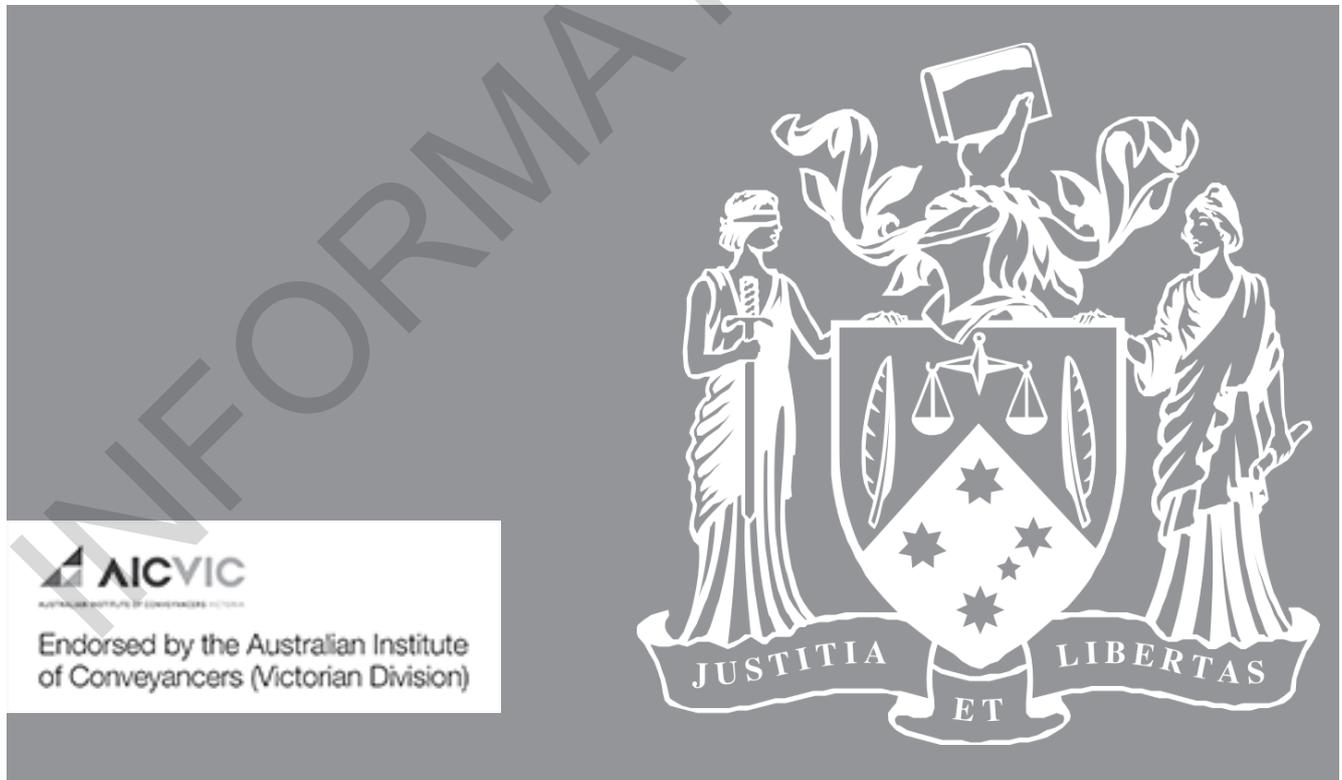




# Contract of Sale of Land

**Property: Unit 2, 165-167 DALTON ROAD, LALOR,  
VIC, 3075**

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Endorsed by the Australian Institute  
of Conveyancers (Victorian Division)

# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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## Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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**WARNING TO ESTATE AGENTS  
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES  
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

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# Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

## SIGNED BY THE PURCHASER:

### WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../...../.....

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable): .....

### WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../...../.....

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable): .....

**WHERE SIGNATORY IS A COMPANY**

**EXECUTED by** .....

ABN: .....

in accordance with the requirements of s.127  
*Corporations Act 2001* (Cth) by:

.....  
Name of director

.....  
Signature of director

.....  
Name of director/secretary

.....  
Signature of director/secretary

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

**SIGNED BY THE VENDOR:**

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../.....

for and on behalf of:

**Claira Jeanne Burn**

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable): .....

**SIGNED BY THE VENDOR:**

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../.....

for and on behalf of:

**Alexander James Pittari**

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable): .....

**WHERE SIGNATORY IS A COMPANY**

**EXECUTED by** .....

ABN: .....

in accordance with the requirements of s.127  
*Corporations Act 2001* (Cth) by:

.....  
Name of director

.....  
Signature of director

.....  
Name of director/secretary

.....  
Signature of director/secretary

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

INFORMATION ONLY

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# Particulars of Sale

## Vendor's estate agent

Name: Harcouts Rata & Co  
Address: \_\_\_\_\_  
Email: sold@rataandco.com.au  
Tel: \_\_\_\_\_ Mob: 0423 241 974 Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Vendor

Name: Claira Jeanne Burn and Alexander James Pittari  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: Ownit Conveyancing  
Address: 71 Alamein Street, Beenleigh QLD 4207  
Email: legalteam@ownit.com.au  
Tel: 0420 973 390 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: 277553

## 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
10619 568	2	447110A

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Unit 2, 165-167 DALTON ROAD, LALOR, VIC, 3075

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

All fixed floor coverings, electric light fittings, window furnishings (excluding sconce light fitting in kitchen), fixtures and fittings of a permanent nature

(THIS DOES NOT INCLUDE the door bell, light sconce and security cameras)

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

**is due on**

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

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

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

*(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

a lease for a term ending on \_\_\_\_\_ with  options to renew, each of  years

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

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

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

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

INFORMATION ONLY

# Special Conditions

**Instructions:** *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

1. Company purchase If a company purchases the property, the directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

## 2. Finance

General condition 20 is added:

2.1 Where general condition 20.2(b) applies, the words "and provides evidence satisfactory to the vendor of those endeavours" are inserted after the word "loan" in general condition 20.2(b).

2.2 Should the purchaser end the contract on the basis that it is unable to obtain finance approval by the approval date, the purchaser must provide written proof to the vendor from the nominated lender refusing finance approval to the purchaser, failing which the purchaser shall be deemed to have obtained approval of finance and this contract shall be deemed to be unconditional in respect of finance.

## 3. Settlement Postponed

Settlement shall be taking place on a date and time mutually agreed in writing. If the purchaser fails to settle as agreed the purchaser is in default under the Contract. Notwithstanding anything else, the purchaser shall pay the vendor's representative (and mortgagee where applicable) the proper costs associated with or in connection with the purchaser's failure to settle on the appointed date at the appointed time where such failure is not caused by the vendor, the vendor's representative or the vendor's financier and where a settlement has to be rescheduled and takes place at a different date or time than was appointed. Any associated costs (including the vendor's lawyer's fee for at least \$220.00 for each settlement rescheduling) shall be payable by the purchaser.

## 4. Amendment to General Conditions

General Conditions 31.4, 31.5 and 31.6 do not apply to this Contract

## 5. Stamp Duty Indemnity

The Purchaser shall keep the Vendor indemnified at all times against all liabilities claims proceedings and penalties whatever under the Duties Act 2000 relating to this Contract, any substitute Contract of Sale and the Instrument of transfer or conveyance of the Property or any one or more of them. If there is more than one purchaser, the purchasers must ensure that the Contract correctly records at the Day of Sale the proportions in which they are buying the property ("the proportions"). If the proportions recorded in the Transfer of Land differ from those recorded in the Contract it is the Purchasers' responsibility to pay any additional duty that may be assessed as a result of the variation. The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's solicitor against any claim or demand that may be made against any or all of them in relation to any additional duty payable as a result of proportions in the Transfer of Land differing from those in the Contract. This Special Condition does not merge on completion.

## 6. Warranties and Exclusions

The Purchaser acknowledges that:

- (a) Any information, representation, comment, opinion or warranty by the Vendor, the Vendor's Agent or the Vendor's Solicitors was not supplied or made with the intention or knowledge that it would be relied on by the Purchaser and that the Purchaser shall not be entitled to rely on any information, representation, comment, opinion or warranty except those included in this Contract; and
- (b) This Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and there are no conditions, warranties or other terms affecting the sale or purchase except those included in this Contract.

## 7. Reasonable Foreseeable Loss

The Vendor gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event the Purchaser fails to complete the purchase of the Property by the due date under this Contract, the Vendor will or may suffer the following loss and expenses which the Purchaser must pay on demand, in addition to the interest chargeable on the balance of the purchase monies, in accordance with the terms of the Contract:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on any such bridging finance;
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date for settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Legal costs and expenses as between solicitor and own client;
- (e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

# 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 all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and

- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

6.6 If sections 137B and 137C of the *Building Act 1993 (Vic)* 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 (Vic)* and regulations made under the *Building Act 1993 (Vic)*.

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

## 7. IDENTITY OF THE LAND

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

7.2 The purchaser may not –

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

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

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

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

## 11. RELEASE OF SECURITY INTEREST

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

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

## 12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).
- 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 –
- 21 days have elapsed since the day of sale; and
  - 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 –
- 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
  - 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* (Vic).

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## 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 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.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition –
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
  - (b) the vendor must –
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that –
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement –
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement –
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
  - (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
  - (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or 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, unless the margin scheme applies.
- 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 these general conditions –
- (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 –
    - (i) a registered building surveyor;
    - (ii) a registered building inspector;
    - (iii) a registered domestic builder; or
    - (iv) an architect,which is –
    - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
    - (vi) identifies a current defect in a structure on the land; andthe author states is a major 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 inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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 basis that 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
- 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.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

### 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) (Tax Act) 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 Tax Act. 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 Tax Act ("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 –
- 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
  - 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 –
- 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;
  - promptly provide the vendor with proof of payment; and
  - otherwise comply, or ensure compliance, with this general condition;
- despite –
- any contrary instructions, other than from both the purchaser and the vendor; and
  - 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 –
- the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
 despite –
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
  - (a) settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to –
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.
- 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.

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served –

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or 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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

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

## 28. NOTICES

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

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

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

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962 (Vic)* applies.

## 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 (Vic)* –

- (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 (Vic)*; 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 and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

### 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.

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## Default

### 33. INTEREST

Interest at the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983 (Vic)* 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 or acceptance by the vendor of a repudiation by the purchaser –
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
- 

INFORMATION ONLY  
Unit 2, 165-167 DALTON ROAD, LAIOR, VIC, 3075

# 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 by the vendor with the attached documents before the purchaser signed any contract.

**Land:** Unit 2 165-167 DALTON ROAD LALOR Vic 3075

## Vendors

Vendor

Name	Signature	Date
Claira Jeanne Burn		

Vendor

Name	Signature	Date
Alexander James Pittari		

## Purchasers

Purchaser

Name	Signature	Date

Purchaser

Name	Signature	Date

## Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

## 1. FINANCIAL MATTERS

### 1.1 Rates, Taxes, Charges or Other Similar Outgoings

Details of any outgoing and any interest on them

- Attached

### 1.2 Particulars of any Charge (whether registered or not)

Imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

- Not Applicable.

### 1.3 Terms Of Contract

This section 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 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 Land subject to Tax Reform Scheme

Is the land tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024?

## 2. INSURANCE

### 2.1 Damage and Destruction

This section 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. When it applies, provide details for any policy of insurance in respect of any damage to or destruction of the land.

- Not Applicable

### 2.2 Owner-Builder

This section 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. Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

- Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

- Attached

### 3.2 Road Access

Is there road access to the property?

- Yes

### 3.3 Designated Bushfire Prone Area

Is the land in a designated bushfire prone area under section 192A of the Building Act 1993?

- No

### 3.4 Planning Scheme

- Attached

## 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.

- Attached

### 4.2 Agricultural Chemicals

Are there any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

- No

### 4.3 Compulsory Acquisition

Are there any notices of intention to acquire that have been served under section 6 of the Land Acquisition and Compensation Act 1986?

- No

## 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 only applies if the land is affected by an owners corporation within the meaning of the Owners Corporations Act 2006.

- Attached is a current owners corporation certificate with its required accompanying documents and statements issued in accordance with section 151 of the Owners Corporations Act 2006.

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

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

### 7.1 Work-in-Kind Agreement

This section only applies if the land is subject to a work-in-kind agreement.

### 7.2 GAIC Recording

This section only applies if there is a GAIC recording. Any of the following certificates or notices must be attached if there is a GAIC recording.

## 8. SERVICES

Selected services marked with an 'X' are NOT connected to the land.

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

## 9. TITLE

Attached are copies of the following documents.

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

### 10.2 Staged Subdivision

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

### 10.3 Further Plan of Subdivision

This section 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.

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

## 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.

- Consumer Affairs Victoria Due Diligence Checklist

## 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 1.4 (Sale Subject to Mortgage) applies.

# 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 [consumer.vic.gov.au/duediligencechecklist](http://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

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

Page 1 of 2

VOLUME 10619 FOLIO 568

Security no : 124130685109W  
Produced 11/12/2025 03:01 PM

**LAND DESCRIPTION**

Lot 2 on Plan of Subdivision 447110A.  
PARENT TITLES :  
Volume 10510 Folio 856 to Volume 10510 Folio 857  
Created by instrument PS447110A 08/12/2001

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
CLAIRA JEANNE BURN  
ALEXANDER JAMES PITTARI both of UNIT 2 165-167 DALTON ROAD LALOR VIC 3075  
AY552835K 31/10/2024

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AY552836H 31/10/2024  
NATIONAL AUSTRALIA BANK LTD

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

**DIAGRAM LOCATION**

SEE PS447110A 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 2 165-167 DALTON ROAD LALOR VIC 3075

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 31/10/2024

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS447110A

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

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DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS447110A</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>11/12/2025 15:01</b>

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

<b>PLAN OF SUBDIVISION</b>		Stage No. /	LTO use only <b>EDITION 1</b>	Plan Number <b>PS 447110A</b>
<p style="text-align: center;">LOCATION OF LAND</p> Parish : KEELBUNDORA Township : _____ Section : _____ Crown Allotment : _____ Crown Portion : 26 (PART)  LTO base record : D.C.M.B. Title References : Vol 10510 Fol 856 Vol 10510 Fol 857 Last Plan Reference : LOTS 1 & 2 ON PS 430823  Postal Address : 165 - 167 DALTON ROAD (at time of subdivision) LALOR 3075 AMG Co-ordinates (of approximate centre of plan) E 326190 Zone 55 N 5828250		<p style="text-align: center;">COUNCIL CERTIFICATION AND ENDORSEMENT</p> Council Name : CITY OF WHITTLESEA Ref: 605059 1. This plan is certified under section 6 of the Subdivision Act 1988 2. <del>This plan is certified under section 11(7) of the Subdivision Act 1988</del> <del>Date of original certification under section 6 / /</del> 3. <del>This is a statement of compliance issued under section 21 of the</del> <del>Subdivision Act 1988.</del> <u>Open Space</u> (i) A requirement for public open space under section 18 Subdivision Act 1988 <del>has</del> has not been made. (ii) <del>The requirement has been satisfied.</del> (iii) <del>The requirement is to be satisfied in Stage</del> Council Delegate <del>Council Seal</del> Date 25/9/2001  <del>Re-certified under section 11(7) of the Subdivision Act 1988</del> <del>Council Delegate</del> <del>Council Seal</del> <del>Date / /</del>		
VESTING OF ROADS AND/OR RESERVES				
Identifier		Council / Body / Person		
NOTATIONS				
DEPTH LIMITATION : Nil.		STAGING : This <del>is</del> is not a staged subdivision Planning Permit no.		
		SURVEY : This plan is <del>is not</del> based on survey  To be completed where applicable This survey has been connected to permanent marks (nts). _____  In Proclaimed Survey Area no. _____		
EASEMENT INFORMATION				
LEGEND : A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easements and Rights Implied by Section 12(2) of the Subdivision Act 1988 apply to the Whole of the Land on this Plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1, E-4 & E-5	DRAINAGE & SEWERAGE	SEE PLAN	LP 40754	LOTS ON LP 40754
E-1, E-4 & E-5	DRAINAGE	SEE PLAN	PS 430823	CITY OF WHITTLESEA
E-2 & E-4	SEWERAGE	1.83	C/E C753992	M.M.B.W.
E-2 & E-4	SEWERAGE	1.83	PS 430823	YARRA VALLEY WATER LIMITED
E-3 & E-5	SEWERAGE	0.17	PS 430823	YARRA VALLEY WATER LIMITED
E-6	DRAINAGE	1.50	PS 430823	CITY OF WHITTLESEA
LTO use only _____ STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> Date 4/12/01				
LTO use only _____ PLAN REGISTERED TIME 12:00 DATE 8/12/01  Assistant Registrar of Titles Sheet 1 of 4 Sheets				
PETER RICHARDS SURVEYING LICENSED LAND SURVEYORS 337 - 339 GREENSBOROUGH ROAD WATSONIA 3087 Postal Address: P.O.Box 237, WATSONIA 3087 TEL: 9432 6944 FAX 9434 4052		LICENSED SURVEYOR (PRINT) IVON B. BRYNING SIGNATURE _____ DATE 7/5/01 REF 2274 VERSION 1		DATE 25.9.2001 COUNCIL DELEGATE SIGNATURE Original sheet size A3

PLAN OF SUBDIVISION

Plan Number  
PS 447110A



SEE SHEET 3

2

213m<sup>2</sup>

COMMON PROPERTY  
No.1

5

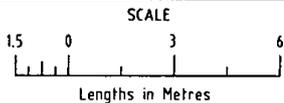
161m<sup>2</sup>

DALTON ROAD

MAPLE STREET

Sheet 2 of 4 Sheets

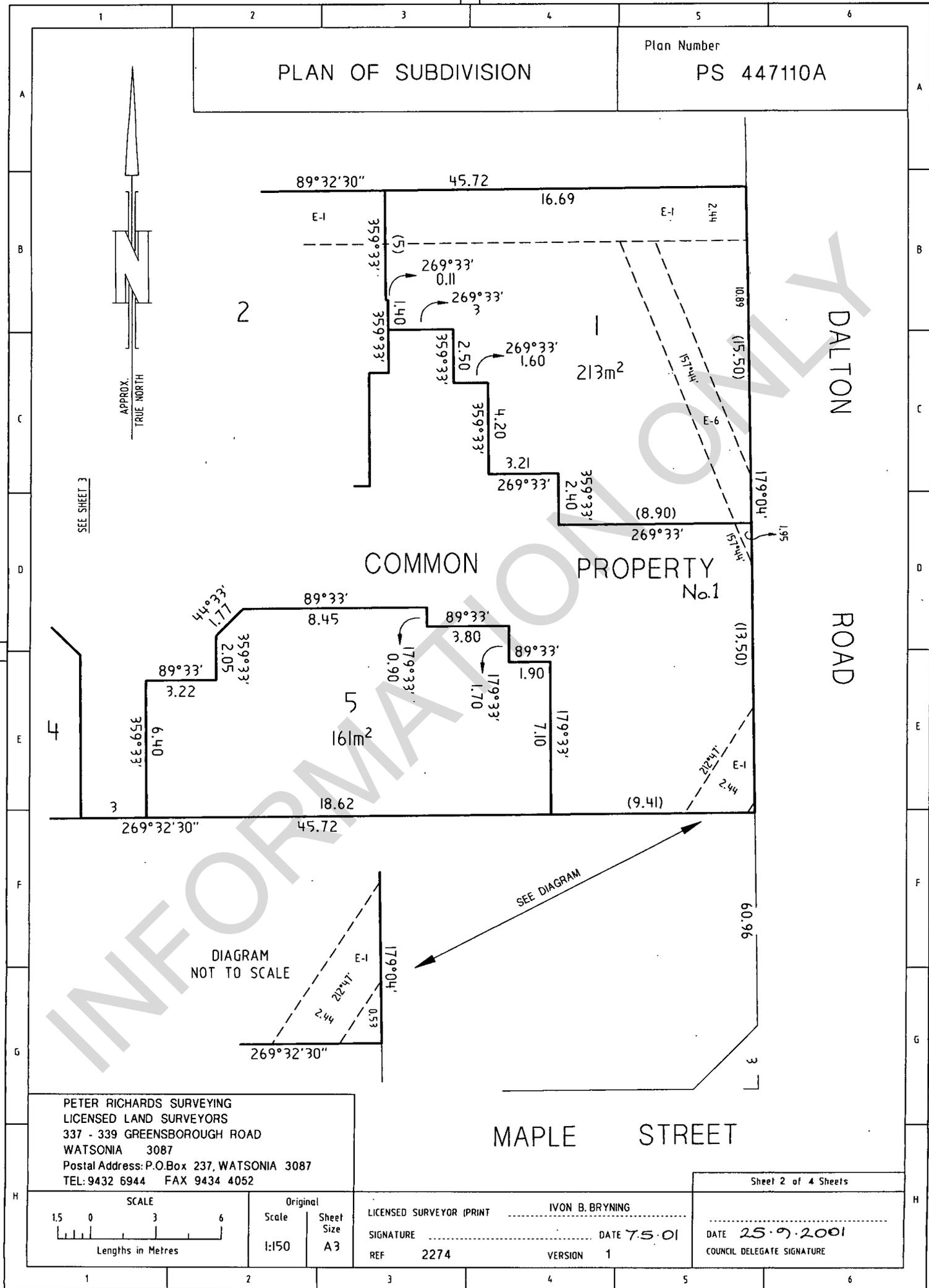
PETER RICHARDS SURVEYING  
LICENSED LAND SURVEYORS  
337 - 339 GREENSBOROUGH ROAD  
WATSONIA 3087  
Postal Address: P.O.Box 237, WATSONIA 3087  
TEL: 9432 6944 FAX 9434 4052



Original  
Scale 1:150  
Sheet Size A3

LICENSED SURVEYOR (PRINT) IVON B. BRYNING  
SIGNATURE ..... DATE 7.5.01  
REF 2274 VERSION 1

DATE 25.9.2001  
COUNCIL DELEGATE SIGNATURE





PS447110A

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT

INFORMATION ONLY



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 11/12/2025 03:01:23 PM

Status	Registered	Dealing Number	AY552835K
Date and Time Lodged	31/10/2024 03:06:34 PM		

### Lodger Details

Lodger Code	16089P
Name	NATIONAL AUSTRALIA BANK LTD
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Land Title Reference

10619/568

### Transferor(s)

Given Name(s)	CLAIRA JEANNE
Family Name	BURN

### Estate and/or Interest being transferred

Fee Simple

### Consideration

Non-Monetary

### Transferee(s)

<b>Tenancy (inc. share)</b>	Joint Tenants
Given Name(s)	CLAIRA JEANNE
Family Name	BURN
Address	
Unit Type	UNIT
Unit Number	2
Street Number	165



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

To Street Number 167  
Street Name DALTON  
Street Type ROAD  
Locality LALOR  
State VIC  
Postcode 3075

Given Name(s) ALEXANDER JAMES  
Family Name PITTARI

### Address

Unit Type UNIT  
Unit Number 2  
Street Number 165  
To Street Number 167  
Street Name DALTON  
Street Type ROAD  
Locality LALOR  
State VIC  
Postcode 3075

### Duty Transaction ID

6119396

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

### Execution

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

Executed on behalf of	CLAIRA JEANNE BURN
Signer Name	STEPHEN ANDREW BLAKER
Signer Organisation	GISBORNE LEGAL
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	30 OCTOBER 2024



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

### Execution

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

Executed on behalf of	CLAIRA JEANNE BURN ALEXANDER JAMES PITTARI
Signer Name	STEPHEN ANDREW BLAKER
Signer Organisation	GISBORNE LEGAL
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	30 OCTOBER 2024

---

### File Notes:

NIL

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This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Mortgage Form version 1.5

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

Produced 11/12/2025 03:01:23 PM

Status	Registered	Dealing Number	AY552836H
Date and Time Lodged	31/10/2024 03:06:34 PM		

### Lodger Details

Lodger Code	16089P
Name	NATIONAL AUSTRALIA BANK LTD
Address	
Lodger Box	
Phone	
Email	
Reference	Redstar CM Team 1 LV

## MORTGAGE

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

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### Estate and/or Interest being mortgaged

FEE SIMPLE

### Land Title Reference

10619/568

### Mortgagor

Given Name(s)	ALEXANDER JAMES
Family Name	PITTARI
Given Name(s)	CLAIRA JEANNE
Family Name	BURN

### Mortgagee

Name	NATIONAL AUSTRALIA BANK LIMITED
ACN	004044937
Australian Credit Licence	230686
Address	
Floor Type	LEVEL
Floor Number	28



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Mortgage Form version 1.5

Street Number 395  
Street Name BOURKE  
Street Type STREET  
Locality MELBOURNE  
State VIC  
Postcode 3000

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

### Terms and Conditions of this Mortgage

(a) Document Reference AA9555  
(b) Additional terms and conditions  
Nil

### Mortgagee Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
  - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
  - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

Executed on behalf of	NATIONAL AUSTRALIA BANK LIMITED
Signer Name	LAKMALIE VITHANAGE
Signer Organisation	NATIONAL AUSTRALIA BANK LIMITED
Signer Role	AUTHORISED SIGNATORY
Execution Date	30 OCTOBER 2024

### File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 11 December 2025 03:01 PM

## PROPERTY DETAILS

Address: **2/165-167 DALTON ROAD LALOR 3075**  
Lot and Plan Number: **Lot 2 PS447110**  
Standard Parcel Identifier (SPI): **2\PS447110**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **496281**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 9 C6**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

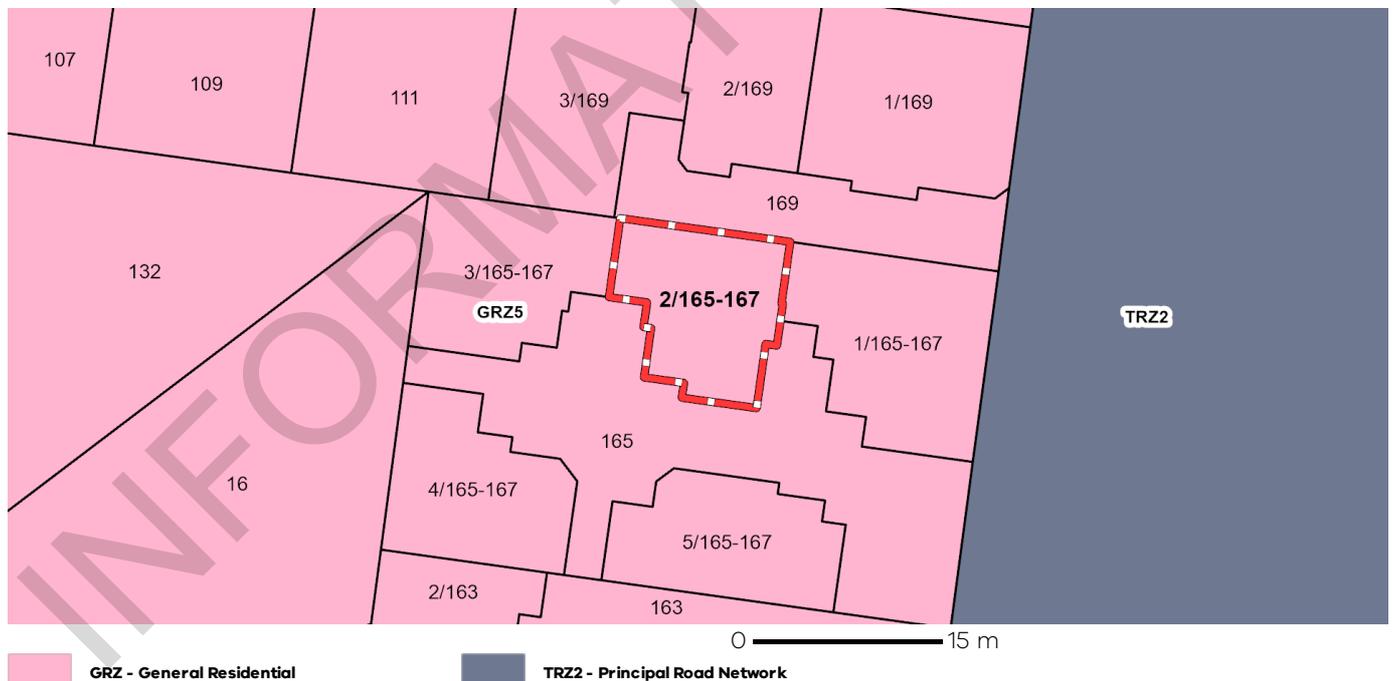
Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**  
**OTHER**  
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)



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

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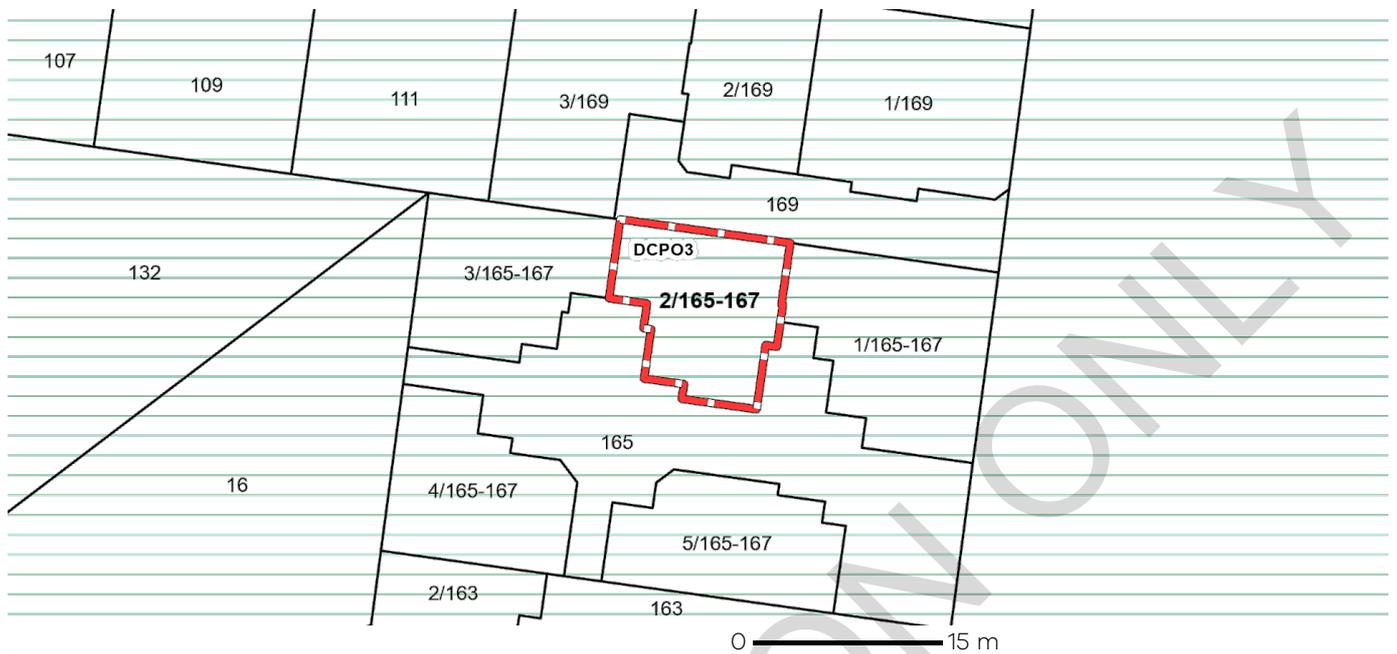
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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).

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



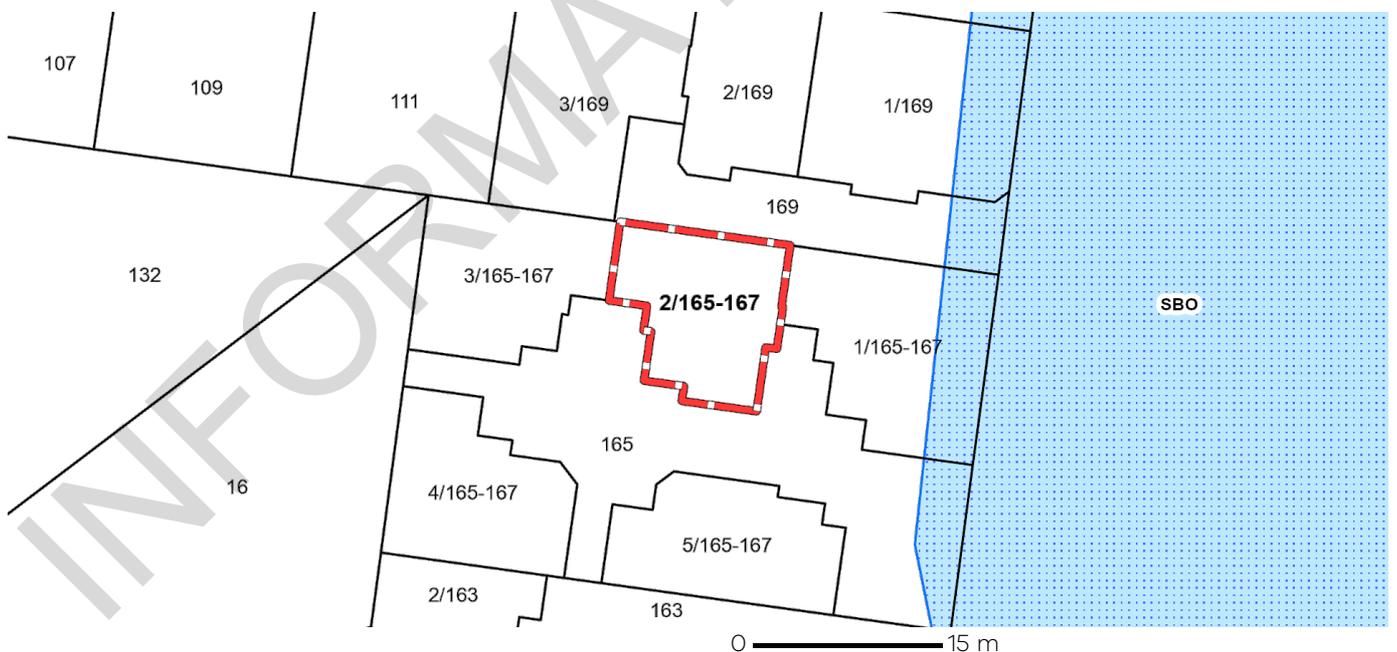
**DCPO - Development Contributions Plan Overlay**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### SPECIAL BUILDING OVERLAY (SBO)



**SBO - Special Building Overlay**

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

## Further Planning Information

Planning scheme data last updated on 10 December 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.vic.gov.au/vicplan/>

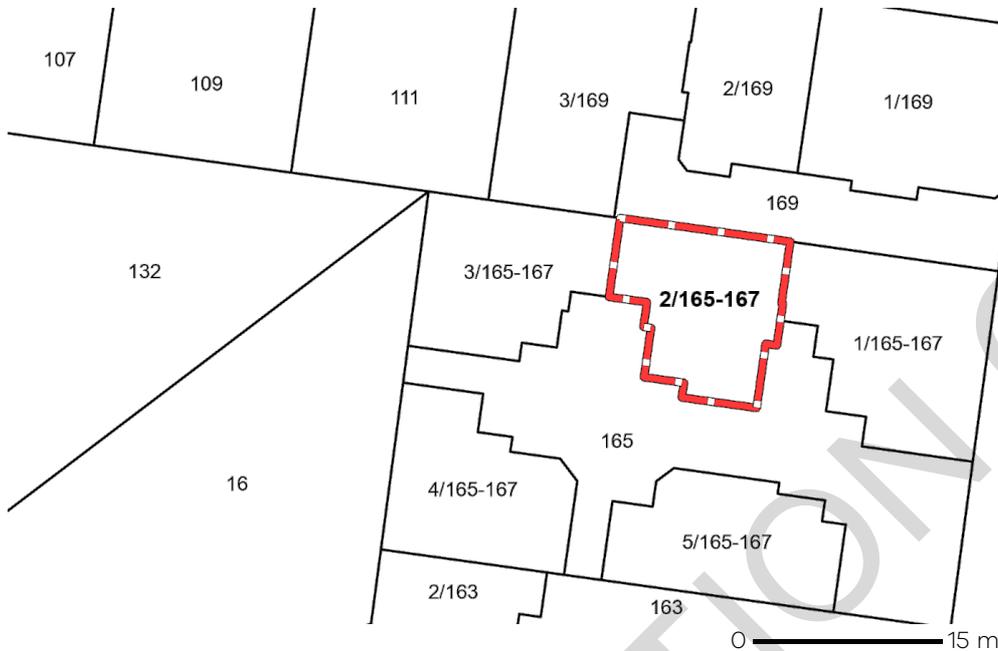
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



 Designated Bushfire Prone Areas

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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1211306

## APPLICANT'S NAME & ADDRESS

OWNIT CONVEYANCING C/- TRISEARCH (ACTIONSTEP) C/-  
LANDATA  
DOCKLANDS

## VENDOR

BURN, CLAIRA JEANNE

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

392152

This certificate is issued for:

LOT 2 PLAN PS447110 ALSO KNOWN AS 2/165 - 167 DALTON ROAD LALOR  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

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

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

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

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

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

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

LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

05 January 2026

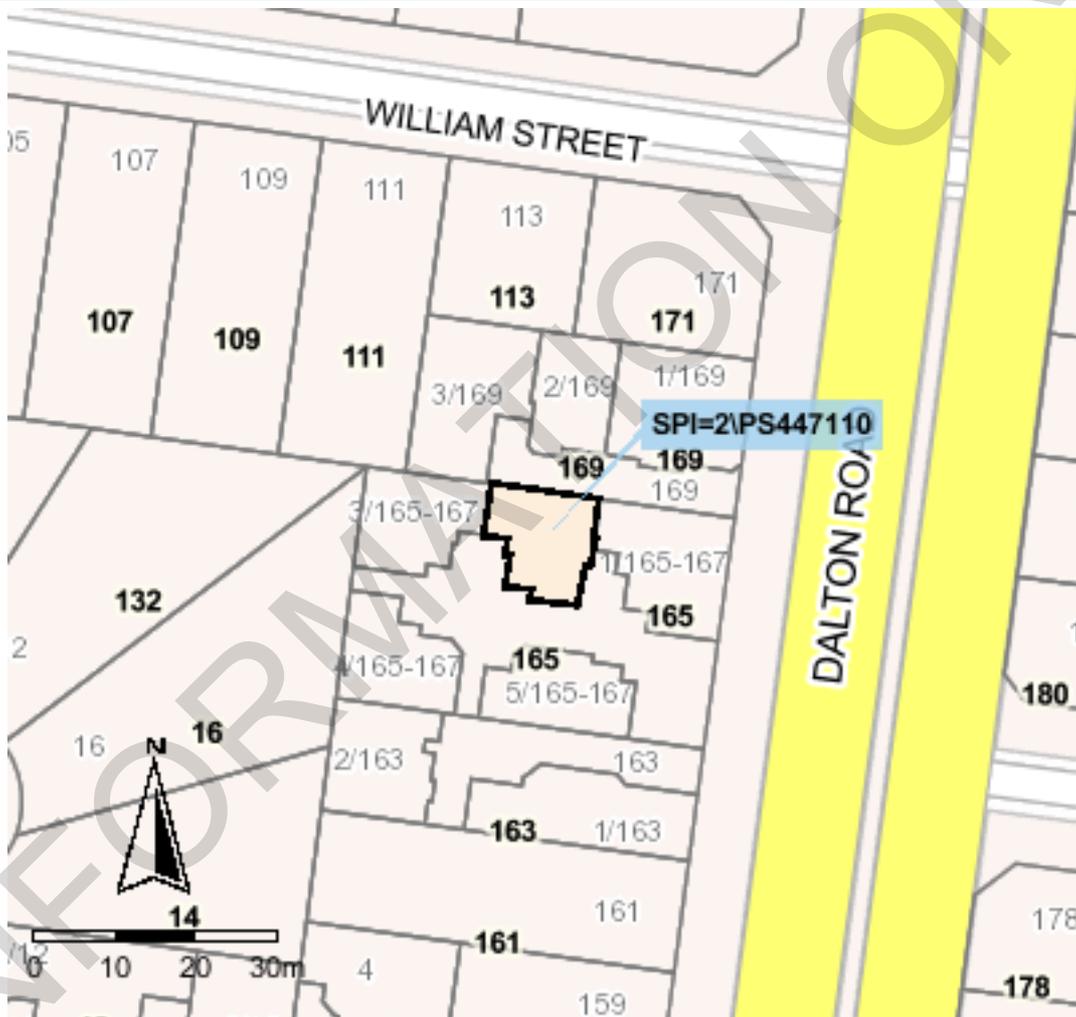
**Sonya Kilkenny**  
Minister for Planning

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

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

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

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



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

### Choose the authoritative Planning Certificate

#### Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

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

# Property Clearance Certificate

## Land Tax



INFOTRACK / OWNIT CONVEYANCING

<b>Your Reference:</b>	277553
<b>Certificate No:</b>	94865949
<b>Issue Date:</b>	06 JAN 2026
<b>Enquiries:</b>	ESYSPROD

**Land Address:** UNIT 2, 165 -167 DALTON ROAD LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29186370	2	447110	10619	568	\$0.00

**Vendor:** ALEXANDER PITTARI & CLAIRA BURN

**Purchaser:** NOT KNOWN NOT KNOWN

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS CLAIRA JEANNE BURN	2026	\$230,000	\$0.00	\$0.00

**Comments:** Property is exempt: LTX Principal Place of Residence.

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):	\$490,000
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SITE VALUE (SV):	\$230,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>
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# Notes to Certificate - Land Tax

Certificate No: 94865949

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$230,000

Calculated as \$975 plus ( \$230,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,900.00

Taxable Value = \$490,000

Calculated as \$490,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 94865949

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 94865949

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / OWNIT CONVEYANCING

Your Reference:	277553
Certificate No:	94865949
Issue Date:	06 JAN 2026
Enquires:	ESYSPROD

**Land Address:** UNIT 2, 165 -167 DALTON ROAD LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29186370	2	447110	10619	568	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120.2	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:	\$490,000
SITE VALUE:	\$230,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94865949

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / OWNIT CONVEYANCING

Your Reference:	277553
Certificate No:	94865949
Issue Date:	06 JAN 2026

**Land Address:** UNIT 2, 165 -167 DALTON ROAD LALOR VIC 3075

Lot	Plan	Volume	Folio
2	447110	10619	568

**Vendor:** ALEXANDER PITTARI & CLAIRA BURN

**Purchaser:** NOT KNOWN NOT KNOWN

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

# Notes to Certificate - Windfall Gains Tax

Certificate No: 94865949

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 94865946

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 94865946

### Visa or Mastercard

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

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

### Important payment information

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

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Ownit Conveyancing C/- triSearch (ActionStep)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 392152

NO PROPOSALS. As at the 5th January 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 2 165-167 DALTON ROAD, LALOR 3075  
CITY OF WHITTLESEA

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: 5th January 2026

Telephone enquiries regarding content of certificate: 13 11 71

Enquiries: Building and Planning Administration 9217 2170  
[Buildplan@whittlesea.vic.gov.au](mailto:Buildplan@whittlesea.vic.gov.au)

Your Ref: **79252858-019-4**

6 January 2026

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION  
 Unit 2, 165-167 (Lot 2) Dalton Road LALOR**

Further to your application for property information for the above address I write to advise the following:

**Regulation 51 1 (a)\***

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
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In the last 10 years no building permits were issued.

**Regulation 51 1 (b) (c)**

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**

*(Please consult with Owner for copy of Building Notice where applicable)*

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit [www.whittlesea.vic.gov.au/pools](http://www.whittlesea.vic.gov.au/pools).

Yours sincerely

**BUILDING & PLANNING  
 CITY OF WHITTLESEA**

**Council Offices**  
 25 Ferres Boulevard  
 South Morang VIC 3752  
  
 Locked Bag 1  
 Bundoora MDC VIC 3083  
  
**ABN 72 431 091 058**

**Tel** 03 9217 2170  
**Fax** 03 9217 2111  
**TTY** 133 677 (ask for 9217 2170)  
  
**Email** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

**Date of issue**  
06/01/2026

**Assessment No.**  
496281

**Certificate No.**  
179925

**Your reference**  
79249546-017-8

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2026

**Property location:** 2/165-167 Dalton Road LALOR 3075

**Description:** LOT: 2 PS: 447110A

**AVPCC:** 120.2 Single Strata Unit

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$490,000	\$230,000	\$24,500

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2025	\$1,158.53
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$84.77
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 06/01/2026	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,693.95

*Balance of rates & charges due:* \$0.00

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$0.00**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

**Mail to:** Locked Bag 1, Bundoora MDC VIC 3083

**Phone:** 9217 2170

**National Relay Service:** 133 677 (ask for 9217 2170)

**Email:** info@whittlesea.vic.gov.au

Free telephone interpreter service

 **131 450**

## 2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

## 3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

## 4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

## 5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

### ***Interest penalty on late payments***

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

## 6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

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

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Payment can be made using these options.

---



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 496281



Phone 1300 301 185  
Ref 496281



Biller Code 5157  
Ref 496281

5th January 2026

Ownit Conveyancing C/- triSearch (ActionStep) C/-  
LANDATA

Dear Ownit Conveyancing C/- triSearch (ActionStep) C/- ,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	2/165-167 DALTON ROAD LALOR 3075
<b>Applicant</b>	Ownit Conveyancing C/- triSearch (ActionStep) C/- LANDATA
<b>Information Statement</b>	31000670
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	392152

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	2/165-167 DALTON ROAD LALOR 3075
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

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

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

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

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

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

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

## **Melbourne Water Property Information Statement**

Property Address	2/165-167 DALTON ROAD LALOR 3075
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

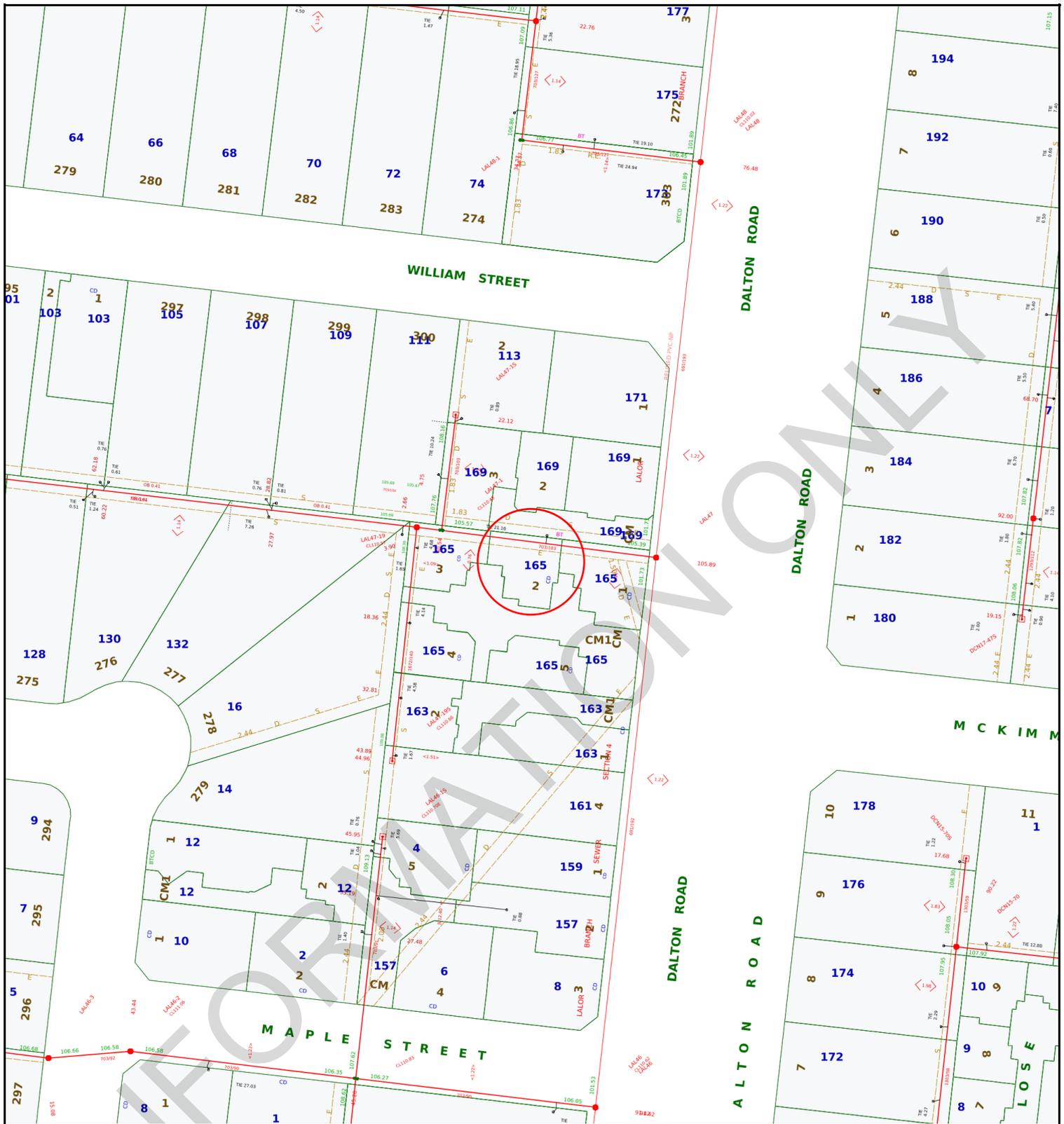
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 31000670**

<b>Address</b>	2/165-167 DALTON ROAD LALOR 3075
<b>Date</b>	05/01/2026
<b>Scale</b>	1:1000



ABN 93 066 902 501

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

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

Ownit Conveyancing C/- triSearch (ActionStep) C/-  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 5335003535  
**Rate Certificate No:** 31000670

**Date of Issue:** 05/01/2026  
**Your Ref:** 392152

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 2/165-167 DALTON RD, LALOR VIC 3075	2\PS447110	1590451	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Water and Sewer Usage Charge <i>Step 1 – 35.000000kL x \$3.57240000 = \$125.03</i> Estimated Average Daily Usage \$1.36	28-07-2025 to 28-10-2025	\$125.03	\$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$193.68



GENERAL MANAGER  
RETAIL SERVICES

### Note:

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

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

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

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

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

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION

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

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

---

**Property No:** 1590451

**Address:** UNIT 2/165-167 DALTON RD, LALOR VIC 3075

**Water Information Statement Number:** 31000670

## HOW TO PAY

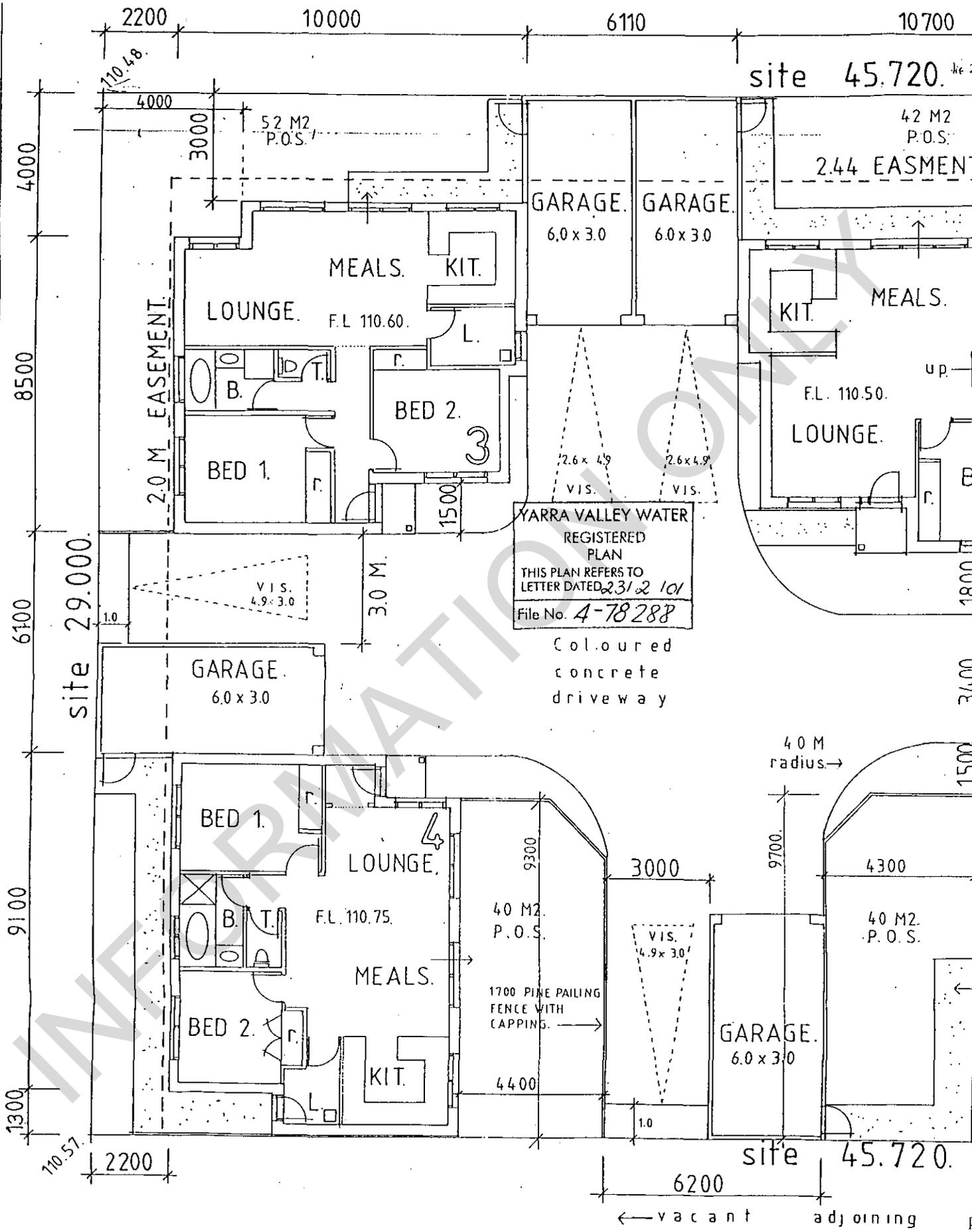


**Bill**er Code: 314567  
Ref: 53350035350

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



FLOOR PLAN & SITE LAYOUT.

700 3000 8000 5700

0. 26.36

M2 O.S. MENT. 4000

S. L. u.p.

BED 1.

1800

3400

1500

LOUNGE. FL. 110.45.

MEALS.

KIT.

L. T. r.

BED 2.

1200

property. →

GARAGE 6.0 x 3.0

40 M2. P.O. S.

5100

L. KIT. MEALS.

BED 1.

FL. 110.20

LOUNGE.

4500

40 M radius.

3.0 x 4.9 VIS.

6400

3.0 M.

1200

1200

5.0 x 7.0 Entrance.

mail boxes.

5.0 M. wide x-ing.

site 29.000.

EASEMENT.

EASEMENT.

17M HIGH BRICK FENCE.

109.89

167

165

110.07.

D A L T O N R O A D

PROPOSED UNIT LEVEL AT: LOT 1 & 2 DALTON







Yarra Valley Water Ltd  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

Facsimile (03) 9872 2500

Email: [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)

**Date: 30 October 2008**

MS L S PISANI  
UNIT 3/165 DALTON RD  
THOMASTOWN VIC 3074

**Reference Number: 4-299467**  
**Installation Number: 40074017**

**BUILD OVER EASEMENT / ASSET CONDITIONS**

**Applicant Name:**  
**Property Address:** UNIT 3 165-167 DALTON RD LALOR 3075

Thank you for your recent Build Over Easement/Asset application.

I am pleased to provide you with advice for your proposal. The following pages contain conditions in response to your application.

An invoice for any outstanding fees will be forwarded to you shortly.

Should you have any queries please contact me either by phone or email as indicated below.

A handwritten signature in black ink, appearing to read 'R. Chapman', with a long horizontal flourish extending to the right.

Rhett Chapman  
Title: Customer Service Officer  
Phone: 9872 1796  
Email: [Rhett.Chapman@yvw.com.au](mailto:Rhett.Chapman@yvw.com.au)

Thank you for your application of 30/10/2008 to retain the existing pergola over the sewer at the above property.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, subject to the following condition(s);

The work must be carried out in accordance with the attached registered plan(s).

Any structural members, footings and piers located adjacent or parallel to the sewer must have a minimum 600mm horizontal clearance from the sewer. The centre line of the 225mm diameter sewer is located 0.76 metres from the northern boundary and is approximately 5.03 metres deep.

Any structural members and/or footings must have a minimum 600mm horizontal clearance to your property sewer branch. The sewer point is located approximately 4.68 metres from the northern boundary and is approximately 1.86 metres deep.

The manholes along the northern boundary must remain clear and accessible to Yarra Valley Water and its contractors at all times.

Please note that the owner will be responsible for the cost of repairing any damage caused to the sewer as a result of the pergola being located over it. Yarra Valley Water will not be responsible for any damage caused to the pergola as a result of it being located over the sewer or as a result of any maintenance, repair or replacement works carried out by Yarra Valley Water or its employees or contractors. Yarra Valley Water will not re-instate or repair the pergola if it is damaged.

#### **CONDITIONS OF APPROVAL**

The owner will be responsible for the cost of repairing any damage caused to the sewer as a result of the above structure(s) being located over or in close proximity to the sewer.

Yarra Valley Water reserves the right for its employees or contractors to enter the property for the purpose of maintenance, repair or replacement of its sewer.

Yarra Valley Water will not be responsible for any damage caused to the above structure(s) as a result of it being located over or in close proximity to the sewer or as a result of any maintenance, repair or replacement works carried out by Yarra Valley Water, its employees or contractors.

Yarra Valley Water will not re-instate or repair the above structure(s) if damaged.

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

A plan showing the sewer layout is included for your information.

I will be glad to answer any questions you may have and may be contacted on the number shown.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 11/12/2025 03:01:23 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS447110A**

The land in PS447110A is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 5.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

2A BYFIELD STREET RESERVOIR VIC 3073

AM409880L 16/12/2015

### 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:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	22	22
Lot 2	21	21
Lot 3	18	18
Lot 4	18	18
Lot 5	21	21
<b>Total</b>	<b>100.00</b>	<b>100.00</b>



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 11/12/2025 03:01:23 PM

**OWNERS CORPORATION 1  
PLAN NO. PS447110A**

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

Statement End.

INFORMATION ONLY

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

**Owners Corporation Number** OCPS 447110A  
**Address** 165-167 Dalton Road, Lalor VIC 3075

This certificate is used for **Lot 2 on Plan of Subdivision No 447110A**

**Postal Address is 2 / 165-167 Dalton Road, Lalor VIC 3075**

Applicant for the certificate is	Infotrack
Address for delivery of certificate	ownerscorp@infotrack.com.au
Date that the application was received	5 <sup>th</sup> January 2026

**IMPORTANT:**

The information in this certificate is issued on 15-01-2026

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 \$2,205.00 and are for the period 01/01/2026 to 31/12/2026 and are payable in 6 monthly instalments, as follows:

**6 MONTHLY**

01/01/2026 - 30/06/2026	\$1,102.50	PAID
01/07/2026 - 31/12/2026	\$1,102.50	TO BE ISSUED

PLEASE NOTE - The AGM for this Owners Corporation is scheduled to be held 12/02/2026 and therefore the fees listed above for the period 01/01/2026 to 31/12/2026 may change as the first six monthly levies were raised per the previous years budget. If this is the case, and the fees do change then there will be an adjustment levy raised for the remaining levy. It is therefore strongly suggested that enquiries are made with this office prior to settlement occurring.

(b) The date up to which the fees for the lot have been paid is - Not Applicable

(c) The total of any unpaid fees or charges for this lot is: \$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: 033-297  
Account Number: 315134  
Lot Reference: 2

**\* 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: T/B/A                      Type: Strata - Residential                      Broker: Sage Partners Holdings Pty Ltd  
Insurer: Strata Community Insurance Agencies Pty Ltd                      Premium: \$3,740.21                      Paid On Date: 22/12/2025  
Policy Start Date: 31/01/2026                      Next Due Date: 31/01/2027

<b>Cover</b>	<b>Sum Insured</b>	<b>Excess</b>
Building	\$2,682,656	\$1,500
Catastrophe Insurance	Included	
Common Area Contents	\$26,827	
Fidelity Guarantee	\$100,000	
Legal Expenses	\$50,000	\$1,000 and 10% Contribution
Loss of Rent	\$402,398	
Lot Owners Fixtures & Improvements	\$300,000	
Machinery Breakdown	Included	
Office Bearers Liability	\$1,000,000	
Public Liability	\$20,000,000	
Terrorism Cover	Included	

Flood	Included
Floating Floors	Included
Voluntary Workers	Included
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:

**165-167 Dalton Road, Lalor VIC 3075**

(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	\$ 4,035.27
Maintenance	\$ 0.00
Unallocated to levies, lots in prepaid	\$ 0.00
<b>Total</b>	<b>\$ 4,035.27</b>

(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 Love & Co Strata

(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 15-01-2026

(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:

2A Byfield Street,  
Reservoir VIC 3073  
Tel: (03) 9474 4500  
Email: admin@loveoc.com.au  
Love Owners Corporation T/A Love & Co Strata Management  
ABN: 92 926 519 462

(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: 15-01-2026

This owners corporation certificate was prepared by:



Isabella Hargest-Slade

2A Byfield Street,  
Reservoir VIC 3073  
Tel: (03) 9474 4500  
Email: [admin@loveoc.com.au](mailto:admin@loveoc.com.au)  
Love Owners Corporation T/A Love & Co Strata Management  
ABN: 92 926 519 462

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**

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### **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**

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### **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**

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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 OCPS 447110A

165-167 Dalton Road, Lalor, VIC, 3075

Held AT Time: 04:00 PM, on 13 February 2025

At, Venue: Via Zoom Online Web Conference with Link <https://zoom.us/j/3394744503>

### CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

#### Lots Owners in Attendance

Lot 1	Ms J Martyn	Owner present
Lot 2	Claira Jeanne Burn & Alexander Pittari	Owner present
Lot 5	Genevieve Amanda Comben	Owner present

#### Apologies

Unit 4 - Ms Cassie Gellard

#### Chairperson of Meeting

Edward Love

#### Determination of Quorum

Pursuant to s. 77 Owners Corporations Act 2006, a quorum for a general meeting is 50% of the total number of Lots, or if 50% of the total number of Lots is not available, the quorum is at least 50% of the lot entitlement. Upon presentation of all proxies and noting all attendances, it was confirmed that as 50% or over of occupiable lots represented, a quorum was declared and therefore, the decisions made in the Annual General Meeting are decisions of the Owners Corporation in accordance with Section 77 of the Owners Corporation Act 2006.

### 1. MINUTES OF PREVIOUS MEETING

#### ORDINARY RESOLUTION

The Owners Corporation members resolve that the minutes of the previous Annual General Meeting, dated 15th of February 2024 be confirmed as a true and correct record of the proceedings of that meeting

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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Motion **CARRIED.**

### 2. MANAGEMENT CONTRACT

The Owners Corporation Members note that the Owners Corporation is currently in a **3** years agreement with **Love & Co Strata Management**, that expires on 15th of February 2026.

### 3. MANAGER'S REPORT

#### ORDINARY RESOLUTION

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

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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Motion **CARRIED.**



## 4. COMMITTEE REPORT

### ORDINARY RESOLUTION

The Owners Corporation Members resolve to acknowledge and accept the **verbal report** as presented by the Chairperson of the Committee at the meeting.

The Owners Corporation Members and Management conveyed their thanks to the Committee and or Chairperson for their service throughout the year.

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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**Motion CARRIED.**

### Notes

The chairperson raised concerns around security cameras being installed at the property and that before doing so that they consult the victorian police website for how to install and where to position the camera should members wish to install security cameras at the property in future.

## 5. ELECTION OF COMMITTEE / CHAIRPERSON

### ORDINARY RESOLUTION

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, however 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.

The Owners Corporation Members resolve **not to elect** a Committee of the Owners Corporation, and to appoint **only** a Chairperson to serve on behalf of all members.

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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**Motion CARRIED.**

## 6. COMMITTEE & CHAIRPERSON ELECTION

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

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

Love & Co Strata Management will act as the Secretary of the Owners Corporation and will receive instructions from the Chairperson for any matters pertaining to the Owners Corporation.

### ELECTION OF Committee Member - - Plan No. OCPS 447110A

Ms Jenny Martyn have been elected to the committee.

Name	Details	Votes	Outcome
Ms Jenny Martyn	Chairperson	0	Elected, reason: Elected Unopposed



## 7. 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:

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

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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**Motion CARRIED.**

## 8. OCCUPATIONAL HEALTH & SAFETY

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.

## 9. OCCUPATIONAL HEALTH & SAFETY REPORT COMPLETED

### ORDINARY RESOLUTION

the Owners Corporation is aware that the last professional Occupational Health and Safety (OH&S) Audit was completed on **29th of March 2023**.

The Owners Corporation Members resolve to **review** the Professional OH&S report, in conjunction with undertaking their own annual risk profile report. Members further resolve to delegate the Committee and or Chairperson the authority to prioritise with the Manager any items identified from the report or, that require immediate remedial action to remove the hazard and or risk in the common property and to raise special levies to meet the costs where necessary.

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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**Motion CARRIED.**

## 10. ANNUAL ESSENTIAL SAFETY MEASURES REPORT IS NOT REQUIRED

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 and therefore is **not** required to meet these obligations. However members are advised of the following;



It is the responsibility of lot owners and or their appointed representative 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 Love & Co Strata Management immediately when identified, so to ensure building compliance.

## 11. ASBESTOS

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.

An Asbestos Audit of the common property was completed by **Mabi Services, 2024** stated there was no asbestos on site and therefore this is no longer required to be monitored. A copy of the report can be found on the owner portal.

## 12. INSURANCE

### 12.1. INSURANCE POLICY INFORMATION

#### ORDINARY RESOLUTION

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 below:

Policy Number	Underwriter	Current To	Risk Type	Coverage	Excess
18378	CHU Underwriting Agencies P/L	31 Jan 2026	Building Cover	\$2,544,911.00	\$2,000.00
			Catastrophe	\$ 383,236.00	
			Contents	\$25,549.00	
			Fidelity guarantee	\$100,000.00	
			Legal Expenses	\$50,000.00	\$1,000.00
			Loss of rent	\$383,236.00	
			Lot owners fixtures & improvements	\$250,000.00	
			Machinery breakdown	Not Included	
			Office bearers liability	\$1,000,000.00	
			Public liability	\$20,000,000.00	
TOTAL PREMIUM: \$5,520.37					

As disclosed within the Management Agreement, Love & Co Strata Management is paid a fee for placing the insurance cover for your property. The fee remunerates Love & Co Strata Management for processing claims on behalf of the Owners Corporation and enables the Manager to deal directly with your insurer.

Owners are to acknowledge that Love & Co Strata Management 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.

The Owners Corporation has accepted and endorsed the insurance policy components as outlined in the Certificate of Currency attached to the Notice of Meeting.

Copies of the Product Disclosure Statement (PDS) and the Financial Services Guide (FSG) are available from the Manager upon request.

If members would like to make a claim against the policy they can do so by completing our online claims form by clicking [HERE](#).

Please note in an after-hours emergency please call our office line on 03 9474 4500 and our after-hours support team will be able to assist you.

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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**Motion CARRIED.**

## 12.2. 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.

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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**Motion CARRIED.**



## 12.3. OFFICE BEARERS LIABILITY INSURANCE

Office Bearer's liability provides financial protection to the Office Bearers, Committee and Representative 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.

It was noted that the current Office Bearer's Liability sum insured is insured at **\$1,000,000.00**

## 12.4. INSURANCE VALUATION

The Owners Corporation is required under Section 59(2) of 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.

That the last insurance valuation for the Owners Corporation was completed **on 09 December 2022**, and it was determined that the amount in which the building sum insured is to be set at for the next 3-years is as follows:

**Year 1** 09/12/2022 - \$2,339,609.00  
**Year 2** 09/12/2023 - \$2,444,891.00  
**Year 3** 09/12/2024 - \$2,554,911.00

The Owners Corporation **has completed** a Valuation report for insurance purposes.

The Owners Corporation Members noted not to obtain a valuation for insurance purposes, as it is not required.

## 12.5. RENEWAL INSTRUCTIONS

### ORDINARY RESOLUTION

**The Owners Corporation Members resolve that Love & Co Strata Management 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, Love & Co Strata Management will proceed with the placement of cover with the incumbent insurer to ensure no lapse in cover for the Owners Corporation.

*That should there be a shortfall in the funds of the Owners Corporation to meet its statutory and contractual commitments (including maintaining current insurance policy) then the Owners Corporation Committee or the Manager may authorise the raising of a Special Levy to meet the shortfall in funds to ensure compliance with statutory and contractual obligations, subject to any proposed Special Levy not exceeding the limits set out in s24 of the Act.*

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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**Motion CARRIED.**



## 13. FINANCIAL STATEMENTS

### 13.1. CLOSING BALANCE

#### ORDINARY RESOLUTION

That the Financial Statements for the period **1st of January 2024 - 31st of December 2024**, as prepared and presented, be accepted with the closing balances, as follows:

The Administration Fund Closing Balance - \$2,314.81

The Maintenance Fund Closing Balance - \$0.00

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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Motion **CARRIED**.

## 14. BUDGET

### 14.1. ADMINISTRATION FUND BUDGET

#### ORDINARY RESOLUTION

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **1st of January 2025 - 31st of December 2025**, be amended from the Proposed budget amount of \$11,500 and be confirmed at **\$10,500.00**.

**Reduce gardening allocation from \$3,300 to \$2,200**

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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Motion **CARRIED**.

### 14.2. MAINTENANCE / SINKING FUND BUDGET

#### ORDINARY RESOLUTION

The Owners Corporation members resolve **NOT** to establish a maintenance fund in the name of the Owners Corporation.

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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Motion **CARRIED**.

### 14.3. LEVY FREQUENCY

#### ORDINARY RESOLUTION

Resolved that the levy statements be issued in line with the below table in accordance with lot liability.

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Liability Admin	Sinking Fund	Per Lot Liability Sinking
Already Issued	1/01/2025	30/06/2025	1/01/2025	\$4,500.00	\$45.00	\$0.00	\$0.00
To be Issued	1/07/2025	31/12/2025	1/07/2025	\$6,000.00	\$60.00	\$0.00	\$0.00
<b>Total</b>	<b>1/01/2025</b>	<b>31/12/2025</b>		<b>\$10,500.00</b>	<b>\$105.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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



<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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Motion **CARRIED.**

## 15. DEBT RECOVERY AUTHORISATION

### ORDINARY RESOLUTION

The Owners Corporation initiate debt recovery proceedings in VCAT or Magistrates court 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 2018 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.

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
3	30	Final Fee Notice	\$55
4	60	Debt Collection Notice	Legal Costs Plus \$55

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.

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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Motion **CARRIED.**

## 16. PENALTY INTEREST

### ORDINARY RESOLUTION

That the Owners Corporation Members 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 interest 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.

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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Motion **CARRIED.**

## 17. DISPOSAL OF ABANDONED GOODS ON COMMON AREA

### ORDINARY RESOLUTION

The Owners Corporation acknowledges that in accordance with Division 5A, *Owners Corporations Act 2006*, the Owners Corporation may now dispose of goods abandoned on common property. *Sections 60 to 65 and 73 to 76 of Australian Consumer Law and Fair-Trading Act 2021* apply to the disposal of abandoned goods by an Owners Corporation as if – (a) a reference to the uncollected goods were a reference to the



abandoned goods; and (b) a reference to the receiver were a reference to the Owners Corporation; and (c) a reference to the provider were a reference to the person who abandoned the goods.

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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**Motion CARRIED.**

## 18. 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.

<b>For:</b>	0	<b>Against:</b>	3	<b>Abs:</b>	0	<b>Inv:</b>	0
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**Motion DEFEATED.**

## 19. UTILITY BROKERING

Your property doesn't have Common Utilities however we do offer our owners the ability to join our utility brokering on our friends & clients package where you may be able to receive discounts on your current electricity and gas bills by opting to join in and begin benefiting from our economies of scale.

If this is of interest to you please request more information from your Strata Manager.

## 20. ATO REGISTRATION

### ORDINARY RESOLUTION

The Owners Corporation resolved by Ordinary Resolution to appoint Edward Love of Love & Co Strata Management to be registered with the Australian Tax Office as the Public Officer for the Owners Corporation.

<b>For:</b>	3	<b>Against:</b>	0	<b>Abs:</b>	0	<b>Inv:</b>	0
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**Motion CARRIED**

## 21. 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.

### GARDENING WORKING BEE & PROFESSIONAL PRUNE

It was discussed and agreed that the members for Lot 1, Lot 2 & Lot 5 will make a time to meet with one another on site and discuss where and how far back to carry out an interim prune of the hedges and tree's down the common driveway so that the plants aren't damaged in the process as doing this in the warmer months can have a detrimental effect on the health of the plants. Then a more thorough pruning will be completed by the current gardener in June / July when the plants will be least likely to be affected.



**ACTION – Management to arrange for the PCM gardening to carry out a prune of the driveway hedges and trees in June / July.**

## 22. NEXT ANNUAL GENERAL MEETING

The Owners Corporation Members resolve that the next Annual General Meeting will be held:

<b>Date</b>	Thursday 12th of February 2026
<b>Time</b>	04:00 PM
<b>Venue</b>	Stratavote / In Office

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

**Note: additional fees will occur for meeting outside business hours.**

## MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **04:46 PM**.

