Owners Corporation 29 days from the date of interim resolution, should not more than 25% of lots petition against the interim resolution.

NON-FINANCIAL MEMBERS

In accordance with Section 89B of the Owners Corporation Act 2006, a lot owner who is in arrears for any amount owed to an Owners Corporation is not entitled to vote, either in person, by ballot or by proxy, on a resolution of the Owners Corporation unless the amount in arrears is paid in full. A lot owner in arrears may only vote on any matter where a special resolution or unanimous resolution is required. A lot owner in arrears will not be counted as part of the quorum, however, may vote on special or unanimous resolutions

The manager advised that Lot 14 and 15 was in arrears at the time of the meeting and therefore would be ineligible to vote on any ordinary resolutions of the Owners Corporation.

2. CHAIRPERSON

ORDINARY RESOLUTION

The Owners Corporation Members resolve that Kathryn Douni of MJS Body Corporate be appointed as the Chairperson for the meeting.

For:	2	Against:		Abstain:	
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Motion Carried

3. MINUTES OF PREVIOUS MEETING

ORDINARY RESOLUTION

The Owners Corporation members resolve that the minutes of the previous Annual General Meeting, dated 30 October 2023, be confirmed as a true and correct record of the proceedings of that meeting.

For:	1	Against:		Abstain:	1
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Motion Carried

4. MANAGEMENT CONTRACT

ORDINARY RESOLUTION

The Owners Corporation have appointed MJS Body Corporate Management Pty Ltd as the Owners Corporation Manager for a term of 3 years commencing on 27 September 2025 at the detailed cost in the Contract of Appointment.

Pursuant to section 18A of the Owners Corporation Act 2006 the Owners Corporation may resolve to no longer require the presence of the seal on pertinent documentation relating to the Owners Corporation opting for the adoption of signatures only in its place.

For:	2	Against:		Abstain:	
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Motion Carried

5. MANAGER'S REPORT

ORDINARY RESOLUTION

The Owners Corporation Members resolve to acknowledge and accept the Manager's report as prepared and presented by the Manager.

For:	2	Against:		Abstain:	
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Motion Carried

6. COMMITTEE REPORT

ORDINARY RESOLUTION

It was noted that no report was received from the Chairperson of the Committee.

The Owners Corporation Members and Management conveyed they're thanks to the Committee for their service throughout the year.

For:	2	Against:		Abstain:	
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Motion Carried

7. ELECTION OF A COMMITTEE & CHAIRPERSON

Under Part 5 of the Owners Corporation Act 2006:

- An Owners Corporation with 10 or more lots, must elect a Committee at each Annual General Meeting.
- An Owners Corporation with less than 10 lots, may elect a committee but a chairperson must be elected.

A Committee of an Owners Corporation must consist of a minimum of 3 members and a maximum of 7 members, unless resolved by the Owners Corporation to increase the committee members to a maximum of 12.

7.1. COMMITTEE ELECTION

ORDINARY RESOLUTION

In accordance with Section 100 of the Owners Corporation Act 2006, The Owners Corporation Members further resolve that the following be appointed as members of the committee:

The Owners Corporation Members No. 1 – No. 6 resolved to elect one Committee to run the Owners Corporations as a whole.

The Owners Corporation Members resolved to elect the following Members to serve as the Committee until the next Annual General Meeting.

Lot #	Full Name
Lot 32	MCHO SMSF BT Pty Ltd
Lot 22	Arnoldy Sandjaja
Lot 29	Sebastian Meyer

It was further resolved that the elected committee of the Owners Corporation will also serve as the Grievance Committee for the Owners Corporation.

For:	2	Against:		Abstain:	
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Motion Carried

7.2. CHAIRPERSON ELECTION

ORDINARY RESOLUTION

The Owners Corporation Members resolve to appoint MCHO SMSF BT Pty Ltd of Lot 32 as Chairperson of the Owners Corporation.

MJS Body Corporate will act as the Secretary of the Owners Corporation and will receive instructions from the Chairperson for any matters pertaining to the Owners Corporation.

For:	2	Against:		Abstain:	
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Motion Carried

7.3. DELEGATION OF DUTIES

ORDINARY RESOLUTION

On the appointment of the Owners Corporation Manager and the election of the Committee or Chairperson of the Owners Corporation, the Owners Corporation members resolve to delegate all powers and functions of the Owners Corporation to the Manager and Committee / Chairperson of the Owners Corporation, except for:

- The power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting.
- The power to remove a committee or officer of the Owners Corporation.
- The power to set the annual fees or levies (except in terms of the Act).

For:	2	Against:		Abstain:	
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Motion Carried

8. OCCUPATIONAL HEALTH & SAFETY

ORDINARY RESOLUTION

The Owners Corporation Members resolve to continue to meet their statutory obligations as outlined within the Occupational Health and Safety Act 2004 (Vic), by continuing to audit and identify hazards affecting common property, and to undertake necessary measures, so far as is reasonably practicable, to mitigate the associated risks.

It is recommended that the Owners Corporation ensures that either a professional OH&S Report is completed every 3 years and/or that the Chairperson/Committee complete a property risk profile report identifying any breaches or risks at the property.

No professional Occupational Health and Safety (OH&S) Audit has been completed.

The Owners Corporation Members resolve to arrange a professional OH&S Audit. And deliver to manager.

The Owners Corporation Members note that the resolution passed at the Annual General Meeting held in 2023 to delegate the Committee or Chairperson the authority to prioritise with the Manager items identified requiring remedial action and to raise special levies to meet the costs where necessary.

Please note that if any risk be identified, the risk should be reported to MJS Body Corporate immediately so the risk can be addressed.

For:	2	Against:		Abstain:	
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Motion Carried

9. ESSENTIAL SAFETY MEASURES

ORDINARY RESOLUTION

An Owners Corporation has a statutory responsibility to maintain all Essential Safety Measures (ESMs) within the building, including, the maintenance of exits and paths of travel, so to ensure the safety of all occupiers in the

complex. All buildings (apart from a Class 1A Residential development), must conduct regular inspections and service of the building's Essential Safety Measures, such as fire detection and alarm systems and fire extinguishers.

As per the National Construction Code (NCC), this Owners Corporation is a Class 1A residential building and does not require regular inspections of the buildings' ESMs.

The Owners Corporation Members resolve to meet their compulsory obligations to test and maintain all fire and safety equipment in terms of Owners Corporation Act 2006, and to the Australian Standards nominated on the Certificate of Occupancy, or any other standards that may have been relevant at the build date, including paths of travel.

It was further resolved that a specialist essential service contractor be appointed to act as the agent for the Owners Corporation, for the specific purposes of conducting scheduled inspections and having the authority to sign the Annual Essential Safety Measures Report (AESMR) on behalf of the Owners Corporation in accordance with all statutory obligations.

The last AESMR was completed on 10 July 2024.

The Owners Corporation Members resolve that MJS Body Corporate has authority to affect immediate repairs to meet ongoing compliance and avoid fines and / or a building order to be imposed on the Owners Corporation.

It was noted that lot owners are responsible to ensure:

- That, all Essential Services contained within each private lot (including, smoke alarms, fire blankets, egress paths of travel, air conditioning units, etc.) are maintained.
- That, no penetrations have occurred in fire walls, doors, or the common areas.
- That, stairwells, hallways and any pathways are kept clear of obstructions and trip hazards, at all times.

Lot owners are also responsible to report any issues affecting common property and the Owners Corporation, to the office of MJS Body Corporate immediately when identified, so to ensure building compliance.

For:	2	Against:		Abstain:	
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Motion Carried

10. ASBESTOS

ORDINARY RESOLUTION

In accordance with Section 226 of the Occupational Health and Safety Regulations 2007, an Owners Corporation is required to identify all asbestos containing materials on-site, via the completion of an audit of the Common Property and to record the findings in an asbestos register.

It is recommended that buildings constructed prior to 2004 complete an Asbestos Audit, which must also be updated every 5 years and upon any works being carried out on common property.

The date of this Strata Plan is **2016**.

The Owners Corporation Members note that as the building was constructed after 2004, an Asbestos Audit is not required.

The Owners Corporation Members resolve not to proceed with an Asbestos Audit of the common property.

For:	2	Against:		Abstain:	
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Motion Carried

11. INSURANCE

In accordance with Section 59 of the Owners Corporation Act 2006, An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property. It is the responsibility of all Lot Owners to ensure that their property has sufficient insurance to provide protection for items that are not covered under the policy held by the Owners Corporation, including:

- Carpet
- Floating Flooring
- Window Furnishing
- Contents / Landlord Cover
- Public Liability (within apartment)

The details of the current policy held by the Owners Corporation have been provided within the table below:

Insurer	Strata Community Insurance Agencies Pty Ltd
Policy Number	VRSC20002290
Policy Period	1/06/2024 to 1/06/2025
Building Sum Insured	\$16,996,874
Common Contents	\$169,969
Loss of Rent / Temp Accom	\$2,549,531
Public Liability	\$20,000,000
Fidelity Guarantee	\$100,000
Office Bearers Liability	\$250,000
Personal Accident Vol. Workers	\$2,000 / \$200,000
Government Audit Costs	\$25,000
Legal Expenses	\$50,000
Workplace, Health & Safety Breach	\$100,000
Machinery Breakdown	Not Insured
Lot Owner Improvements (per lot)	\$300,000
Flood	Not Insured
Excess	\$1,000
Total Premium	\$41,553.77

As disclosed within the Management Agreement, MJS Body Corporate is paid a fee for placing the insurance cover for your property. The fee paid does not affect your premium and is paid to MJS Body Corporate by the brokers with whom we are associated. The fee remunerates MJS Body Corporate for processing claims on behalf of the Owners Corporation and enables the Manager to deal directly with your insurer.

Owners are to acknowledge that MJS Body Corporate are authorised under their insurance authority to provide factual advice only and that members are to satisfy themselves that the products being proposed by the insurer/underwriter suit their needs.

11.1. INSURANCE EXCESS

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the payment of the excess imposed on claims made against the policy, will be the responsibility of the individual lot where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

It was further resolved that the Owners Corporation will only be responsible for the payment of the excess imposed on claims made against the policy where the damage or insurable event has been caused by an act or omission on or from the common property or a common property service.

For:	2	Against:		Abstain:	
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Motion Carried

11.2. OFFICE BEARER'S LIABILITY

ORDINARY RESOLUTION

Office Bearer's liability provides financial protection to the Office Bearers, Committee and Representatives of an Owners Corporation for claims made against them for wrongful acts e.g.: 'for doing something they ought not to have done' or conversely 'for not doing something they should have done.' Defence costs (e.g. Solicitors fees, other charges and expenses) are included within the limit of the sum insured.

The Owners Corporation Members note that the current Office Bearer's Liability sum insured is \$250,000

For:	2	Against:		Abstain:	
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Motion Carried

11.3. INSURANCE VALUATION

ORDINARY RESOLUTION

The Owners Corporation is required under Section 59(2) the Owners Corporation Act 2006, to insure for the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new; and the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

In accordance with Section 65 of the Owners Corporation Act 2006, an Owners Corporation must obtain a valuation every 5 years or earlier, for all buildings that it is liable to insure. It is the recommendation to have 3 years.

The last valuation for the Owners Corporation was completed on **01 June 2023**, and it was determined that the amount in which the building sum is to be set at for the next 3-years is as follows:

Year 1	\$16,264,951
Year 2	\$16,996,874
Year 3	\$17,761,733

The Owners Corporation Members resolve not to obtain a valuation for insurance purposes.

For:	2	Against:		Abstain:	
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Motion Carried

11.4. RENEWAL INSTRUCTIONS

ORDINARY RESOLUTION

The Owners Corporation Members resolve arrange insurance cover for the forthcoming period of insurance, with the broker and/or insurer of their choosing.

The Owners Corporation Members resolve that MJS Body Corporate is to obtain quotations for the forthcoming period of insurance which are to be sent to the Committee / Chairperson for review and placement instructions.

It was further resolved that if no placement instructions are received from the Committee / Chairperson prior to policy expiry, MJS Body Corporate will proceed with the placement of cover with the incumbent insurer to ensure no lapse in cover for the Owners Corporation.

For:	2	Against:		Abstain:	
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Motion Carried

12. MAINTENANCE PLAN

ORDINARY RESOLUTION

Pursuant to Section 36 of the Owners Corporation Act 2006, Tier 1 and Tier 2 Owners Corporations must prepare and approve a maintenance plan for the property for which it is responsible.

It was noted that, as defined in Section 7 of the Owners Corporation Act 2006, this Owners Corporation considered as a Tier 3 Owners Corporation (10 to 50 occupiable lots) and may prepare and approve a maintenance plan.

The Owners Corporation has not prepared and approved a Maintenance Plan.

The Owners Corporation Members resolve not to obtain a Maintenance Plan.

For:	2	Against:		Abstain:	
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Motion Carried

13. FINANCIAL STATEMENTS

13.1. CLOSING BALANCES

ORDINARY RESOLUTION – OC1

The Owners Corporation Members resolve that the Financial Statements for the period **01 August 2023 to 31 July 2024**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$26,381.79
Maintenance Fund:	\$20,000.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$17,742.53**. (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

For:	2	Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC2

The Owners Corporation Members resolve that the Financial Statements for the period **01 August 2023 to 31 July 2024**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$7,023.53
Maintenance Fund:	\$0.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$8809.42**. (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

For:	1	Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC3

The Owners Corporation Members resolve that the Financial Statements for the period **01 August 2023 to 31 July 2024**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$3,117.31
Maintenance Fund:	\$0.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$5,246.64**.
 (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

For:		Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC4

The Owners Corporation Members resolve that the Financial Statements for the period **01 August 2023 to 31 July 2024**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$2,784.45
Maintenance Fund:	\$0.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$4865.68**.
 (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

For:	1	Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC5

The Owners Corporation Members resolve that the Financial Statements for the period **01 August 2023 to 31 July 2024**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$1,437.33
Maintenance Fund:	\$0.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$3,517.06**.
 (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

For:		Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC6

The Owners Corporation Members resolve that the Financial Statements for the period **01 August 2023 to 31 July 2024**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$3,126.21
Maintenance Fund:	\$0.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$4,950.08**.
 (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

For:		Against:		Abstain:	
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Motion Carried

13.2. AUDIT OF FINANCIAL STATEMENTS

ORDINARY RESOLUTION

The Owners Corporation Members note that pursuant to Section 7 of the Owners Corporation Act 2006, this Owners Corporation defined as a Tier 3 Owners Corporation (10 to 50 occupiable lots) and is not required to, but may resolve that its financial statements, be audited or reviewed, after the end of the financial year.

The Manager confirmed that an audit or review of the financial statements was not completed, as it was not required under the Owners Corporation Act 2006.

Please note that all cost associated with audits / reviews completed by an external party will be at the cost of the Owners Corporation.

For:	2	Against:		Abstain:	
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Motion Carried

14. PROPOSED BUDGET & CONTRIBUTIONS

14.1. ADMINISTRATION FUND BUDGET

ORDINARY RESOLUTION – OC1

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 August 2024 to 31 July 2025**, be confirmed at **\$88,651.00**

For:	2	Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC2

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 August 2024 to 31 July 2025**, be confirmed at **\$6,824.50**.

For:	1	Against:		Abstain:	
-------------	---	-----------------	--	-----------------	--

Motion Carried

ORDINARY RESOLUTION – OC3

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 August 2024 to 31 July 2025**, be confirmed at **\$6,874.50**.

For:		Against:		Abstain:	
-------------	--	-----------------	--	-----------------	--

Motion Carried

ORDINARY RESOLUTION – OC4

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 August 2024 to 31 July 2025**, be confirmed at **\$6,487.50**.

For:	1	Against:		Abstain:	
-------------	---	-----------------	--	-----------------	--

Motion Carried

ORDINARY RESOLUTION – OC5

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 August 2024 to 31 July 2025**, be confirmed at **\$6,629.50**.

For:		Against:		Abstain:	
-------------	--	-----------------	--	-----------------	--

Motion Carried

ORDINARY RESOLUTION – OC6

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 August 2024 to 31 July 2025**, be confirmed at **\$7,089.50**.

For:		Against:		Abstain:	
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Motion Carried

14.2. MAINTENANCE FUND BUDGET

ORDINARY RESOLUTION – OC1

The Owners Corporation note that a Maintenance fund has already been established in the name of the Owners Corporation.

For:	2	Against:		Abstain:	
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Motion Carried

ORDINARY RESOLUTION – OC2

The Owners Corporation Members resolve not to establish a maintenance fund in the name of the Owners Corporation.

For:	1	Against:		Abstain:	
-------------	---	-----------------	--	-----------------	--

Motion Carried

ORDINARY RESOLUTION – OC3

The Owners Corporation Members resolve not to establish a maintenance fund in the name of the Owners Corporation.

For:		Against:		Abstain:	
-------------	--	-----------------	--	-----------------	--

Motion Carried

ORDINARY RESOLUTION – OC4

The Owners Corporation Members resolve not to establish a maintenance fund in the name of the Owners Corporation.

For:	1	Against:		Abstain:	
-------------	---	-----------------	--	-----------------	--

Motion Carried

ORDINARY RESOLUTION – OC5

The Owners Corporation Members resolve not to establish a maintenance fund in the name of the Owners Corporation.

For:		Against:		Abstain:	
-------------	--	-----------------	--	-----------------	--

Motion Carried

ORDINARY RESOLUTION – OC6

The Owners Corporation Members resolve not to establish a maintenance fund in the name of the Owners Corporation.

For:		Against:		Abstain:	
-------------	--	-----------------	--	-----------------	--

Motion Carried

14.3. LEVY FREQUENCY

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the levy statements be issued six-monthly in advance and in accordance with lot liability.

Please note that the first quarter has been issued and collected based on previous year's budget. The increase/decrease applicable for the new budget will be applied from the second quarter levy notice, onwards.

For:	2	Against:		Abstain:	
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Motion Carried

15. DEBT RECOVERY

15.1. DEBT RECOVERY AUTHORISATION

ORDINARY RESOLUTION

The Owners Corporation resolve the Owners Corporation initiate debt recovery in the Magistrates Court or VCAT, proceedings against a Lot if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the Owners Corporation account of the relevant Lot and further that the Owners Corporation Manager be authorised to take any action necessary to facilitate the recovery of the debt.

It was further resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.

For:	2	Against:		Abstain:	
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Motion Carried

15.2. DEBT RECOVERY PROCEDURE

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the debt recovery procedure is confirmed as per the below table:

Stage	Days in arrears	Action Taken	Debt Recovery Fee
1	7	Owner Statement	No Fee
2	21	Reminder Notice	\$55.00
3	30	Final Fee Notice	\$55.00
4	60	Debt Collection Notice	Legas Costs Plus \$55.00

It was noted that the debt recovery procedure is in accordance with the Owners Corporation Act 2006 and all debt recovery fees are as per the Contact of Appointment.

For:	2	Against:		Abstain:	
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Motion Carried

16. PENALTY INTEREST

ORDINARY RESOLUTION

As per section 29 of the Owners Corporation Act 2006, the Owners Corporation Members resolve to charge interest on outstanding monies owed to the Owners Corporation by a Member 28 days after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983.

It was noted that all interested collected is to be credited to the Owners Corporation bank account.

It was further resolved to delegate the Manager authority to allow the remission of interest where it considers it appropriate to do so, without the need to consult the committee and report such remissions to the Annual General Meeting.

For:	2	Against:		Abstain:	
-------------	---	-----------------	--	-----------------	--

Motion Carried

17. REMOVAL OF COMMON SEAL

ORDINARY RESOLUTION

Pursuant to Section 18A of the Owners Corporation Act, The Owners Corporation Members resolve for the Owners Corporation to no longer require the need for a common seal and that all further execution of documents that require a common seal can be executed via signature from the Chairperson or Management.

For:	2	Against:		Abstain:	
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Motion Carried

18. UTILITY BROKERING

ORDINARY RESOLUTION

The Owners Corporation Members resolve to authorise Management to review the common electricity and gas account (where applicable) and will source the best available pricing for the Owners Corporation after the Victorian Default Offer has been released on the 1st of January.

It was further resolved that if Management can achieve a cost saving for the Owners Corporation when compared to the current provider, then the respective account will be automatically transferred after 14-days of the offer being presented to the Owners Corporation, if no instructions have been received not to.

For:	2	Against:		Abstain:	
-------------	---	-----------------	--	-----------------	--

Motion Carried

19. GUTTER CLEANING

ORDINARY RESOLUTION

That each lot owner be responsible for the cleaning of gutters and spouting of their individual units. Failure to carry out the necessary maintenance may impact on the insurance coverage and any claims arising as a result of blocked gutters or spouting may be denied. Owners should only use contractors who comply with OH&S requirements and hold appropriate insurance.

It was resolved that the Owners in the townhouses would be responsible to arrange their own gutter cleaning. The apartment blocks (OC2-6) will have their gutters cleaned through the owners corporation.

For:	2	Against:		Abstain:	
-------------	---	-----------------	--	-----------------	--

Motion Carried

20. DISPOSAL OF ABANDONED GOODS ON COMMON PROPERTY

ORDINARY RESOLUTION

The Owners Corporation may dispose of the goods abandoned on the Common Property pursuant to Division 53A of the Owners Corporation Act 2006.

Resolution: The Owners Corporation resolves that once notice is issued in writing of the intention to dispose abandoned goods that the Owners Corporation may now dispose of abandoned goods on common property.

For:	2	Against:		Abstain:	
-------------	---	-----------------	--	-----------------	--

Motion Carried

21. ELECTRICAL SWITCHBOARD INSPECTION & THERMAL IMAGING REPORT

ORDINARY RESOLUTION

Whilst not mandatory, it is “best practice” for Owners Corporations to ensure that Common Property electrical switchboards are regularly inspected. It is recommended that an Electrical Switchboard Inspection & Thermal Imaging Report be undertaken on a regular basis (industry practice is for a report either every 1, 2 or no more than 3 years) and that the Owners Corporation addresses any faults identified in the report.

Resolved by Ordinary Resolution That the Owners Corporation delegate the Manager authority to arrange for an Electrical Switchboard Inspection & Thermal Imaging Report and to address any faults identified in the report.

For:	2	Against:		Abstain:	
-------------	---	-----------------	--	-----------------	--

Motion Carried

22. GENERAL BUSINESS

The General Business agenda item is a forum for discussion only and no resolution of the Owners Corporation will be facilitated within this item.

Where there is an elected Committee, all general business will be forwarded to the Chairperson / Committee for consideration and direction. In all other cases the information will be forwarded to the Chairperson of the Owners Corporation for a decision on behalf of the members.

22.1 OH&S Report

The owners corporation discussed obtaining an OH&S report. The manager will obtain one and anything flagged in the report will need to be addressed. Once the report has been received, the manager will obtain quotes for any works required and once approved by the committee. Any works needing to be done will be paid for with surplus funds before a special levy will be struck.

23. NEXT ANNUAL GENERAL MEETING

Noted that the Next Annual General Meeting will be held:

Date	September 2025
Time	TBA
Venue	Zoom Web Conference

The date, time and/or location may be changed in the event of unforeseen circumstances. Management reserves the right to alter the meeting schedule without consultation of the Owners Corporation.

24. MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **1:45PM**

ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: 396012

NO PROPOSALS. As at the 20th January 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

GROUND FLOOR 2 ROCKGARDEN DRIVE, TRUGANINA 3029
CITY OF WYNDHAM

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

Date of issue: 20th January 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75568448 - 75568448160504 '396012'

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1102547

APPLICANT'S NAME & ADDRESS

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

DOCKLANDS

VENDOR

MEYER, SEBASTIAAN PETE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

396012

This certificate is issued for:

LOT 29 PLAN PS731358 ALSO KNOWN AS 2 ROCKGARDEN DRIVE TRUGANINA
WYNDHAM CITY

The land is covered by the:

WYNDHAM PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 8

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

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

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

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

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

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

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

20 January 2025

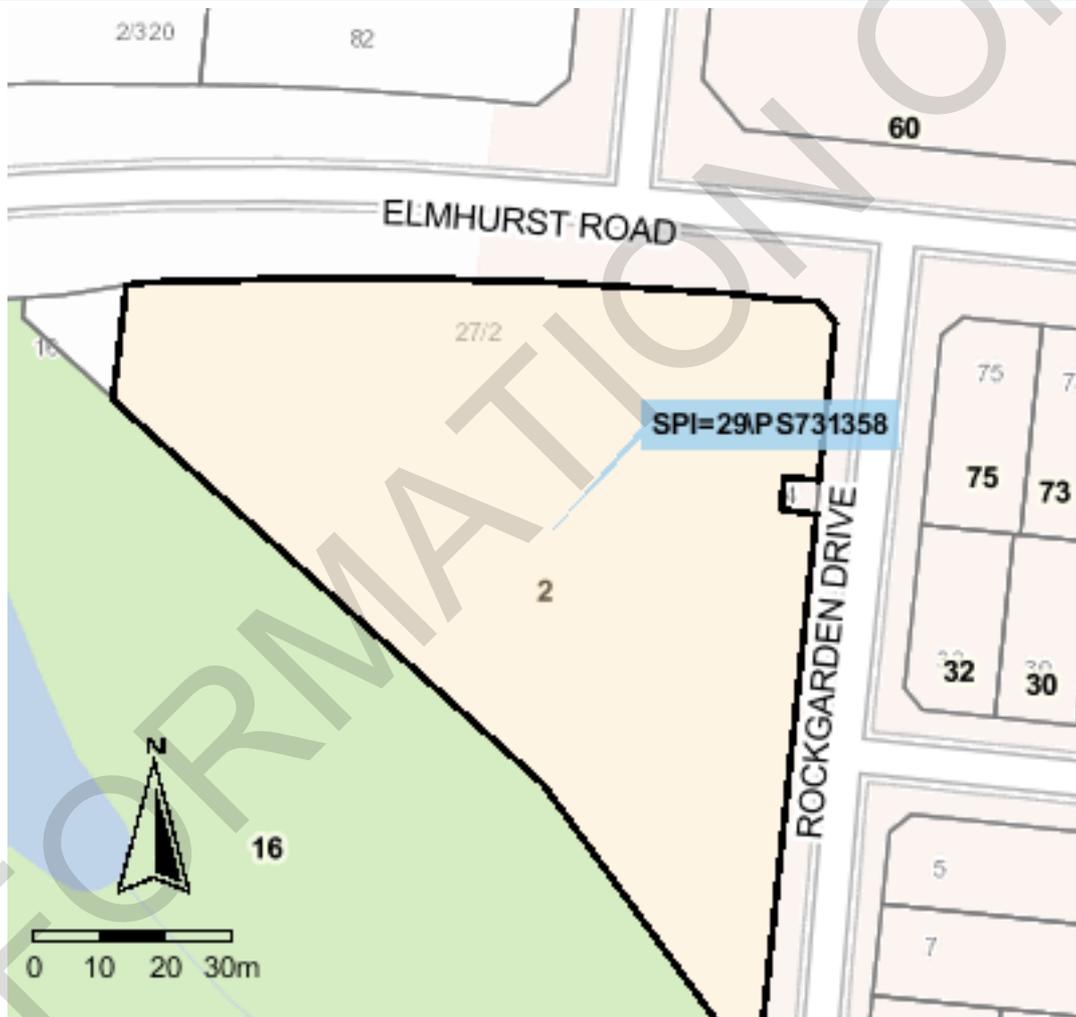
Sonya Kilkenny
Minister for Planning

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

Area Map



Selected Property

Water area

0 100 m

Water course

From www.planning.vic.gov.au at 13 February 2025 05:39 PM

PROPERTY DETAILS

Address: **20/2 ROCKGARDEN DRIVE TRUGANINA 3029**
Lot and Plan Number: **Lot 29 PS731358**
Standard Parcel Identifier (SPI): **29\PS731358**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **222954**
Planning Scheme: **Wyndham**
Directory Reference: **Melway 203 F4**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **LAVERTON**

OTHER

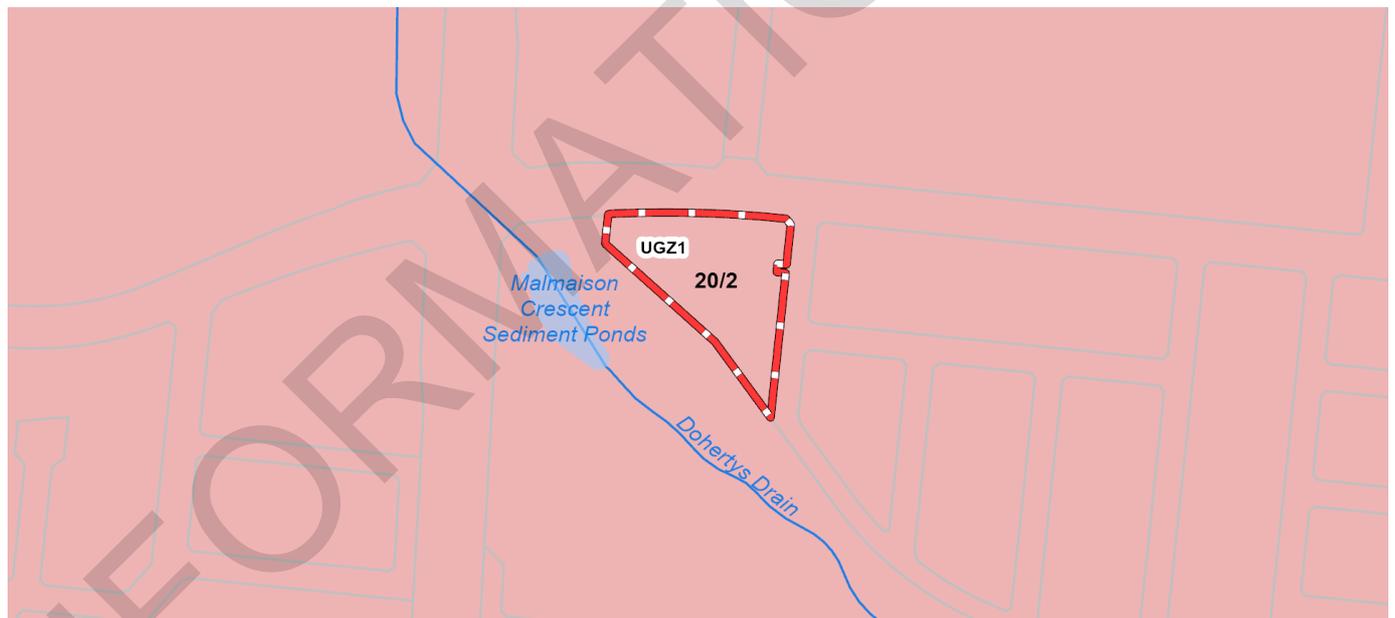
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 1 \(UGZ1\)](#)



UGZ - Urban Growth **Water area** **Water course**

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

Planning Overlay

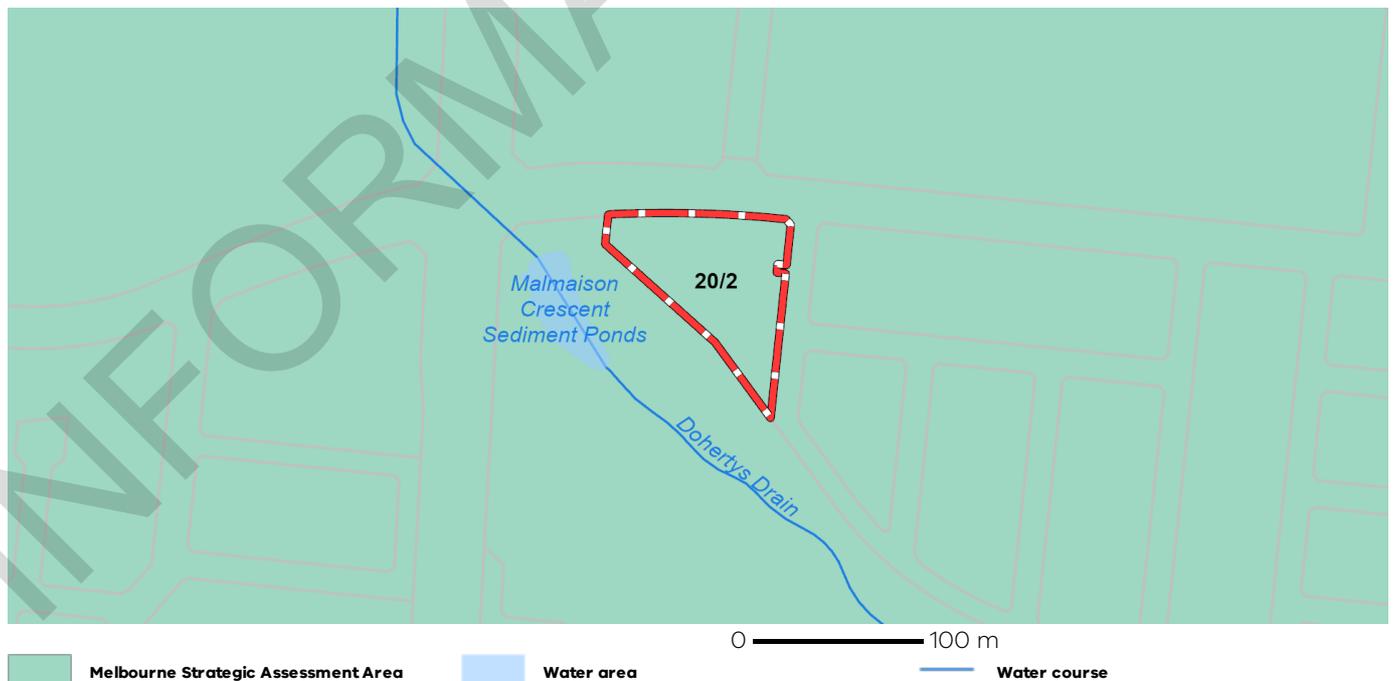
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 8 \(DCPO8\)](#)



Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



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

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 08 February 2025.

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

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

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

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

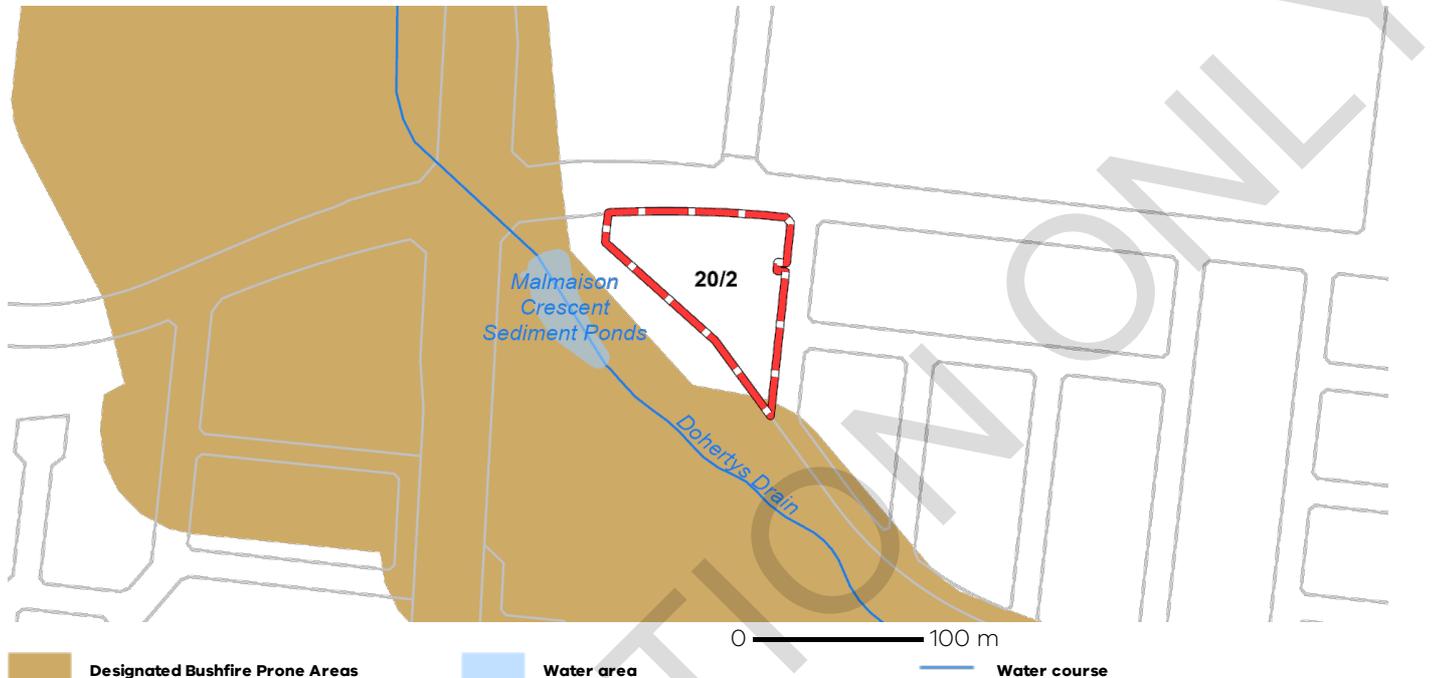
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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>.

DATED

2025

SEBASTIAAN PETER MEYER and KERRIE-ANNE MEYER

CONTRACT OF SALE OF REAL ESTATE

Property: UNIT 20/2 ROCKGARDEN DRIVE TRUGANINA VIC 3029

MELBOURNE REAL ESTATE CONVEYANCING PTY LTD

Licensed Conveyancer

954 High Street Reservoir Vic 3073

Tel: 9464 6732

Ref: AJ:24/3240AJ